

Project Manager

Form 7-523
Form approved by the Secretary of the Interior
September 13, 1915
(Reprint July, 1919)
(Reprint Nov., 1917)

CONTRACT
(Disbursement)

6-5024

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

RIO GRANDE

PROJECT Texas-New Mexico

THIS AGREEMENT, made December 8, _____, nineteen hundred
and **twenty-one** _____, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof ~~and~~ 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 Guereque and Manuela L. de Guereque, his wife,

Vendor
hereinafter styled ~~Vendor~~, **their** heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~1. The Contractor shall~~
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 encumbrance,
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 four(4)miles northwest
of the town of Ysleta, Texas, in the northeast quarter of the south-
east quarter(NB $\frac{1}{4}$ SE $\frac{1}{4}$) of section eight(8) township thirty-one(31)south
range six(6)east United States Reclamation Service survey and being
also in survey no. one hundred sixty-one(161) of the Ysleta Grant
and more particularly described as follows: Beginning at the south-
west corner of the tract of land herein described, which is a point
on the property line between land of the Vendor and Jake Kaufman and
Sidney Ullman from which point the southeast corner of said section
eight(8)bears south twenty-five(25)degrees forty-two(42)minutes east
one thousand six hundred and twenty-five hundredths(1600.25)feet;
thence along said property line north one(1)degree thirty(30)minutes
west forty-seven and one-tenth(47.1)feet to a corner common to lands
of the Vendor and said Jake Kaufman and Sidney Ullman

thence along the property line between land of the Vendor and M. L. Caswallader, south eighty-seven(87)degrees fifty-six(56)minutes east two hundred three(203.0)feet to a corner common to land of the Vendor and Amado Luna; thence along the property line between land of the Vendor and said Amado Luna, south one(1)degree thirty(30)minutes east forty-seven and one-tenth'47.1)feet to a point from which the south-east corner of said section eight(8)bears south eighteen(18)degrees fifty-three(53)minutes fifty(50)seconds east one thousand five hundred sixteen and thirty-six hundredths(1516.36)feet; thence north eighty-seven(87)degrees fifty-six(56)minutes west two hundred three(203.0)feet to the point of beginning; said tract of land containing twenty-two hundredths(0.22)acre more or less.

3. The Vendor, on behalf of themselves, their heirs and assigns, releases and acquits and discharges 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 agrees to pay to the Vendor, the sum of forty-four and 0/100 (\$44.00) 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 the El Paso Valley Water Users' Association.

6. The Vendor will furnish before payment, satisfactory evidence that they are the owners of said improvements and the land on which the same are situated, and that the same are free from any lien or encumbrance, 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 ~~papers~~ 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 unencumbered in the Vendor to the property purchased.

8. Liens or encumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a 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 encumbrance 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. 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 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.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project. El Paso Texas Dec 23 1921
(Place) (Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated Dec 8 1921

With Jose Cuereque et ux.

Estimated amount involved, \$ 44.00

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

No bond.

Authority No.
or Clearing Acct.

6-Ga

Purpose: Purchase of improvements on 0.22 acre land at \$200 per acre. Consists of fine stand of alfalfa, with crop ready to be taken off. El Paso Valley mesa drain right of way.

Advise Project Manager at

(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:

Orig. and 4 copies contract.
Orig. and 2 copies certificate of possession.
Orig. and 2 copies certificate of recommendation.
Orig. and 2 copies f.l.t.
Orig. and 2 copies certificate as to title.
3 blueprints.

L M LAWSON
(Signature)

El Paso Texas December 23 1921
(Place)

(Date)

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

on Dec 23 1921.

Asst

District Counsel,

Inclosures as follows returned to Project Manager:

Orig. and 3 copies contract.
Orig. and 1 copy certificate of recommendation.
Orig. and 1 copy possessory certificate.
Orig. and 1 copy f.l.t.
Orig. and 1 copy certificate as to title.
3 blueprints.

RECEIVED:

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated ~~March~~ December 8, 1921, with Jose Guereque et ux. is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for El Paso Valley mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$44.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
December 23, 1921.

L M LATSON

Project Manager.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, December 8, 1921.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Jose Quereque et ux. in the northeast quarter of the southeast quarter of sec. 8, T. 31 S., R. 6 E., United States Reclamation Service survey, El Paso County, Texas, for Rio Grande Project, and that the said proposed vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof and of the improvements thereon, and no person claiming a right in such land adverse to the vendors is in possession of any part of it.

GEO. W. HOADLEY

Assistant Engineer.

Certificate as to Title.

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

A tract of land containing 0.22 acre, more or less, in northeast quarter of the southeast quarter sec. 8, T. 31 S., R. 6 E., United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with Jose Guereque et ux. dated December 8, 1921:

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

El Paso, Texas,
December 8, 1921.

O. F. HARVEY

Clerk.



SUR. 159
SUR. 160

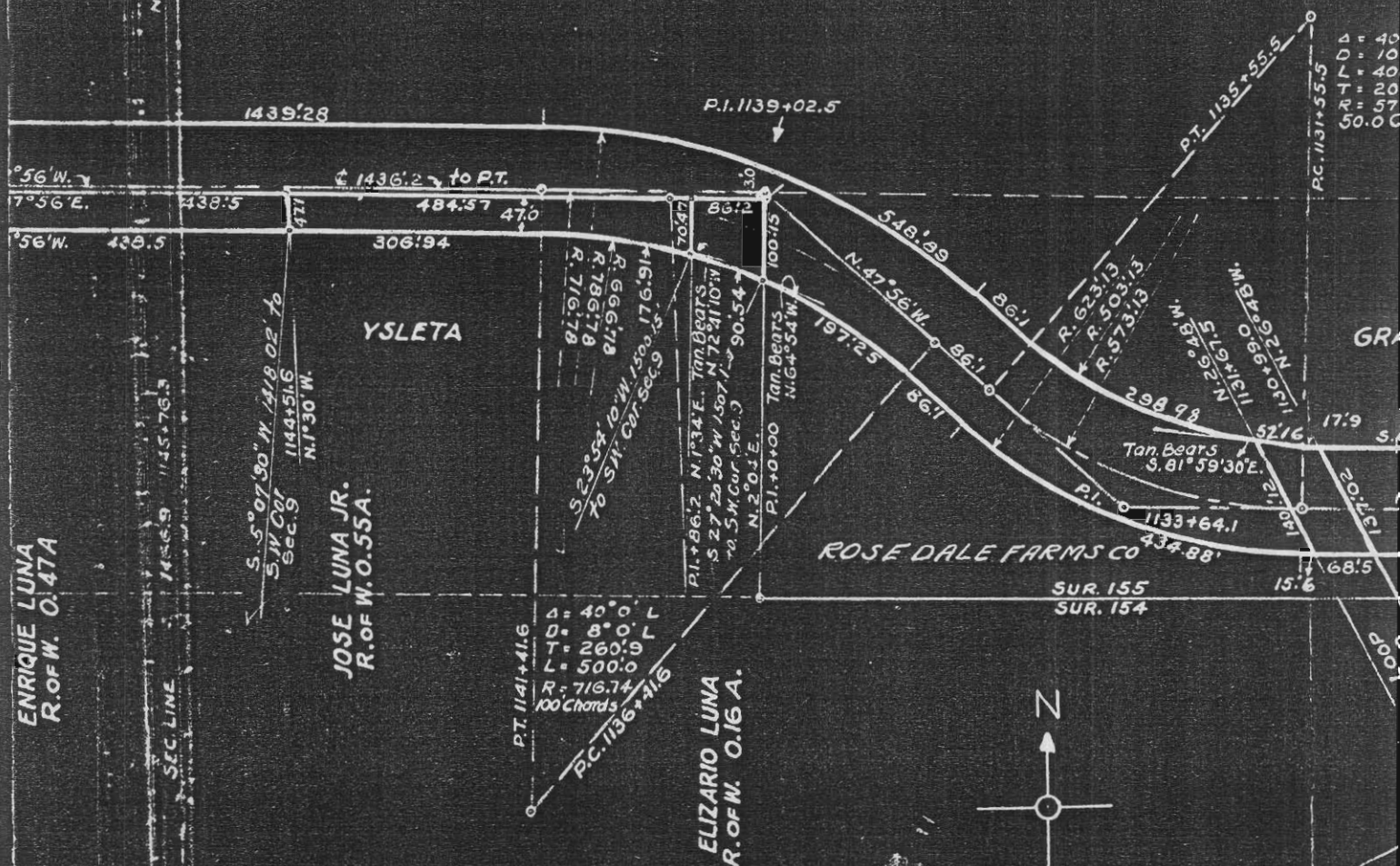
$$\begin{array}{r} 54 \\ 89 \end{array}$$

Δ	=	4
D	=	1
L	=	4
T	=	2
R	=	5
50.0		

R. OF W.

Total	6.67 A.
Less North Loop Road	0.19 A.
To be conveyed	6.48 A.

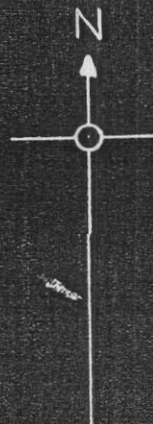
GRANT



ENRIQUE LUNA
R.O.F.W. 0.47A

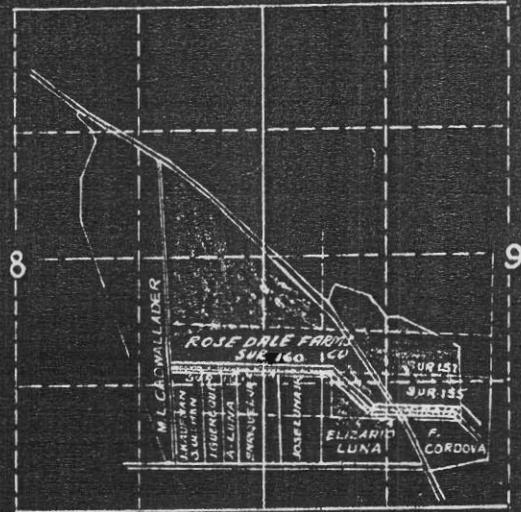
JOSE LUNA JR.
R.OF W.O.55A.

ELIZARIO LUNA
R. OF W. 0.16 A.



GRANT

SUR. 157
SUR. 156



LOCATION PLAT
SECS. 8 & 9, T.31S., R.6E.
U.S.R.S. SURVEY
El Paso Co., Tex.

SUR. 156
SUR. 155

GRANT

R. J. GARNER

F. CORDOVA

4 = 43° 40' L.
D = 8° 0' L.
L = 545.8
T = 287.20
R = 716.78
100.0 Chords

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
N.MEX. - RIO GRANDE PROJECT - TEXAS
EL PASO VALLEY DRAINAGE.
MESA DRAIN
RIGHT OF WAY

DRAWN: LAWRENCE FIELD WORK: F.C.S.
CHECKED: APPROVED:

900-L49 ELPASO JULY 1919.

No 52