

point the northwest corner of said section thirty-one lies north 1589.2 feet and west 1013.7 feet; said tract of land containing 9.31 acres, more or less; and

WHEREAS, The United States, in constructing the said Montoya canal, desires immediate possession of the above described tract of land for said right of way purposes; and

WHEREAS, The Contractor is the owner of the improvements, consisting of garden, house, and well

on the aforesaid parcel of land,

NOW, THEREFORE, For and in consideration of the sum of

Sixty and 00/100

Dollars (\$ 60.00).

to the Contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the Contractor hereby waives and releases the United States from any and all claims of whatsoever nature by reason of the damage the Contractor has sustained or may hereafter sustain as a result of the operations of the Reclamation Service as aforesaid; and it is further understood and agreed that the United States, its agents, officers, and employees, shall at all times have the right to go upon said above described land for the purpose of surveying, constructing, repairing, operating, and maintaining said Montoya Canal, or any portion thereof, or any structures appurtenant thereto, and any damage to crops or other improvements thereon belonging to the Contractor that may result in consequence of such entry are hereby waived by the Contractor as hereinbefore provided.

Article 1. 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.

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Article 2.

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 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.

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

ARTICLE 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.

ARTICLE 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).

ARTICLE 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 States or Territories or municipalities having criminal jurisdiction.

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

THE UNITED STATES OF AMERICA,

By A. H. LARSON
Project Manager, U. S. R. S.

E. T. WHITE

JOSEPH B. BARNES

Contractor.

P. O. address El Paso, Texas.

Approved: _____

Chief of Construction.*

(Date) _____, 191

*The approval of the Chief of Construction is not required if he executes the contract in person.

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 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 any other person; 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. 191 ____ My commission expires _____

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

INSTRUCTIONS.

- *The engineer may, in his discretion, waive this requirement, and in that event he will file with the contract his certificate to the effect that the officer signing for and on behalf of the corporation is known to him to be the officer who acts in that capacity for the corporation.

THE EXILED CENTER OF VIKINGS

[illegible]

CERTIFICATE.

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

A tract of land in E $\frac{1}{2}$ of sec. 25, T. 28 S., R. 3 E., and NW $\frac{1}{4}$ sec. 31, T. 28 S., R. 4 E., New Mexico principal meridian, El Paso County, Texas, more particularly described in a quitclaim deed dated October 8, 1918, running from Z. T. White and Lorenzo Ramirez to the United States of America:

That the tax records of said county indicate Z. T. White to be the reputed owner; that the land is not homestead property as to either said White or Ramirez; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the said White, said Ramirez being in possession, however, and cultivating the land with the consent of said White, and for that reason joined in the said quitclaim deed.

C P HARVEY

Asst. Dist. Counsel

El Paso, Texas,
October 21, 1918.

CERTIFICATE.

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

A tract of land in E $\frac{1}{2}$ of sec. 25, T. 26 N., R. 3 E., and NW $\frac{1}{4}$ sec. 31, T. 26 N., R. 4 E., New Mexico principal meridian, El Paso County, Texas, more particularly described in quitclaim deed dated October 8, 1918, running from I. T. White and Lorenzo Ramirez to the United States of America;

That the tax records of said county indicate I. T. White to be the reputed owner; that the land is not homestead property as to either said White or Ramirez; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the said White, said Ramirez being in possession, however, and cultivating the land with the consent of said White, and for that reason joined in the said quitclaim deed.

El Paso, Texas,
October 21, 1918.

C. F. HARVEY

Asst. Dist. Counsel

El Paso, Texas, October 21, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quit-claim deed dated October 8, 1918, running from Z. T. White and Lorenzo Ramirez to the United States of America.

Very truly yours,

G F HARVEY

Assistant District Counsel.

Incl.

of
said claim

R/W

El Paso

Montoya Main Lateral.

Description for

J. J. White.

✓✓✓

A tract of land ~~situated~~ in the
E $\frac{1}{4}$ sec 25 T 28 S R 3 E and N $\frac{1}{4}$
Sec 31, T. 28 S. R. 4 E. N.M.P.M. as
extended by U.S.R.S. into Texas and in sur's no's
267, S.O. & M. Ry Co., 158 B.B.B. & C Ry Co. & 155 J.M. Jett.

Said tract of land being sixty (60) ft
wide lying thirty (30) ft on each side
of a center line for the Montoya main
Lateral of the Rio Grande Project, said
center line being described as follows:

Beginning at a point on the property
line between land of the Grantor herein
and Angelina Hale, said property line
having a bearing S 89° 55' W and from
which point the S. W. corner of said
Hale tract bears S 89° 55' W 1271' ft
and the N. E. corner of said sec. 25,
lies N 59° 26' E 1024' ft.

Thence S 31° 43' E 760' ft.

Thence to the right along the arc
of a 2314' radius curve tangent to
the last course, a distance of 98' ft

Damage Contract for Garden ³⁰⁻
Truck, House & Well. ²⁰⁻ ¹⁰⁻
Sixty 00/100 -

To be signed by renter
on this land.

The Mexican will be in on
the 10th to sign same

10/8/18

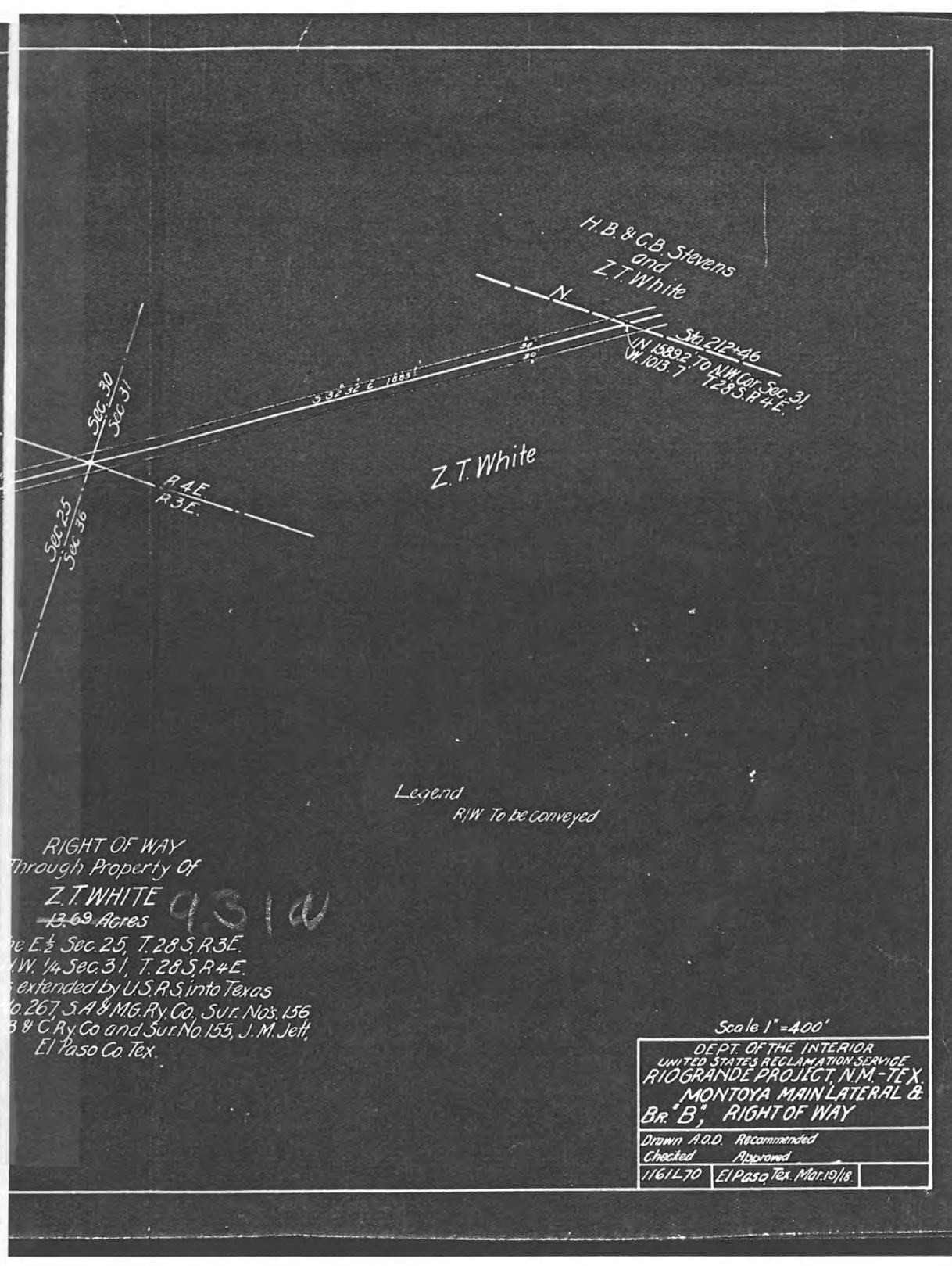
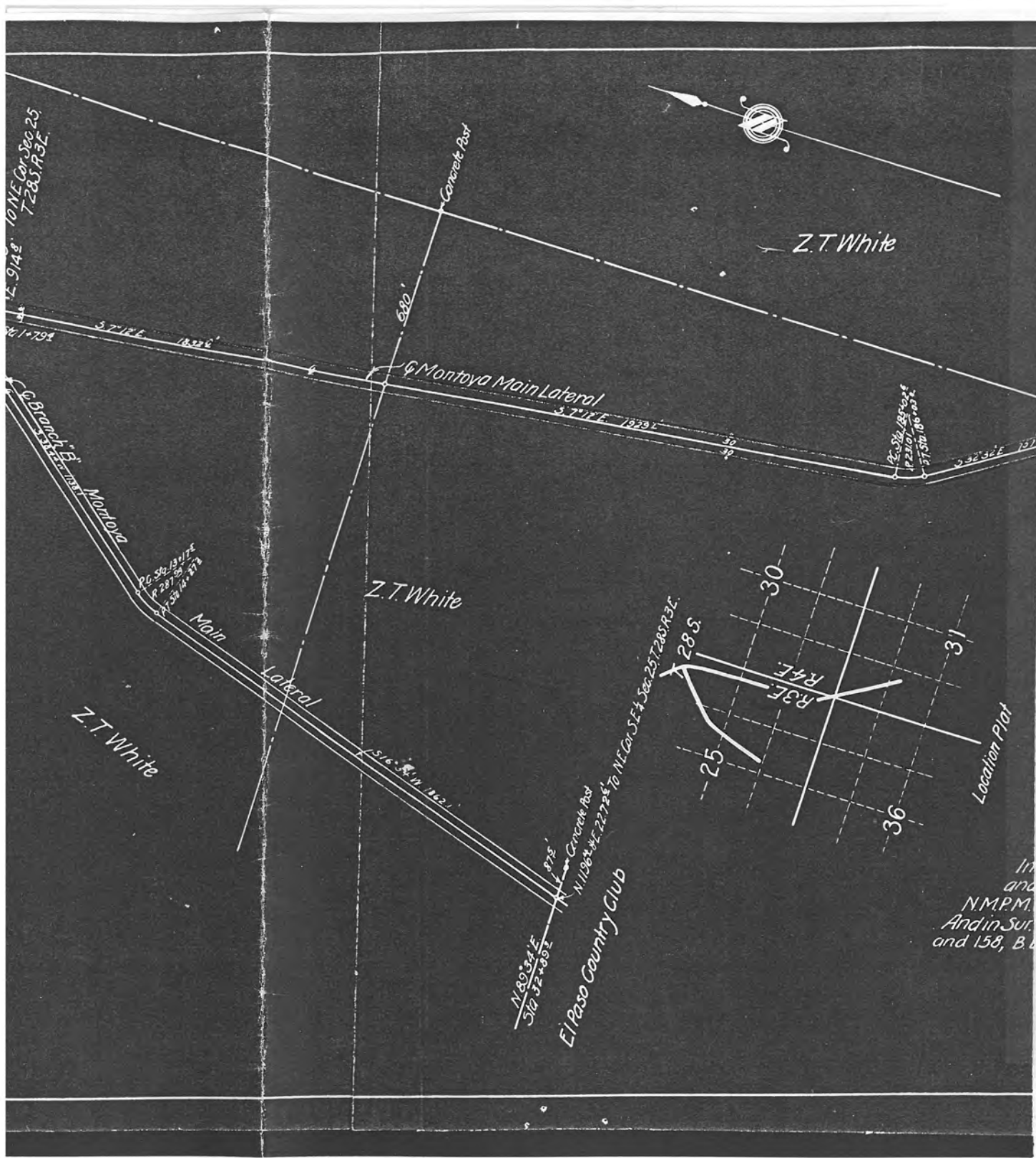
copy to Mrs Howell.

line on 100 ft chord.

Thence S $7^{\circ}12'$ E 3761 $\frac{1}{2}$ ft

Thence to the left along the arc of
a 231 $\frac{1}{2}$ radius curve tangent to the
last course, a distance of 101 $\frac{1}{2}$ ft
based on 100 ft chord.

Thence S $32^{\circ}32'$ E 757 ft to the
S E corner said sec 25, at 2642 $\frac{1}{2}$ ft
to a point on the property line
between land of Grantor Reun and
H. B. & C. R. Stevens and J. S. White,
and terminating with said property
line, said property line having a bearing
North, and from which point the
N. W. corner of said sec 31, lies N.
15 $^{\circ}49'$ E 101 $\frac{1}{2}$ ft. One half
of land containing 9 $\frac{3}{4}$ acres more
or less.



RIGHT OF WAY
Through Property Of
Z.T. WHITE
13.69 Acres
1/4 Sec. 25, T. 28 S. R. 3 E.
and 1/4 Sec. 31, T. 28 S. R. 4 E.
N.M.P.M. extended by U.S.R.S. into Texas
And in Sur. No. 267, S.A. & M.G. Ry. Co., Sur. Nos. 156
and 158, B. & C. Ry. Co. and Sur. No. 155, J. M. Jett,
El Paso Co. Tex.

Legend
R/W To be Conveyed

Scale 1" = 400'

DEPT. OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIOGRANDE PROJECT, N.M. - TEX.
MONTAÑA MAIN LATERAL &
BR. B' RIGHT OF WAY

Drawn A.D. Recommended
Checked Approved

1161 L70 El Paso Tex. Mar. 19/18.