

NP

RUIZ, HERMINIO, et. ux. PURCHASE OF IMPROVEMENTS (Stock Subscription Contract)

RIVER DRAIN

(180)

0023-0086-0014-00

20-(14) Texas

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project **El Paso, Texas, Aug. 16, 1922.**
(Place.) (Date.)

Project Manager to Chief Engineer, through District Counsel.

Subject: Forwarding contract dated **July 8, 1922** for approval *execution deed* *acceptance*

With **Herminio Ruiz and wife**

From

Estimated amount involved, \$ **547.00**

Authority No. **6-66**
or Clearing Acct.

Accompanied by bond and 2 copies *No bond*

Purpose:

Purchase of improvements (See details under remarks)

Advise Project Manager at **El Paso, Texas**
(Post office address.)

District Counsel at **El Paso, Texas** ✓
(Post office address.)

and

execution
of the approval of the above, using extra copy hereof.
acceptance

NOTE.—Before submitting contract or deed, see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, page 205, Vol. I of Manual.

Inclosures from project office:

- Original and **4** copies of this form letter.
- Original and **3** copies of contract.
- " " **1** copy *deed* certificate of recommendation
- " " **1** " possessory certificate
- ~~2 2 ~~XXXXXXXXXX~~~~
- " " **1** " certificate as to title
- " " **1** " report of appraisal board

2 blueprints

(Contract executed July 22, 1922)

L. H. Lawson

(Signature.)

Project Manager

Denver, Colo.,

The above-described contract, and bond if any, approved

by **R. F. Walter** Chief Engineer, on

Denver, Colo.,

Chief Engineer to Director:

It is recommended that the above-described contract be approved *executed deed* *accepted*
and bond if any, approved.

Inclosures listed on reverse.

(Signature.)

Washington, D. C.,

Contract approved and bond, if any, approved by *executed Deed* *accepted*

H. K. ... Rio Grande Project.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

-----RIO GRANDE----- PROJECT TEXAS - NEW MEXICO.

THIS AGREEMENT, made July 8, nineteen hundred
and twenty-two, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof ~~and~~ ^{or} 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 Herminio Ruiz and
Guadalupe Ruiz, Husband and Wife,

hereinafter styled ~~Contractor,~~ ^{Vendor,} their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that--

~~2. 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, and 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:

Lying in the town of Cuadrilla, Texas, in the southeast quarter of the northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) section twenty-five (25), township thirty-three (33) south, range seven (7) east, and the southwest quarter of the northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) section thirty (30), township thirty-three (33) south, range eight (8) east, United States Reclamation Service survey, and being also in the San Elizario Grant Tract No. 1, and beginning at a point on the easterly right of way line of the Cuadrilla lateral, the property of the United States, for the northeast corner of the tract of land herein described, and from which point the northeast corner of the said section twenty-five (25) bears north twelve (12) degrees five (5) minutes east one thousand nine hundred thirty-nine and sixty-two hundredths (1939.62) feet distant; thence south ~~thir~~ forty-three (43) degrees thirty-one (31) minutes east ninety and fifteen-hundredths (90.15) feet; thence

S. M. A.
Corrected as to Engineering Data

south forty-one (41) degrees nine (9) minutes east seven hundred sixteen and eighty-three hundredths (716.83) to a point on the right of way line at the junction of the middle drain, which is the property of the United States; thence along said last mentioned right of way line north sixty-three (63) degrees thirty-one (31) minutes west three hundred fifteen and thirty-five hundredths (315.35) feet; thence north forty-one (41) degrees nine (9) minutes west four hundred twenty-two and seventy-five hundredths (422.75) feet; thence north forty-three (43) degrees thirty-one (31) minutes west eight and nineteen-hundredths (8.19) feet to a point on the easterly right of way line of said Cuadrilla lateral; thence along the last mentioned ~~right~~ right of way line north twelve (12) degrees fifty-eight (58) minutes east one hundred forty-three and ninety-three (143.93) feet to the point of beginning; said tract of land containing one and seven-tenths (1.7) 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 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 Forty-seven 00/100 (\$347.00) 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. 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 108 + 25 of the River Drain, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the point mentioned. Upon completion of the 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 drain. The vendor shall keep the said bridge 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 drain.

6. 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.

7. 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

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.

12. 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.

13. 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 I. M. LAWSON

Project Manager, U. S. R. S.

Herminio Ruiz
~~Contractor~~

~~By~~ Guadalupe Ruiz
Vendor

P. O. Address Box #11,

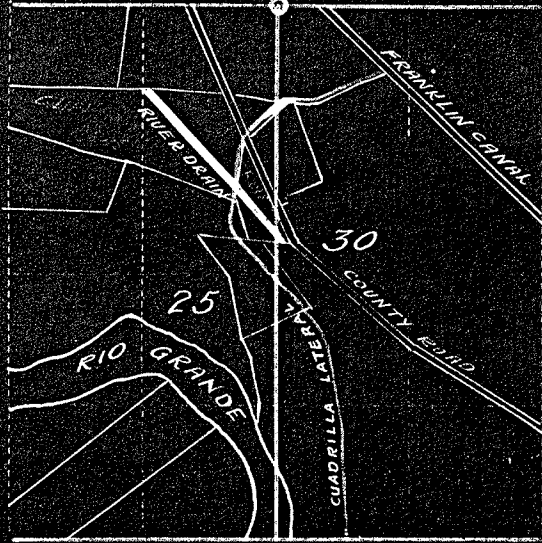
Fabens, Texas.

† Approved:

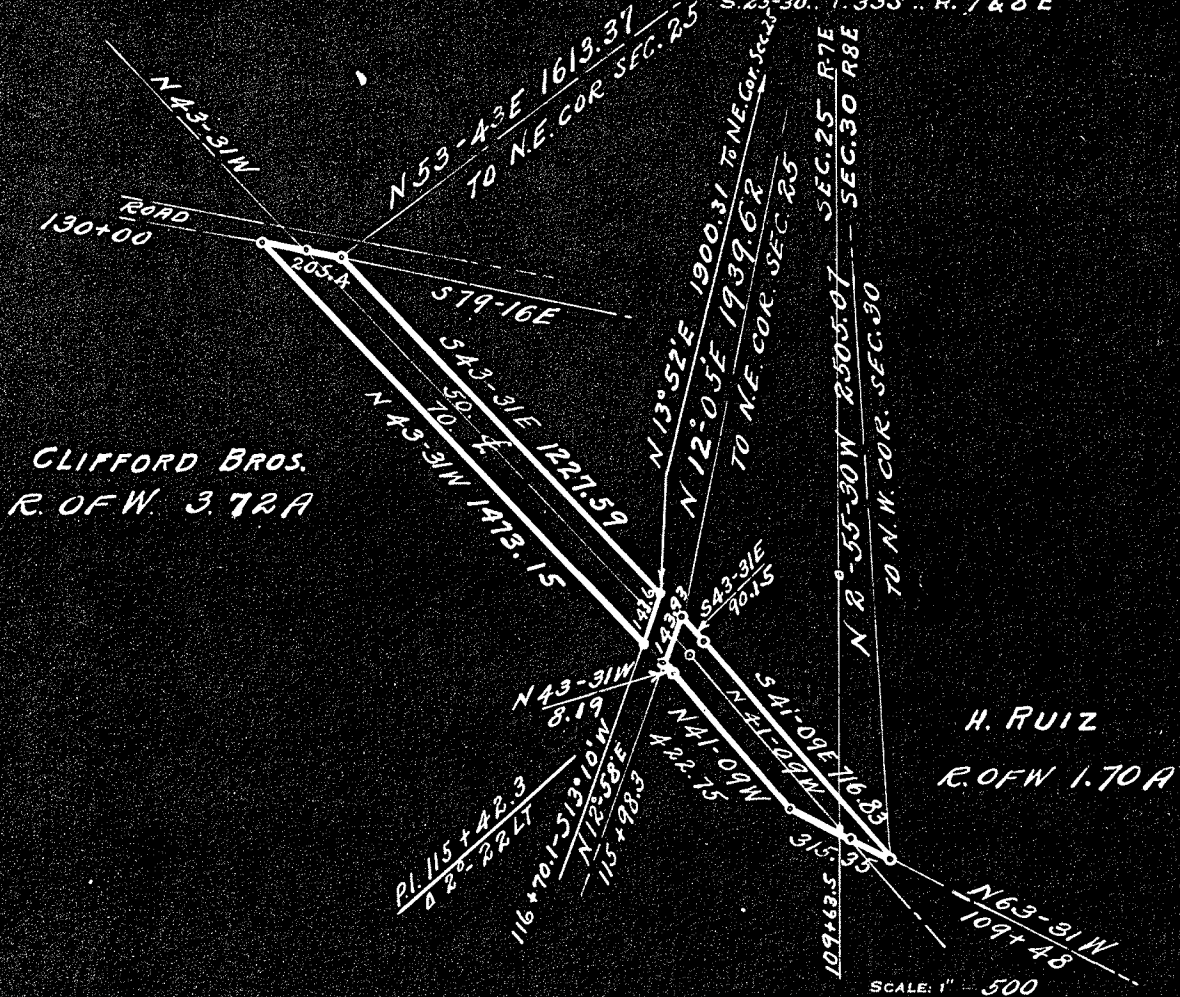
(Date) _____, 19____

* See pars. 6 and 7, Instructions, over WILL OF DISQUALIFICATION
† 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.

SCALE: 1" = 2000'

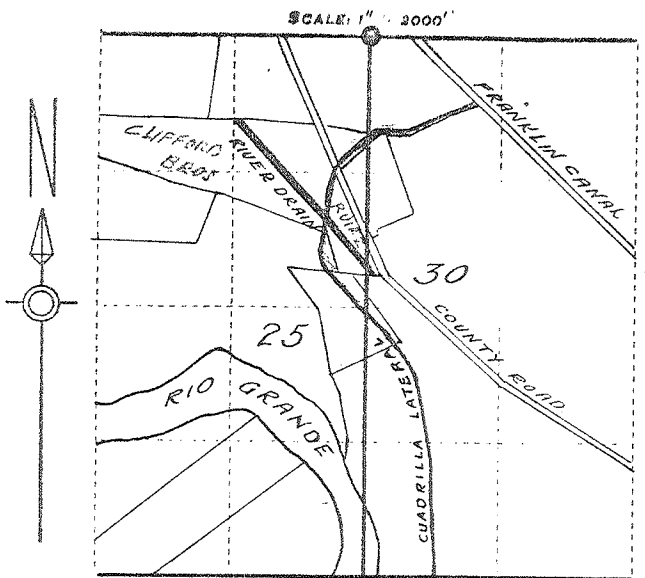


LOCATION PLAT
S. 25-30, T. 33S., R. 7 & 8 E

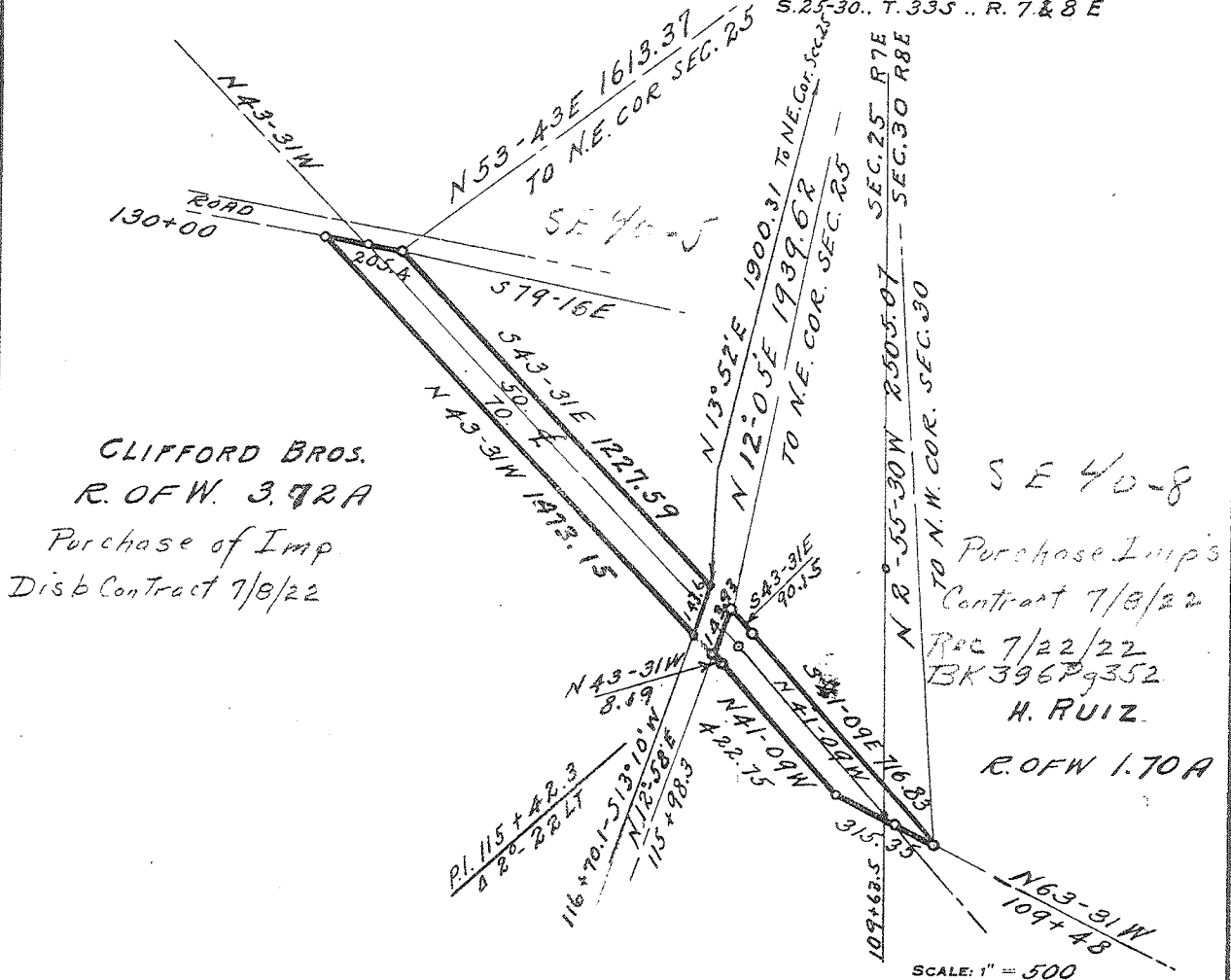


DEPARTMENT OF THE INTERIOR.
 UNITED STATES RECLAMATION SERVICE.
 RIO GRANDE PROJECT- NEW MEXICO- TEXAS
**EL PASO VALLEY
 RIVER DRAIN**
 RIGHT OF WAY

FIELD WORK: CHECKED: **I.M.P.**
 DRAWN: **S.G.** APPROVED:
 10271-50 EL PASO, TEX. MAY 1922



LOCATION PLAT
S. 25-30., T. 33S., R. 7 & 8 E



DEPARTMENT OF THE INTERIOR,
UNITED STATES RECLAMATION SERVICE,
RIO GRANDE PROJECT- NEW MEXICO- TEXAS

**EL PASO VALLEY
RIVER DRAIN
RIGHT OF WAY**

FIELD WORK: CHECKED: *J.M.P.*

DRAWN: *S.R.* APPROVED:

1027L-50 | EL PASO, TEX., MAY 1922

No. 8.

Certificate of Record

The State of Texas, County of El Paso, I. W. Greet, County Clerk in and for the said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 22d day of July, A. D. 1922, at 5:00 o'clock P. M., and duly recorded the 27th day of July, A. D. 1922, at 8:20 o'clock A. M. in the Deed Records of said County, in Volume 396 on page 352.

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

W. D. GREET
County Clerk
By Florence C. Rock,
Deputy.

(SEAL)

51599

Compared

Indexed

AGREEMENT
The United States of
America
By L. M. Lawson, U.S.R.S.
and
Herminia Ruiz
Guadalupe Ruiz

Filed for Record July 22, 1922
at 5 o'clock P. M.

W. D. GREET
County Clerk
By C. Aranda
Deputy

396/352

7/8/22

THE STATE OF TEXAS)
County of El Paso.) BEFORE ME, Geo. W. Hoadley, a Notary Public
in and for El Paso County, Texas, on this day personally appeared
Herminio Ruiz and Guadalupe Ruiz, his wife, known to me to be the
persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they executed the same for the purposes
and consideration therein expressed.

Given under my hand and seal of office, this 8th day of July,
A. D. 1922.

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

(SEAL)
My commission expires June 1, 1923.

THE STATE OF TEXAS)
County of El Paso.)) Before me, Geo. W. Hoadley, a Notary Public
in and for El Paso County, Texas, on this day personally appeared
Guadalupe Ruiz, wife of Herminio Ruiz, 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 Guadalupe Ruiz
acknowledged such instrument to be her act and deed, and declared
that she had willingly signed the same for the purposes and con-
sideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 8th day of July,
A. D. 1922.

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

My commission expires June 1, 1923.

El Paso, Texas, July 22, 1922.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for official record contract dated July 8, 1922, between the United States and Herminio Ruiz and wife in connection with purchase of certain improvements on land included in right of way for the River Drain, El Paso County, Texas.

Very truly yours,

P. W. Dent
District Counsel

enc 1

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated July 8, 1922, with Herminio Ruiz and Guadalupe Ruiz, husband and wife, is required for the 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, \$347.00, 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, July 22, 1922.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, July 22, 1922.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, hereby certify that I have personally examined the land sought to be acquired by the United States from Herminio Ruiz and Guadalupe Ruiz, Husband and Wife, in the Town of Cuadrilla, Texas, in the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) Section twenty-five, Township thirty-three (33) South, Range seven (7) East and the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) Section thirty (30), Township thirty-three (33) South, Range eight (8) East, United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande Project, and that 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.

REPORT OF BOARD OF APPRAISAL

We, the undersigned, members of a board designated to fix the value of the improvements to be purchased from Herminio Ruiz and wife by the United States on land included in right of way for the River Drain, Rio Grande Project, described in contract dated July 8, 1922, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$347.00 and the building of a bridge at a cost of approximately \$450.00.

Roland Harwell
Representative El Paso County
Water Improvement District No.1

Geo. W. Hoadley
Representative U. S. Reclamation
Service.

El Paso, Texas, July 22, 1922.

CERTIFICATE AS TO TITLE

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

A tract of land containing 1.7 acres, more or less, in the Southeast quarter of the Northeast quarter, Section 25, Township 33 South, Range 7 East, and the Southwest quarter of the Northwest quarter, Section 30, Township 33 South, Range 8 East, United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with Herminio Ruiz and Guadalupe Ruiz, his wife, Vendor, dated July 8, 1922:

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.

F. W. Dent
District Counsel

El Paso, Texas, July 22, 1922.