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LORENZO LITERARY & BENEVOLENT INST.

PURCHASE OF IMPROVEMENTS (Stock Subscription Contract)

(180)

RIVER DRAIN

0023-0084-0003-0018-(3) Texas

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, made April 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 authority of the United States Reclamation Service~~ and Loretto Literary and
Benevolent Inst., a corporation duly organized under the laws of
the State of Kentucky, and Blas Loya and Ricardo Sandoval,
hereinafter styled ~~Contractor,~~ ^{Vendor} their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~XXXXXXXXXXXXXXXXXXXX~~

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 whatever 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:

Two tracts of land located in the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section fifteen (15), the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) and the West half of the Southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section sixteen (16), all in Township thirty-three (33) South, Range seven (27) East, New Mexico Principal Meridian, United States Reclamation Service survey, and being also in Surveys Nos. 19, 20 and 21 of Block one (1) of the San Elizario Grant, and described as follows:

TRACT 1. Beginning at the most Westerly point of Tract No. 1, from which point the Southeast corner of said Section sixteen (16) bears South fifty-three (53) degrees twelve (12) minutes East one thousand five hundred fifty-nine and twenty-one hundredths (1559.21) feet; thence North eighty-nine (89) degrees fifty-eight (58) minutes East three hundred eighty-four and twenty-six hun-

Connected to Engineering Data

dredths (384.26) feet; thence North seventy-three (73) degrees forty-one (41) minutes East eighty-six and six-tenths (86.6) feet; thence South seventy-one (71) degrees three (03) minutes East eight hundred forty-seven and twenty-nine hundredths (847.29) feet; thence South fifty-six (56) degrees thirteen (13) minutes East one hundred three and sixteen-hundredths (103.16) feet to a point on the Easterly property line of land of the Vendor; thence along said property line South seventeen (17) degrees seventeen (17) minutes West one hundred forty-eight and sixty-five hundredths (148.65) feet to a point from which the Southwest corner of said Section fifteen (15) bears South seven (07) degrees sixteen (16) minutes twenty-six (26) seconds West four hundred eighty-eight and three-hundredths (488.03) feet; thence North seventy-one (71) degrees three (03) minutes West one thousand three hundred eighty-five and four-tenths (1385.4) feet to the point of beginning; said tract of land containing four and fifty-five hundredths (4.55) acres, more or less;

TRACT 2. Beginning at the most easterly point of Tract No. 2, which bears North seventy-one (71) degrees three (03) minutes West two hundred fifty-two and five-tenths (252.5) feet from the aforementioned most Westerly point of Tract No. 1, and from which point the Southeast corner of said Section sixteen (16) bears South fifty-five (55) degrees forty (40) minutes East one thousand eight hundred one and twenty-two hundredths (1801.22) feet; thence North seventy-one (71) degrees three (03) minutes West two hundred sixty-six and forty-three hundredths (266.43) feet; thence to the right along a curve of five hundred ninety-seven and ninety-six hundredths (597.96) foot radius, one hundred ninety-three and ninety-four hundredths (193.94) feet, measured on the arc; thence North fifty-two (52) degrees twenty-eight (28) minutes West seven hundred ninety-six and thirty-three hundredths (796.33) feet to a point on the Westerly property line of land of the Vendor, from which point the Southeast corner of said Section sixteen (16) bears South fifty-six (56) degrees thirty-two (32) minutes thirty-eight (38) seconds East three thousand forty-five and fifty-four hundredths (3045.54) feet; thence along said property line North twenty-three (23) degrees fifty-three (53) minutes East thirteen and seventy-three hundredths (13.73) feet; thence South fifty-six (56) degrees nine (09) minutes East one hundred eighty-one and fourteen-hundredths (181.14) feet; thence South sixty (60) degrees eight (08) minutes East one hundred sixteen and twenty-three hundredths (116.23) feet; thence South forty (40) degrees nine (09) minutes East one hundred eighty-five and eighteen hundredths (185.18) feet; thence South fifty-two (52) degrees twenty-eight (28) minutes East one hundred seventy-six and twenty-three hundredths (176.23) feet; thence North eighty-nine (89) degrees thirty-nine (39) minutes East two hundred two and forty-two hundredths (202.42) feet; thence North seventy-seven (77) degrees eighteen (18) minutes East ninety-seven and seventy-five hundredths (97.75) feet; thence South forty-seven (47) degrees five (05) minutes East one hundred seventy-seven and twenty-eight hundredths (177.28) feet; thence South thirty-two (32) degrees fifty-four (54) minutes East two hundred two and thirty-six hundredths (202.36) feet to the point of beginning; said tract of land containing one and sixty-eight hundredths (1.68) acres, 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 parcels 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 the Vendor the sum of Thirty and no/100 (\$30.00) 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 herein stated. As a further consideration there will be constructed by and at the expense of the United States a farm bridge of the standard design adopted and now being used on the Rio Grande Project; said bridge shall be constructed at or near Station 326 + 00 of the San Elizario Lateral and work thereupon shall be commenced and completed within a reasonable time after excavation of said lateral at the point mentioned. Upon completion of said bridge the same shall become the property of the Vendor, but the United States shall have the right to use the same in the operation and maintenance of said lateral. The Vendor shall keep said structure in such condition as to be suitable for such use by the United States and so as not to interfere with the proper operation and maintenance of said lateral.

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 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, 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, 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 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.

~~Contractor~~
Vendor
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~~ 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 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.

LORETTO LITERARY AND BENEVOLENT INST.,
By Mother Praxedes
Vendor ~~Contractor~~

Witnesses to mark:
Geo. W. Hoadley
P. Loya

* By Blas X Loya
his mark
Ricardo Sandoval
Vendor
P. O. Address 4606 Frowbridge Street
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.

THE STATE OF TEXAS,)
County of El Paso.)

Before me, the undersigned authority, on this day personally appeared Mother Iruxedes, Mother Superior of the Lovette Literary and Benevolent Inst., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of said corporation, as Mother Superior thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 4th day of April, A. D. 1923.

Geo. W. Humbley
Notary Public in and for
El Paso County, Texas.

(SPAL)

My commission expires June 1, 1923.

POSSESSORY CERTIFICATE

I, Geo. W. Headley, Assistant Engineer, United States Reclamation Service, hereby certify that I have personally examined the land sought to be acquired by the United States from Lorette Literary and Benevolent Inst., a corporation, Blas Loya and Ricardo Sandoval, in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and the W $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, all in Township 33 South, Range 7 East, N.M.P.M., 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. Headley
Assistant Engineer.

El Paso, Texas, May 10, 1923.

CERTIFICATE AS TO TITLE.

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

A tract of land containing 4.55 acres, also a tract containing 1.68 acres, more or less, in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and the W $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, all in Township 33 South, Range 7 East, N.M.P.M., U. S. Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement dated April 4, 1923, with Loretto Literary and Benevolent Inst., a corporation, Blas Loya and Ricardo Sandoval;

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.

J. E. Hamilton
Clerk

El Paso, Texas, May 10, 1925.

El Paso, Texas, April 6, 1923.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for official record agreement dated April 4, 1923, between the United States and Loretto Literary and Benevolent Inst., Blas Loya and Ricardo Sandoval in connection with right of way for the River Drain and San Elizario Lateral.

If the recordation of this agreement could be completed by April 27th, it would be greatly appreciated.

Very truly yours,

J. H. Hamilton
Clerk

enc 1

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated April 4, 1923, with Loretto Literary and Benevolent Inst., a corporation, and Blas Loya and Ricardo Sandoval, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the River Drain and San Elizario Lateral, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$30.00 and the construction of a farm bridge to cost approximately \$150.00, 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, April 4, 1923

CERTIFICATE

I HEREBY CERTIFY that I have personal knowledge of the organization known as the Loretto Literary and Benevolent Inst., a corporation, and that Mother Praxedes is known to me to be the Mother Superior of such organization in El Paso, and as such is authorized to and does execute contracts for the said corporation.

L. E. Lawson
Project Manager.

El Paso, Texas, April 4, 1923.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, May 10, 1923.
(Place) (Date)

Project Manager to District Counsel.

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

With Loretto Literary and Benevolent Inst., a corporation, Blas Loya and Ricardo Sandoval

Estimated amount involved, \$ 30.00

Authority No. 5-42G-R2 and
or Clearing Acct. 6-63G-R4

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

Purpose: Purchase of improvements on 6.23 acres of land granted for canal purposes by stock-subscription contract with water users' association. Land required for River Drain and San Elizario Lateral. \$30.00 for loss of crops. One farm bridge to be constructed across lateral at cost of \$150.00.

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 contract
" " 2 " certificate of recommendation
" " 2 " possessory certificate
" " 2 " f.l.t.
" " 2 " certificate as to title

3 blueprints

NOTE: Delay in transmitting occasioned by original contract being held for recordation.

L. M. Rawson
Project Manager.
(Signature)

El Paso, Texas, May 10, 1923.

(Place)

(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by J. H. Hamilton

on May 10, 1923

Clerk

~~XXXXXXXXXXXXXX~~

Inclosures as follows returned to Project Manager:

6-6365

(Same as above)

THE STATE OF TEXAS

COUNTY OF EL PASO,

Public,

BEFORE ME,

Geo. W. Hoadley, a Notary

in and for El Paso County, Texas, on this day

personally appeared Blas Loya and Ricardo Santoval

known to me to be the person whose name is

subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 4th day of April A. D., 1925.

(REAL)

Geo. W. Hoadley

My commission expires June 1, 1928.

Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

Before me,

in and for El Paso County, Texas, on this day personally appeared

wife of known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS,

COUNTY OF EL PASO.

F. D. Groat

I Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 4 day of Apr, A. D. 1925 with its certificate of authentication, was filed for record in my office this 7 day of Apr, A. D. 1925 at 10:05 o'clock A M and duly recorded the 13 day of Apr, A. D. 1925 at 2:45 o'clock P M in the records of said County, in Volume 408 on Pages 167

Witness my hand and the seal of the County Court of said County, at office El Paso, Texas, the day and year last above written.

F. D. Groat

Clerk County Court, El Paso County, Texas.

Florence C. Cook

By Deputy.

(REAL)