

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT Texas - New Mexico

THIS AGREEMENT, made the 13th day of December, nineteen hundred
and twenty-one, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof ^{or} ~~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~~ Rosedale Farms Com-
pany, a corporation organized and existing under the laws of the
State of Texas, and Francisco Espalin,

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

WITNESSETH: The parties covenant and agree that—

~~XXXXXX~~

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, El Paso county, Texas, in the northeast quarter of the southwest quarter(~~NE1/4SE1/4~~) of section eight(8), west half of the southwest quarter(~~W1/2SW1/4~~) and southeast quarter of the southwest quarter (~~SE1/4SW1/4~~) of section nine(9) township thirty-one(31)south range six(6) east United States Reclamation Service survey and being also in surveys nos. one hundred fifty-five(155) one hundred fifty-six(156) and one hundred sixty(160) of the Ysleta Grant and more particularly described as follows: Beginning at the northwest corner of the tract of land herein described, which is a point on the east right of way line of a county road and from which point the northeast corner of said section eight(8)bears north fifteen(15)degrees nine(09)minutes west three thous-

and eight hundred forty and three-tenths (3840.3) feet; thence south eighty-seven (87) degrees fifty-six (56) minutes east one thousand four hundred thirty-nine and twenty-eight hundredths (1439.28) feet; thence to the right along a seven hundred eighty-six and seventy-eight hundredths (786.78) foot radius curve a distance of five hundred forty-eight and eighty-nine hundredths (548.89) feet measured on one hundred (100)-foot chords; thence south forty-seven (47) degrees fifty-six (56) minutes east eighty-six and one-tenth (86.1) feet; thence to the left along a five hundred three and thirteen hundredths (503.13) foot radius curve a distance of two hundred ninety-eight and ninety-eight hundredths (298.98) feet, measured on fifty (50) foot chords, to the westerly right of way line of the north loop road; thence continuing along said last mentioned curve a distance of fifty-two and sixteen hundredths (52.16) feet, measured on fifty (50) foot chords; thence south eighty-seven (87) degrees fifty-six (56) minutes east seventeen and nine-tenths (17.9) feet to the easterly right of way line of said north loop road; thence continuing on said last mentioned course three hundred forty-four and five-tenths (344.5) feet; thence to the right along a seven hundred eighty-six and seventy-eight hundredths (786.78) foot radius curve a distance of three hundred forty-nine and eighty-six hundredths (349.86) feet measured on one hundred (100) foot chords, to a point on the property line between land of the Vendor and R. J. Garner, at which point the tangent to said last mentioned curve bears south sixty-two (62) degrees twenty-six (26) minutes eighteen (18) seconds east, thence along the property line between land of the Vendor and said R. J. Garner south no (0) degrees sixteen (16) minutes east eighty-nine and twenty-six hundredths (89.26) feet to a point which is the southwest corner of land of said R. J. Garner from which point the southwest corner of said section nine (9) bears south sixty-five (65) degrees no (0) minutes west two thousand two hundred twenty-six and four-tenths (2226.4) feet; thence north eighty-eight (88) degrees twenty-six (26) minutes west ninety-seven and twenty-eight hundredths (97.28) feet to a point on a six hundred sixty-six and seventy-eight hundredths (666.78) foot radius curve, the tangent of which curve at said point bears north sixty-six (66) degrees twenty-two (22) minutes twenty-eight (28) seconds west; thence westerly and to the left along said last mentioned curve a distance of two hundred fifty and sixty-four hundredths (250.64) feet, measured on one hundred (100) foot chords; thence north eighty-seven (87) degrees fifty-six (56) minutes west two hundred seventy-eight and three-tenths (278.3) feet to the easterly right of way line of said north loop road; thence continuing on said last mentioned course sixty-eight and five-tenths (68.5) feet to the westerly right of way line of said road; thence continuing on same course fifteen and six-tenths (15.6) feet; thence to the right along a six hundred twenty-three and thirteen hundredths (623.13) foot radius curve a distance of four hundred thirty-four and eighty-eight hundredths (434.88) feet, measured on fifty (50) foot chords; thence north forty-seven (47) degrees fifty-six (56) minutes west eighty-six and one-tenth (86.1) feet; thence to the left along a six hundred sixty-six and seventy-eight (666.78) foot radius curve a distance of one hundred ninety-seven and twenty-five hundredths (197.25) feet measured on one hundred (100) foot chords; to a point on the property line between land of the Vendor and Elizario Luna, at which point the tangent to said last mentioned curve bears south sixty-four (64) degrees, fifty-four (54) minutes east; thence along said property line north two (2) degrees four (04) minutes east one hundred and fifteen hundredths (100.15) feet to the northeast corner of land of said Elizario Luna, thence north eighty-seven (87) degrees

fifty-six(56)minutes west one thousand six hundred ninety-six and ninety-seven hundredths(1696.97)feet to the east right ofway line of road; thence along said right ofway line north no(0(degrees twenty-seven minutes west seventy-three and eight hundredths(73.08)feet to the point of beginning, said tract of land herein described containing(6.67)six and sixty-seven hundredths acres more or less. Nineteen-hundredths(0.19)acre of which is occupied by the north Lopp road and the remainder or six and forty-eight hundredths(6.48)acres being the land hereby sold and set over to the United States.

3. The Vendor, on behalf of himself, his successors, 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 three hundred nine 20/100 (\$309.20) Dollars, upon government voucher, by Treasury warrant, or disbursing officer's check, as a 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 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 encumbrance, and for this purpose will submit any abstract or title papers which he may have in his 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 or encumbrance over this agreement, nor as an assumption of the same by the United States.

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 3737, 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.

(SEAL)

Attest:

ROSEDALE FARMS COMPANY

By M. L. Cadwallader, Mgr. *Contractor.*

Witnesses to mark of
Francisco Espalin:

GEO W HOADLEY El Paso, Texas.

FRANK ESPALIN El Paso, Texas.

~~XBY~~ Francisco Espalin his X mark

P. O. Address

Care M. L. Cad-
wallader, Route 1,
El Paso, Texas

proved:

, 19

Instructions, over.

Contract is not required when executed by the Chief of Construction, except in cases covered by regulations

6-6024

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project

El Paso Texas Feb 8 1922
(Place) (Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated Dec 13 1921

With Rosedale Farms Company and Francisco Espalin

Estimated amount involved, \$ 309.20

Authority No.

Accompanied by bond and copies.

or Clearing Acct.

(Insert "Yes" or "No" bond)

No bond.

6-Ga

Purpose: Settlement for improvements on stock-subscribed land required for mesa drain. Amount of consideration is arrived at as follows:

Crops on 6.48 acres, averaging \$40 per acre \$259.20

Covering of 50 loads fertilizer with spoil

bank, at \$1 per load

50.00

Advise Project Manager at

El Paso Texas

(Post-office address)

\$309.20

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 recommendation.

Orig. and 2 copies possessory certificate.

Orig. and 2 copies f.l.t.

Orig. and 2 copies certificate as to title.

Orig. and 2 copies certificate of authority as to corporate officer.

Orig. and 2 copies certificate as to delay in forwarding to Returns Office.

3 blueprints.

L E LAWSON

(Signature)

El Paso Texas February 8 1922

(Place)

(Date)

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

on February 9, 1922

A sst District Counsel,

Inclosures as follows returned to Project Manager:

8-6315

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.

Orig. and 1 copy certificate of authority as to corporate officer.

Orig. and 1 copy certificate as to delay.

2 blueprints.

El Paso, Texas.

February 6, 1922.

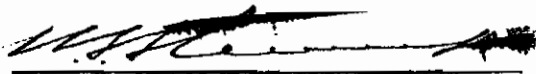
District Counsel,
U.S.Reclamation Service,
Toltec Bldg, El Paso, Texas.

Sir:

In accordance with your letter of December 13th, I am enclosing herewith Certificate of this company showing that M.L.Cadwallader was, on December 13, 1921, duly elected and appointed Manager of the Rosedale Farms Company and as such, was authorized to sign contracts, including agreements affecting interest in land.

The Board of Directors, in meeting held December 24, 1921, adopted such resolution but inadvertently the sending of the Certificate has been delayed.

Respectfully,


Secretary, Rosedale Farms Co.

USS:P

\$ 40.00 per Acre - Cost of growing watermelons up to the time of
excavating Drainage Canal through field of

FRANCISCO ESPALIN

Cost of Seed

- 1 Planting
- 1 Plowing
- 1 Making Beds
- 3 Irrigations
- 6 Hoeings
- 1 Covering from Frost
- 3 Cultivations with 5 tooth cultivator
- 2 Plowings in the trench
- 1 Applying Insect powder
- 1 Thinning plants
- 3 Killing worms

6.48 A @ 40 - 259.20
covering up 50 loads Fertilizer
with 5 foot bank @ 1 - 50 -
309.20

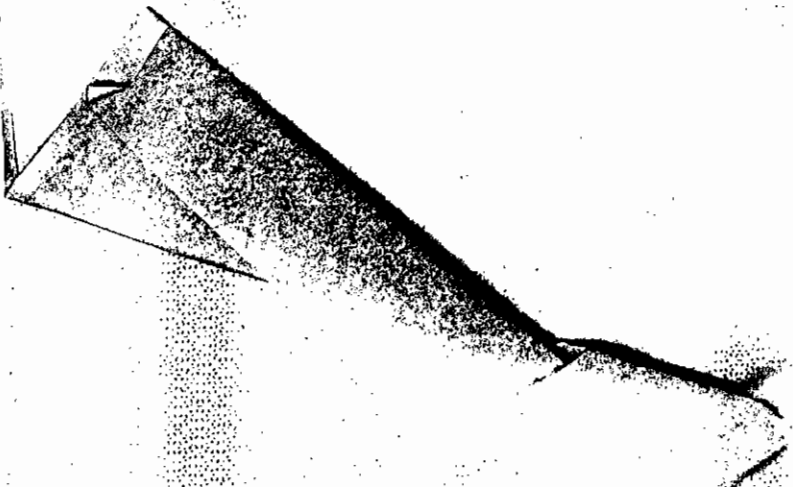
THIS IS TO CERTIFY That failure to forward copy of contract with Rosedale Farms Company and Francisco Espalin, dated December 13, 1921, to the Returns Office within thirty days after execution thereof was in nowise due to the fault of the Project Manager, but was due entirely to delay in the said Company in failing to return written evidence of authority in the officer signing on behalf of the said company, which is a corporation, to bind said company.

El Paso, Texas,
February 8, 1922.

l m lawson

Project Manager

*req. with Returns
Copy,*



El Paso, Texas, December 13, 1921.

Mr. U. S. Stewart,
Care City National Bank,
El Paso, Texas.

Dear Sir:

With reference to contract for improvements on right of way recently taken by the Reclamation Service, it will be necessary for us to have a certificate showing your authority to sign for Rosedale Farms Company, a corporation. The contract is undoubtedly binding upon your company as it stands, but this request is made to avoid possible inquiry and consequent delay by our Department. We suggest a certificate in the following form:

This is to certify that M. L. Cadwallader was on December 13, 1921, the duly elected and appointed manager of Rosedale Farms Company; that under the organization papers of the said Rosedale Farms Company the manager has full power and authority to bind the said Company by contracts, including agreements affecting interests in land; and that under date of _____ the said Company, by its Board of Directors, passed a resolution authorizing the execution of a contract with the United States, said contract being dated December 13, 1921, and being in settlement for improvements on land, with consideration named therein of \$309.20.

Such certificate should be signed by ^{you as} the secretary of your company, and have affixed thereto your corporate seal.

Regretting that it is necessary to trouble you with this matter, and assuring you that compliance therewith will facilitate prompt settlement, I am,

Very truly yours,

P W DENT

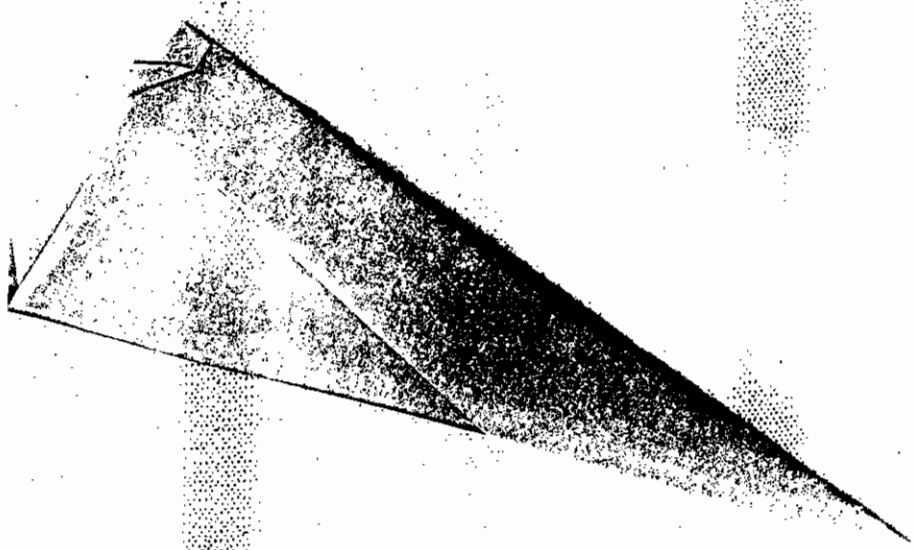
District Counsel.

(C O P Y)

This is to certify that M. L. Cadwallader was, on December 13, 1921, the duly elected and appointed Manager of Rosedale Farms Company; that under the organization papers of the said Rosedale Farms Company the Manager has full power and authority to bind the said Company by contracts, including agreements affecting interests in land; and that under date of December 24, 1921, the said Company, by its Board of Directors, passed a resolution authorizing the execution of a contract with the United States, said contract being dated December 13, 1921, and being in settlement for improvements on land, with consideration named therein of \$309.20.

(CORP. SEAL)

U S STEWART, Secretary.



POSSESSORY CERTIFICATE.

Rio Grande project,
El Paso, Texas, December 13, 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 Rosedale Farms Company and Francisco Espalin, in NE $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 8, W $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 9, T. 51 S., R. 6 E., U. S. 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 AS TO TITLE.

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

A tract of land containing 6.48 acres, more or less, in the northeast quarter of southeast quarter sec. 8, west half of southwest quarter and southeast quarter of 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 Rosedale Farms Company and Francisco Espalin, dated December 13, 1921:

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said ~~Vendor~~ Rosedale Farms Company, which is the reputed owner, is the actual owner; that this company, which is a corporation, is duly authorized to hold and deal in lands; and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land; and further investigation shows that Francisco Espalin, a party Vendor, had an interest in the Government right of way by reason of a cropping arrangement between himself and the Rosedale Farms Company.

El Paso, Texas,
December 13, 1921.

C. F. HARVEY

Clerk.