

PROVENCIO, JOSE PURCHASE OF IMPROVEMENTS JUAN DE HERRERA LATERAL (104)

0023-0074-0006-00

7-(6) Texas

#5

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT NEW MEXICO - TEXAS

THIS AGREEMENT, made September 9, nineteen hundred  
and twenty-two, in pursuance of the act of June 17, 1902 (32 Stat., 388), and  
acts amendatory thereof ~~and~~ <sup>or</sup> supplementary thereto, between THE UNITED STATES OF AMERICA  
hereinafter styled the United States, by L. M. Lawson, Project Manager,

United States Reclamation Service, thereunto duly authorized, ~~and subject to the approval of the proper  
supervisory officer of the United States Reclamation Service,~~ and Jose Provencio, an  
unmarried man,

hereinafter styled Vendor ~~Contractor~~, his heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~1. The Contractor will~~

2. For and in consideration of the payments to be made by the  
United States, as hereinafter provided, and of the covenants herein  
contained, the Vendor does hereby sell, assign, transfer, and set  
over to the United States free and clear of any lien or incumbrance,  
all buildings, fences, ditches, seedings, growing crops, trees, and  
shrubbery, and any and all other improvements of whatsoever kind or  
nature, upon, attached to, or growing upon that certain piece or  
parcel of land situated in the County of El Paso, State of Texas,  
particularly described as follows, to wit:

A tract of land approximately one-half mile north of the town  
of San Jose, Texas, in the south half of the southwest quarter (S $\frac{1}{2}$   
SW $\frac{1}{4}$ ) of section fifteen (15) and the ~~NE~~ north half of the northwest  
quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ ) of section twenty-two (22), township thirty-one (31)  
south, range six (6) east, United States Reclamation Service survey,  
and being also in the Ysleta Grant and more particularly set out as  
beginning at the most easterly corner of the same, which is a point  
on the property line between land of the Vendor and George Buchanan  
and from which point the northwest corner of section twenty-two (22)  
bears north eighty-three (83) degrees eighteen (18) minutes west one  
thousand five hundred sixty-nine and seventy-six hundredths (1569.76)  
feet; thence along said property line south thirty-nine (39) degrees  
forty-two (42) minutes west forty-eight and eighty-six hundredths  
(48.86) feet; thence north sixty (60) degrees twelve (12) minutes

Correct as to Engineering Data  
E. W. H.

15-14 as per

Jose Provencio NOT INDEXED  
AND ASSUMED NOT RECORDED

west two hundred (200.0) feet; thence north sixty-eight (68) degrees twenty-eight (28) minutes west four hundred ten and fifty-two hundredths (410.52) feet; thence to the left along a three hundred twenty-nine and three-tenths (329.3) foot radius curve a distance of ninety and fifty-two hundredths (90.52) feet based on one hundred (100) foot chords; thence north eighty (80) degrees twenty-four (24) minutes west two hundred eighty-five and four-tenths (285.4) feet; thence to the right along a one hundred and thirty (130.0) foot radius curve a distance of one hundred thirty-five and one-tenth (135.1) feet, based on one hundred (100) foot chords, to a point on said last mentioned curve, at which point the tangent bears north nineteen (19) degrees seventeen (17) minutes west; thence south seventy-three (73) degrees fifty-one (51) minutes west eighty-three and forty-three hundredths (83.43) feet; thence to the right along a six hundred three and sixty-eight hundredths (603.68) foot radius curve a distance of seventy and twenty-one hundredths (70.21) feet based on one hundred (100) foot chords, to a point on said last mentioned curve, at which point the tangent bears south eighty (80) degrees thirty-one (31) minutes west and from which point the southwest corner of said section fifteen (15) bears south sixty-seven (67) degrees two (2) minutes west three hundred eighty-five and fifty-two hundredths (385.52) feet; thence north two (2) degrees thirty-one (31) minutes east forty-eight and one-tenth (48.1) feet; thence ~~to the left along~~ north seventy (70) degrees eighteen (18) minutes east one hundred sixty-eight and thirty-two hundredths (168.32) feet; thence north seventy-three (73) degrees fifty-one (51) minutes east two hundred fifty-one (251.0) feet; thence to the left along a two hundred fifty-seven and nine-tenths (257.9) feet radius curve a distance of seventy-six and twenty-four ~~hundredths~~ hundredths (76.24) feet, based on one hundred (100) foot chords; thence north seventy-five (75) degrees seventeen (17) minutes east ninety-four and eighty-seven (94.87) feet; thence north ~~sixty-six~~ fifty-six (56) degrees fifty-one (51) minutes east two hundred fifty-three and six-tenths (253.6) feet; thence north fifty (50) degrees fifty-one (51) minutes east one hundred sixty-one and five-tenths (161.5) feet to a point on the property line between land of the Vendor and the said George Buchanan; thence along the last mentioned property line south fifty-nine (59) degrees forty-one (41) minutes east thirty-two and four-hundredths (32.04) feet; thence south fifty (50) degrees fifty-one (51) minutes west one hundred seventy-four and thirty-one hundredths (174.31) feet; thence south fifty-six (56) degrees fifty-one (51) minutes west three hundred forty-five and seventeen hundredths (345.17) feet; thence to the right along a three hundred seventeen and ninety-four hundredths (317.94) foot radius curve a distance of ninety-three and ninety-eight hundredths (93.98) feet, based on one hundred (100) foot chords; thence south seventy-three (73) degrees fifty-one (51) minutes west two hundred twenty and sixty-four hundredths (220.64) feet to a point on a one hundred and thirty (130.0) foot radius curve the tangent of which curve at said last mentioned point bears south twenty-one (21) degrees fifty-eight (58) minutes east; thence in a southeasterly direction along the last mentioned curve a distance of sixty-eight and thirty-three hundredths (68.33) feet, based on one hundred (100) foot chords; thence south eighty (80) degrees twenty-four

(24) minutes east two hundred eighty-five and four-tenths (285.4) feet; thence to the right along a three hundred eighty-nine and three-tenths (389.3) foot radius curve a distance of one hundred seven and six-hundredths (107.06) feet, based on one hundred (100) foot chords; thence south sixty-four (64) degrees thirty-six (36) minutes east six hundred twenty-one and six-hundredths (621.06) feet to the point of beginning; said tract of land containing two and thirty-eight (2.38) acres, more or less, fifty-six hundredths (0.56) acre of which is occupied by the old ditch and is the property of the United States, and the remainder, or one and eighty-two hundredths (1.82) acres, being the land herein under contract.

3. The Vendor, on behalf of himself, his heirs and assigns, release, acquit, and discharge the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance thereon of works pertaining to the United States Reclamation Service.

4. In consideration whereof, the United States agree to pay to the Vendor the sum of Three Hundred Three 00/100 (\$303.00)

Dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across lands herein referred to in stock-subscription contract with El Paso Valley Water Users' Association.

6. The Vendor will furnish, before payment, satisfactory evidence that he is the owner of said improvements and the land on which the same are situated, and that the same are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which they may have in their possession, for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

7. The Vendor, upon request by the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Reclamation Service are necessary to show good title, unincumbered, in the Vendor to the property purchased.

8. Liens or incumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence of any lien or incumbrance over this agreement, nor as an assumption of the same by the United States.



9. The United States agrees to permit the Vendor to retain possession of the strip or parcel of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after the date hereof, unless prior thereto it becomes necessary to occupy said strip of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified he will immediately yield and deliver up the possession of said strip of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

**10. Vendor**

The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid: *Provided, however,* It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the ~~contractor~~ <sup>Vendor</sup> in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

~~Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.~~

..... For and in consideration of the faithful performance of this contract, the Contractor shall be paid

~~11~~ No interest in this agreement shall be transferred by the ~~contractor~~ to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by ~~section 3797, Revised Statutes of the United States.~~

~~11~~ It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

~~12~~ No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written

THE UNITED STATES OF AMERICA,

By L M LANSON

Project Manager, U. S. R. S.

Witnesses:

Geo. W. Hoadley

Trine Guerra

his

Jose X Provencio

mark

Vendor ~~Contractor~~

\* By \_\_\_\_\_

P.O. Address Ysleta, Texas

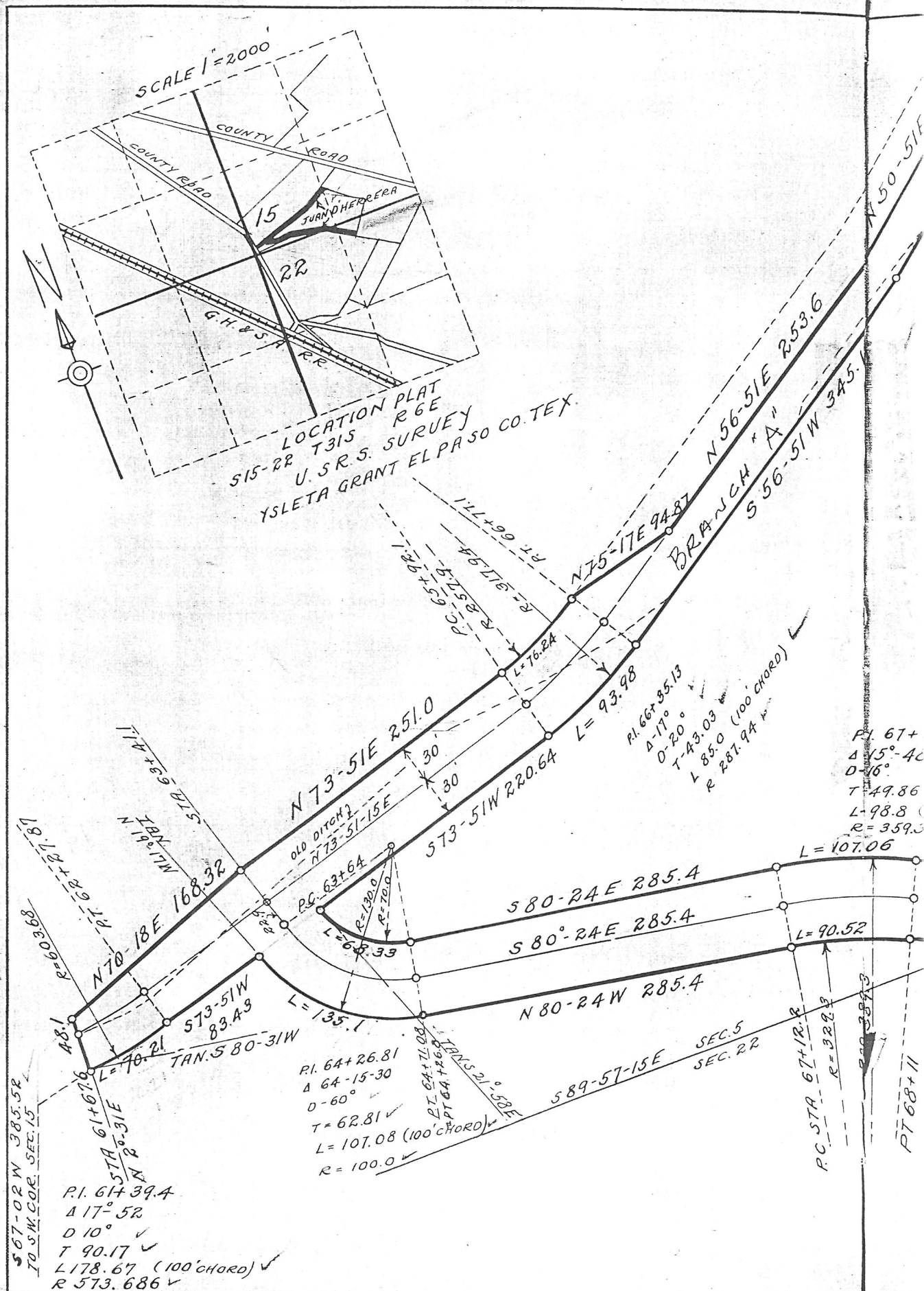
† Approved: \_\_\_\_\_

(Date) \_\_\_\_\_, 19\_\_\_\_

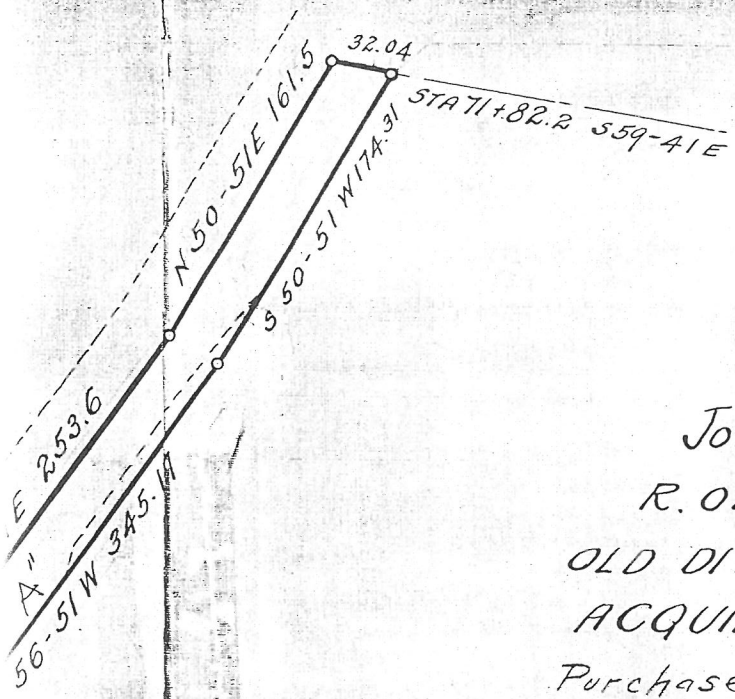
\* See pars. 6 and 7, Instructions, over:

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

6-5024

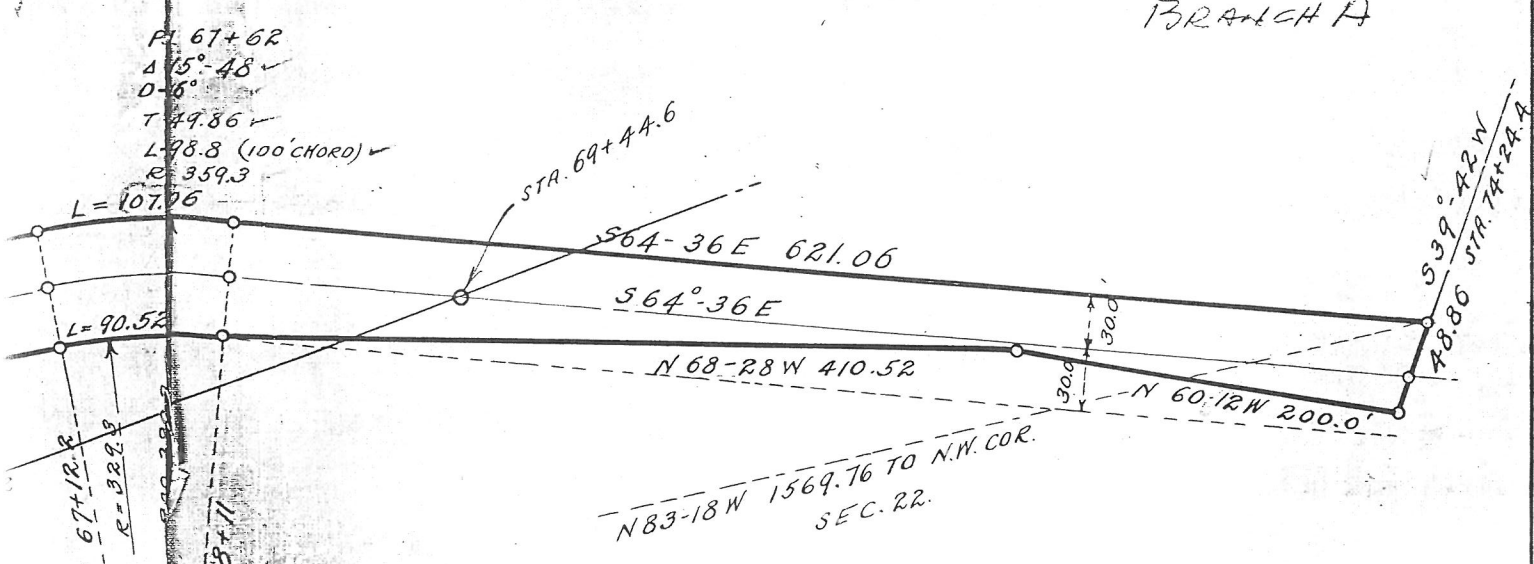






JOSE PROVENCIO  
 R.OF W. 2.38 A  
 OLD DITCH 0.56 A  
 ACQUIRE 1.82 A  
 Purchase of Imp's 9/9/22  
 Under Water users contract

MAIN  
 BRANCH "A"



SCALE: 1" = 100'

DEPARTMENT OF THE INTERIOR. UNITED STATES RECLAMATION SERVICE. RIO GRANDE PROJECT- NEW MEXICO- TEXAS EL PASO VALLEY JUAN D'HERRERA LATERAL RIGHT OF WAY	
FIELD WORK:.....	CHECKED: I.M.P.
DRAWN: C.G.	APPROVED:.....
897L61	EL PASO, TEX., FEB 1928

CERTIFICATE AS TO TITLE

I HEREBY CERTIFY, with reference to the following described land:

A tract of land containing 1.82 acres, more or less, in the South half of the Southwest quarter of Section 15, and the North half of the Northwest quarter of Section 22, Township 31 South, Range 6 East, United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with Jose Provencio dated September 9, 1922:

That I have made a personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendor, who is the reputed owner, is the actual owner, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land.

J. H. Hamilton  
Clerk.

El Paso, Texas, September 12, 1922.



CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated September 9, 1922, with Jose Provencio, unmarried, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Juan d' Herrera Lateral, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$303.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. H. Lawson  
Project Manager

El Paso, Texas, September 11, 1922.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, hereby certify that I have personally examined the land sought to be acquired by the United States from Jose Provencio, unmarried, in the South half of the Southwest quarter of Section fifteen (15) and the North half of the Northwest quarter of Section twenty-two (22), Township thirty-one (31) South, Range six (6) East, United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande Project, and that the said proposed Vendor was in actual, sole and exclusive possession of the land, claiming to be the owner thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

Geo. W. Hoadley  
Assistant Engineer.

El Paso, Texas, September 11, 1922.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, September 11, 1922.  
(Place) (Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated September 9, 1922.

With Jose Provencio, an unmarried man,

Estimated amount involved, \$ 303.00

Authority No. 5G-2  
or Clearing Acct.

Accompanied by bond and No bond copies.  
(Insert "Yes" or "No" bond)

Purpose: Purchase of improvements on 1.82 acres of land granted for canal purposes by stock-subscription contract with water users' association. Land required for Juan d' Herrera Lateral. 0.82 acre of alfalfa \$82.00; 1.00 acre of asparagus and garden truck \$221.00; total \$303.00.

Advise Project Manager at El Paso, Texas  
(Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

Original and 4 copies of contract	
" " 2 " " certificate of recommendation	
" " " " " possessory certificate	
" " 3 " " f. l. t.	
" " 2 " " certificate as to title	

3 blueprints

*L. M. Lawren*  
Project Manager  
(Signature)

El Paso, Texas  
(Place)

SEP 12 1922  
(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by

on SEP 12 1922

P. W. Dent  
District Counsel,

Inclosures as follows returned to Project Manager:

(Same as above)

Mr. H. C. ...

## FOR VOUCHER

Contract with Jose Provencio  
Dated Sept 9, 1922  
Mailing address: Uplata, Texas  
Canal: Juan de Alvarado Lateral  
Land in, etc., \_\_\_\_\_  
Improvements on land in, etc., \_\_\_\_\_ \$ 303.<sup>00</sup>

Les-

Cost of abstract of title \$

Cost of ~~extension~~ of abstract \$

Cost of title guaranty \$

Recording of /

11      W      \$

Taxes: \_\_\_\_\_ \$

Total deductions \$ —

Net amount to be paid . . . . . \$ 343<sup>00</sup>

Note, All of attached papers to be forwarded with voucher when voucher is transmitted for filing after payment.

All of attached papers to be returned for filing in  
office of District Counsel, El Paso.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_