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HAMILTON, WILLIAM AND LUCERO, ANTONIA PURCHASE OF IMPROVEMENTS (Stock Subscription Contract)

RIVER DRAIN

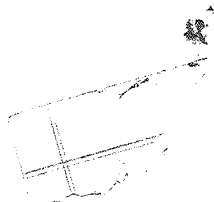
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SEPT 1923



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Ria Grande PROJECT New Mexico-Texas

THIS AGREEMENT, made September 4, nineteen hundred
and twenty-three, 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~~
William Hamilton and Antonia Lucero,

hereinafter styled ~~Contractor~~ Vendor, 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 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-quarter ($\frac{1}{4}$) of a mile West of the Town of San Elizario, Texas, in the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section five (5), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey; being also in the San Elizario Grant, and more particularly described as follows:

Beginning at a point, which point is the most Westerly corner of land of the Vendor, and from which point the Northwest corner of said Section five (5) bears North thirty-two (32) degrees twenty-eight (28) minutes thirty (30) seconds West three thousand seven hundred forty-one and forty-two hundredths (3741.42) feet; thence along the Northwesterly property line of land of the Vendor North thirty-nine (39) degrees thirty-eight (38) minutes East one hundred

Corrected to Engineering Data
Date.....

ninety-eight and forty-eight hundredths (98.48) feet; thence South
nine (09) degrees fifty-five (55) minutes East four hundred fifty-
two and seventy-seven hundredths (452.77) feet to a point from which
the Southeast corner of said Section five (5) bears South fifty-nine
(59) degrees nineteen (19) minutes thirty-six (36) seconds East three
thousand five hundred seventy-six and eleven-hundredths (3576.11)
feet; thence South forty (40) degrees one (01) minute West seventeen
and sixty-seven hundredths (17.67) feet to the most southerly corner
of land of the Vendor; thence along the westerly property line of
land of the Vendor North thirty-two (32) degrees twelve (12) minutes
West three hundred sixty-two and fifty-hundredths (362.50) feet to
the point of beginning; said tract of land containing eighty-five
hundredths (0.85) of an acre, more or less.

3. The Vendor, on behalf of themselves, their 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, oper-
ation and maintenance thereof of works pertaining to the United
States Reclamation Service.

4. In consideration whereof, the United States agrees to pay
the Vendor the sum of Two Hundred and no/100 Dollars and no/100 Dollars
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 herein stated.

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-emption contract with 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 incumbrance, and for this purpose will submit any
abstract or title papers which they may have in their possession,
and for the purpose will at its own expense
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
Bureau of Reclamation, 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 Bureau of Reclamation 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 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 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 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 they 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.

^{Vendor}
10. The ~~contractor~~ ^{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~~ ^{Vendor} 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 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 States 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.

Witnesses to mark:

Geo. W. Hoadley

Mrs. Alice R. Hoadley

William Hamilton

Vendor ~~Contractor~~

her X mark

Antonia Lucero

~~XXXBXX~~

Vendor

P. O. Address San Elizario, 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.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, September 5, 1923.
(Place) (Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated September 4, 1923.

With William Hamilton and Antonia Lucero

Estimated amount involved, \$ 200.00 Authority No. 6-65G-R4
Accompanied by bond and copies. or Clearing Acct.
(Insert "Yes" or "No" bond) No bond

Purchase of improvements on 0.85 of an acre of land
Purpose: granted for canal purposes by stock-subscription contract
with water users' association. Land required for the
River Drain. 0.50 of an acre of alfalfa, \$75.00; 0.35 of
an acre of orchard, \$125.00; total \$200.00.

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
- " " 2 " possessory certificate
- " " 3 " f. l. t.
- " " 2 " certificate as to title
- 3 blueprints

L. M. Larson
Project Manager
(Signature)

El Paso, Texas, September 6, 1923.
(Place) (Date)

The above-described contract and bond, if any, approved as to form,
execution, and legal sufficiency by J. H. Hamilton
on September 6, 1923 Clerk ~~District Counsel~~

Inclosures as follows returned to Project Manager:

3-6365

(Same as above)

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated September 4, 1923, with William Hamilton and Antonia Lucero, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely as right of way for the River Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$200.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson
Project Manager.

El Paso, Texas, September 5, 1923.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, Bureau of Reclamation, hereby certify that I have personally examined the land sought to be acquired by the United States from William Hamilton and Antonia Lucero, in the NE $\frac{1}{2}$ SW $\frac{1}{2}$ of Section 5, Township 33 South, Range 7 East, New Mexico Principal Meridian, Bureau of Reclamation 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.

El Paso, Texas, September 5, 1923.

CERTIFICATE AS TO TITLE

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

A tract of land containing 0.85 of an acre, more or less, in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 33 South, Range 7 East, New Mexico Principal Meridian, Bureau of Reclamation survey, El Paso County, Texas, and more particularly described in agreement with William Hamilton and Antonia Lucero, dated September 4, 1923;

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, except the lien incident to taxes for the year 1923, which are not yet payable, and as the remaining land is considered to be of more than sufficient value to meet the taxes for the year 1923 in the event that the land is sold for delinquent taxes, it is recommended that the payment of the 1923 taxes be waived as a prior requisite to the payment of the purchase price for the said improvements.

J. H. Hamilton
Clerk

El Paso, Texas, September 5, 1923.