

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
or
acts amendatory thereof ~~and~~ supplementary thereto, between THE UNITED STATES OF AMERICA
hereinafter styled the United States, by L. M. Lawton, 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~~ Elizario Luna and
Carmen Otero Luna, his wife,

~~Vendor~~

hereinafter styled Contractor, ~~their~~ their 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 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 (4) four miles northwest of the town of Ysleta, Texas, in the northwest quarter of the southwest quarter (NW 1/4 SW 1/4) of section nine (9) township thirty-one (31) south range six (6) east, United States Reclamation Service survey and being also in survey number one hundred sixty-one (161) of the Ysleta Grant and more particularly described as follows: Beginning at the southwest corner of the tract of land herein described which is a point on the property line between land of the Vendor and Jose Luna, said corner being also a point on a six hundred sixty-six and seventy-eight hundredths (666.78) feet radius curve the tangent of which curve at said point bears south seventy-two (72) degrees forty-one (41) minutes ten (10) seconds east and from which point the southwest corner of said section nine (9) bears south twenty-three (23) degrees fifty-four (54) minutes ten (10) seconds west one thousand five hundred and fifteen-hundredths (1500.15) feet; thence along said

Corrected as to Engineering, S. J. M. A.

property line north one(1) degree thirty-four(34)minutes east seventy and forty-seven hundredths(70.47)feet to the corner common to land of the Vendor and said Jose Lana; thence along the property line between land of the Vendor and M. L. Cadwallader south eighty-seven(87)degrees fifty-six(56)minutes east eighty-six and two-tenths(86.2) feet to the northwest corner of land of the Vendor; thence along the east line of land of the Vendor south two(2)degrees four(04)minutes west one hundred and fifteen-hundredths(100.15)feet to a point on a six hundred sixty-six and seventy-eight hundredths(666.78)ft. radius curve the tangent of which curve at said last mentioned point bears north sixty-four(64)degrees fifty-four(54)minutes west and from which point the southwest corner of said section nine(9)bears south twenty-seven(27)degrees twenty(20)minutes thirty(30)seconds west one thousand five hundred seven and one-tenth(1507.1)feet; thence westerly and to the left along said last mentioned curve a distance of ninety and fifty-four hundredths(90.54)feet, based on a 100-foot chord, to the point of beginning; said tract of land containing sixteen hundredths(0.16)acre, more or less.

their

3. The Vendor, on behalf of themselves 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 Thirty-two 00/100 (\$32.00) 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 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 of 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.~~

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

..... 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 8787, 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. Lawson,

Project Manager, U. S. R. S.

Elizario Luna

Contractor.

* By Carmen Otero Luna

P. O. Address Box 617, R. F. D. Route #1
El Paso, 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.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____ }
COUNTY OF _____ } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with _____ that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____ or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

_____, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL] this _____ day of _____, A. D. 19____ My commission expires _____

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

INSTRUCTIONS

1. Before having contract executed, field officials must see that instructions in paragraph 7, page 203 of Manual, have been fully complied with, and that all clauses such as patent, eight hour, and others applicable to the contract and required by the regulations are inserted therein.

2. Every contract for construction or repair of a public work is required by law to be supported by bond. (Pages 206-208, Manual.)

3. The post-office address of the contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.

4. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this agreement. A general statement that "erasures and interlineations were made before execution" is not sufficient.

5. Only one copy of a contract should be executed, unless the Contractor requests an executed copy for his files, in which case the contract may be executed in duplicate.

6. A contract with a firm should describe the Contractor in the preamble as: "_____ and _____, partners, doing business under the firm name and style of _____," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Partner" or "Member of firm."

7. A contract with a corporation should describe the Contractor in the preamble as: "_____ a corporation duly organized under the laws of the State (or Territory) of _____." The signature should be in the following form: "_____ by _____" (giving official designation), and the corporate seal should be affixed.

8. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished, with statement that it is still effective.

9. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.

Certificate as to Title.

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

A tract of land containing 0.16 acre, more or less, in the northwest quarter of the southwest quarter sec. 9, T. 31 S., R. 6 E., United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with Elizaria Luna et al., dated December 8, 1981.

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.

C. F. HARVEY

Clerk.

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 Elizario Luna et ux, in the northwest quarter of the southwest quarter sec. 9, T. 31-S., R. 6-E., United States Reclamation Service survey, El Paso County, Texas, for the 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.

I HEREBY CERTIFY That the Land described in the agreement dated December 8, 1921, with Eliseo Luna et ux. is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 398), namely, as right of way for the El Paso Valley main drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$22,500, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas.
Jan. 5, 1922.

L. H. LAWSON

Project Manager.

