

18

JOHETTO LITERARY & BENEVOLENT INSTT. OF KENTUCKY
WARRANTY DEED
(183)
RIVERSIDE CANAL

0023-0084-0008-00

18-(8) Texas

THE STATE OF TEXAS, }
COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS:

That Loretto Literary and Benevolent Institution of Kentucky,
a corporation, of ~~El Paso~~ ^{Marion} ~~County~~ ^{Kentucky}, for and in consideration of the sum of (\$1876.20) Eighteen
hundred seventy-six and 20/100 ----- Dollars, to it paid by the United States of America,
the receipt of which is hereby acknowledged.

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said the
United States of America, pursuant to the provisions of the Act of June 17, 1902 (32 Stat.
388) and acts amendatory thereof or supplementary thereto,

~~of the County of El Paso and State of Texas~~, all that certain property known and described as follows, to-wit:

A tract of land lying and situate in El Paso County, Texas, and in the Southeast
quarter (SE $\frac{1}{4}$) Southwest quarter (SW $\frac{1}{4}$) Section sixteen (16), Northeast quarter (NE $\frac{1}{4}$) and
the Northeast quarter (NE $\frac{1}{4}$) Northwest quarter (NW $\frac{1}{4}$) Section twenty-one (21) Township
thirty-three (33) South Range seven (7) East, Bureau of Reclamation Survey, being also
within surveys nineteen (19), Twenty (20) and twenty-one (21) of the Mainland San Elizario
Grant, shown as tract four (4), Block thirty-seven (37), on plat of the official re-sur-
vey of the Mainland San Elizario Grant as accepted by the Commissioner's Court of El Paso
County, Texas, the 13th day of January, 1930, and of record in the office of the County
Clerk of said county and state, being more particularly described as follows:

Beginning at a point on the line between tract four (4) Block thirty-seven (37) and
tract eight (8) block thirty-five (35) of the said re-survey of the Mainland San Elizario
Grant and from which point an iron pipe at the Northwest corner of said tract four (4)
block thirty-seven (37) bears North twenty-one (21°) degrees fifty (50') minutes East
five hundred eight and three tenths (508.3) feet and North twenty-two (22°) degrees
fourteen (14') minutes East eight hundred ninety-seven and seven tenths (897.7) feet,
thence South fifty-eight (58°) degrees twenty-one (21') minutes East two thousand two
hundred twenty-eight and one tenth (2228.1) feet, thence South fifty-five (55°) degrees
fifty (50') minutes East one hundred ninety-six and seven tenths (196.7) feet, thence
South fifty-three (53°) degrees nineteen (19') minutes East one hundred ninety-six and
seven tenths (196.7) feet, thence South fifty (50°) degrees forty-eight (48') minutes
East, four hundred forty-eight and nine tenths (448.9) feet to a point on the line be-
tween tracts three (3) and four (4) block thirty-seven (37) of said re-survey of the
Mainland San Elizario Grant, and from which point an iron pipe at the Northeast (NE)
corner of said tract four (4) block thirty-seven (37) bears North seventeen (17°) de-
grees thirty-one (31') minutes East one thousand eight hundred eighty and two tenths
(1880.2) feet, thence South seventeen (17°) degrees thirty-one (31') minutes West two
hundred fifty-eight and three tenths (258.3) feet along line between said tracts three
(3) and four (4) block thirty-seven (37), thence North fifty (50°) degrees forty-eight
(48') minutes West five hundred forty-four and three tenths (544.3) feet, thence North
fifty-three (53°) degrees nineteen (19') minutes West one hundred eighty and nine tenths
(180.9) feet, thence North fifty-five (55°) degrees fifty (50') minutes West one hundred
eighty and nine tenths (180.9) feet; thence South thirty-one (31°) degrees thirty-nine

(39) minutes West fifteen and no tenths (15.0) feet; thence North fifty-eight (58°)
degrees twenty-one (21') minutes West two thousand one hundred eighty-four and no
tenths (2184.0) feet to a point on the line between tract four (4) block thirty-
seven (37) and tract eight (8) block thirty-five (35) of said re-survey of the Main-
land San Elizario Grant; thence North twenty-one (21°) degrees fifty (50') minutes
East along said line, ~~thence~~ between tract four (4) block thirty-seven (37) and
tract eight (8) block thirty-five (35) two hundred fifty-eight and eight tenths
(258.8) feet to the point of beginning, said tract of land containing seventeen and
seven tenths (17.7) acres more or less, all as shown on plat attached to contract
between the grantor and grantees herein dated May 5, 1930, and of record in Book 530,
at page 515, Deed Records of El Paso County, Texas.

IN TESTIMONY WHEREOF Loretto Literary and Benevolent Institution of Kentucky

has caused these presents to be executed by its
seal to be hereto affixed, this 21st day of

President, attested by its Secretary and its corporate
July A. D. 1930.

Attest:

LORETTO LITERARY AND BENEVOLENT INSTITUTION
of Kentucky

Mother Ann Marita Maley Secretary.

By Mother M. Olivette Norton
President.

Correct as to Engr. Data G. W. H.

KENTUCKY,
THE STATE OF TEXAS,
COUNTY OF EL PASO
MARION.

Before me, the undersigned authority, on this day personally appeared Mother M. Olivette Norton,

President of Loretto Literary and Benevolent Institution of Kentucky

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, as President thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 21st day of July A. D. 1930.

M. Genevieve Wheat

My Commission expires Dec. 14, 1932.

Notary Public in and for El Paso County, Texas
Marion County, Kentucky.

CERTIFICATE OF RECORD.

The State of Texas)
County of El Paso)

I, W. D. Greet, County Clerk in and for 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 16th day of Sept. A. D. 1930 at 10:50 o'clock A.M. and duly recorded the 19th day of Sept. A.D. 1930, at 1:22 o'clock P.M. in the Deed Records of said County, in volume 537 on page 164.

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

W. D. Greet, County Clerk.

By A. A. Osborne, Deputy.

CORPORATION-NO. 38-C

WARRANTY DEED

Loretto Literary and Benevolent

Institution of Kentucky,

TO

The United States of America.

Filed for record, this 16

day of September 1930, at 10

o'clock and 50 minutes A. M.

W. D. Greet

Clerk County Court, El Paso County, Texas

By Ruth Braswell

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

537/164

El Paso, Texas

April 25, 1930

Loretto Literary and Benevolent Institution,
c/o Mother Praxedes,
El Paso, Texas.

Dear Madam, -

Upon the completion of the construction of the Riverside Canal and Intercepting Drain through Surveys 19-20 and 21 of the Mainland San Elizario Grant, there will be constructed a bridge over the Riverside Canal, and one over the Intercepting Drain at a point to be designated by you or your authorized agent.

There will also be a tap box installed at or near Station 141+04.0 to that part of your land lying south of the Riverside Canal.

Provision will also be made so that you can irrigate from your present system of header ditches until such a time as we can make water deliveries thru the Riverside Canal.

27

Very truly yours,

L. R. Flock,
Superintendent.

cc-M. W. Bushman
Geo. Parado

ABSTRACT OF AGREEMENT
ADVERTISING—AWARD—FORM

No. W. M. Copy
(Contract)
Date 5/5-30, 19__

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION EL PASO, TEXAS
(Department or establishment) (Bureau or office) (Location)

ABSTRACT OF AGREEMENT

Loretto Literary and Benevolent Institution of Ky. Total amount, \$ 1876.20
(Name of contractor)

By Mother M. Olivette Norton Subject purchase of land

Title President Contract period 5/5-30

Address c/o Mother M. Praxedes, Loretta Appropriation Reclamation fund, F.Y. 1930
Academy, Austin Terrace, El Paso, Texas Rio Grande Project

Contracting officer _____ Discount _____

Items _____

Quantity 17.7 acres

Unit price(s) _____

Deliveries _____

Conditions _____

Payments to be made by Special Fiscal Agent

Deductions _____

Special requirements:

Damages, actual _____

Damages, liquidated _____

Other _____

Remarks _____

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to _____ dealers and by notices posted in public places.
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with _____

5. Without advertising, it being impracticable to secure competition because of * _____

* See NOTE 1 on reverse hereof.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. 1, OF MANUAL)

INFORMATION relating to land purchase contract made **May 5th**, 19**30**, with

Loretto Literary and Benevolent Institution of Kentucky

1. State purpose for which the land is required.

Riverside Canal and Intercepting Drain

2. State description and *approximate area* of land to be conveyed.

17.7 acres fully described in contract

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such has been issued.

No public lands in Texas

4. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands, as the case may be; if unmarried, widow, or widower, so state.

Loretto Literary and Benevolent Institution, Loretto, Ky.

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Total holding under lease to Geo.H.Parada, R.F.D.#1, Clint, Texas, memorandum of agreement dated April 26,1930 was signed by tenant, releasing to the Loretto Literary and Benevolent Inst. the 17.7 acres to be acquired by the United States.

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

No

El Paso, Texas.

June 13, 1930

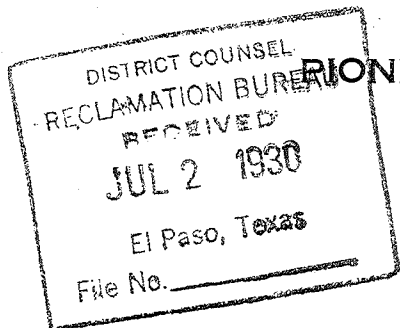
From Superintendent
To Chief Engineer, Denver, Colorado
Subject: Approval of Land Purchase Contract - Rio Grande Project.

1. Transmitted herewith is land purchase contract in quadruplicate, together with all connected papers, between the United States and Loretto Literary and Benevolent Institution of Kentucky, in the amount of \$1876.20, for approval by the Chief Engineer.

2. Upon approval of above mentioned contract, original should be returned to Rio Grande Project for recordation.

L.R. Lock

Encl.
Contract in quadruplicate



PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

July 1, 1930,

IN REPLY PLEASE REFER TO

NO. 7735

EXAMINER MGF:AGF.

TO Bureau of Reclamation,

El Paso, Texas, (Att: Mr. H.J.S.Devries)

IN RE: purchase from Loretto Literary & Benevolent Institution.

PROPERTY: Part of Surveys 19, 20, and 21, Mainland in the San Elizario Grant, El Paso County, Texas.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: Sister Mary Praxcedes, Sisters of Loretto and Loretto Literary and Benevolent Institution, a Kentucky corporation.

SUBJECT TO:

TAXES: All taxes have been paid up to and including the year 1929.
All water charges have been paid up to and including the year 1929.

PAVING: None.

A lease dated January 27, 1930, filed under Chattel Mortgages is recorded in Book 91, page 306, Chattel Mortgages of El Paso County, Texas, between the Loretto Literary & Benevolent Institution and George Parada, dated January 27, 1930, and to terminate on December 31, 1930. Unless a waiver is obtained from the lessee, we will have to make an exception on our policy to cover same.

There is a contract of sale on record which covers the land in this report.

Very truly yours,


Secy.

AGF:MF.

El Paso, Texas, October 4, 1930.

From: District Counsel.

To: Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of title to land described in contract dated May 5, 1930, with Loretto Literary and Benevolent Institution of Kentucky, a corporation; area 17.7 acres; consideration \$1876.20; for Riverside Canal and intercepting drain - Rio Grande Project.

1. Satisfactory title to the real property described in the above mentioned land purchase contract is now found to be vested in the United States free and clear of liens and encumbrances as disclosed by recorded Warranty Deed dated July 21, 1930, from Loretto Literary and Benevolent Institution of Kentucky, a corporation, to the United States, and by certificate of guarantee of title No. Texas-13745 of the New York Title and Mortgage Company issued through the Pioneer Abstract and Guarantee Title Company of El Paso, Texas, dated September 16, 1930.

2. All taxes assessed up to and including the year 1929 appear to have been paid. In Texas taxes become a lien as of January 1 of the year they are assessed, but the tax officials at the time that the United States entered the premises had not completed levy and assessment of taxes for 1930, which may accordingly be disregarded.

3. The consideration named in the contract in the sum of \$1876.20 may accordingly be paid to Loretto Literary and Benevolent Institution of Kentucky, care of Mother M. Praxedes, Loretto College and Academy, Austin Terrace, El Paso, Texas, as there are no deductions to be made from the purchase price.

4. The original and two copies of the recorded deed and the original certificate of guarantee of title are transmitted herewith. The original contract symbol No. 12r2309, to which there is attached certified copy of the minutes of the vendor corporation authorizing the execution of the deed, has already gone forward.

cc - Comm'r, Washington
C. E., Denver

H. J. S. Devries.

El Paso, Texas, June 10th, 1930

I hereby certify that I have personally examined the land described in the attached land purchase contract dated May 5th, 1930, between The United States of America and Loretto Literary and Benevolent Institution of Kentucky, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Geo.W.Hoadley
Junior Engineer
Bureau of Reclamation

El Paso, Texas, June 10th, 1930

I hereby certify that I have personally examined the land described in the attached land purchase contract dated May 5th, 1930, between The United States of America and Loretto Literary and Benevolent Institution of Kentucky, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Geo.W.Hoadley
Junior Engineer
Bureau of Reclamation

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated May 5th, 1930, between The United States of America and Loretto Literary and Benevolent Institution of Kentucky, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Riverside Canal and Intercepting Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$1876.20, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 10th day of June, 1930

L.R.Flock
Superintendent
Bureau of Reclamation.

REPORT OF BOARD OF APPRAISAL

We, the undersigned, members of a board designated to fix value of 17.7 acres of land to be purchased by the United States from Loretto Literary and Benevolent Inst. for right of way for the Riverside Canal and Intercepting Drain of the Rio Grande Federal Irrigation Project described in agreement and to sell dated May 5, 1930, find that the fair and reasonable value of said land is the sum of \$1876.20, and in addition thereto installation of two bridges at a total cost of \$850 or a total sum of \$2726.20. The 17.7 acres described is out of a tract of 206 acres improved and unimproved and assessed on account of being a religious institution at \$20.00 per acre on the basis of 20% the average value per acre of the tract as a whole.

Irving Youngman
Representative - El Paso County
Water Improvement District #1

Geo. W. Hoadley
Representative - United States
Bureau of Reclamation

EXTRACT OF MINUTES of meeting of the

Board of Trustees of the Loretto Literary and Benevolent Inst., at Loretto, Kentucky, on May 5th, 1930. A quorum
(date)
being present there was next considered the matter of the acquisition by the United States of America of 17.7 acres of land belonging to the Inst. in Surveys 19, 20 and 21 of the Mainland San Elizario Grant, El Paso County, Texas, by a certain contract between the Inst., and the United States of America dated May 5th, 1930 executed on behalf of the Inst. by Mother M.Olivette Norton for a consideration of \$ 1876.20. It was moved by Mother Edith Longhran, seconded by Mother Bridget Fern that said contract on behalf of the Inst., be in all things ratified and confirmed and that Mother M.Olivette be authorized to consummate said transaction by the execution and delivery to the United States on behalf of the Inst., of an appropriate warranty deed conveying said 17.7 acres to the United States of America. Thereupon a vote was taken upon said motion and said motion was duly adopted the vote thereon being six in the affirmative and none in the negative and it was declared passed.

Witness my hand and seal of said corporation to the foregoing which I certify to be a true copy of so much of the minutes of said meeting at said time and place as pertains to the Mother therein set forth.

Mother Ann Marita Maley
Secretary.

(SEAL)

As a further consideration there shall be constructed by the United States two farm bridges of the standard design adopted and now being used on the said project, at a total cost to the United States of \$850.00. One bridge at a cost of \$600.00 shall be constructed at or near station 157+00 of the Riverside Canal, and the other at a cost of \$250.00 over the Riverside Intercepting Drain at a point opposite station 157+00 of the Riverside Canal. Work thereon shall be commenced and completed within a reasonable time after excavation of said canals at the point mentioned. Upon completion of the bridge the same shall become the property of the contractor, but the United States, its successors and assigns, shall have the right to use the same in the operation and maintenance of said canals. The contractor, his heirs, executors, administrators and assigns, shall keep said bridges in such condition as to be suitable for such use by the United States, its successors and assigns, and so as not to interfere with the proper operation and maintenance of said canals.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ~~XXXXXX~~ KentuckyCOUNTY OF ~~XXXXXX~~ Marion

SS:

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in Article 3 hereof.

(a) I, M. Genevieve Wheata Notary Public

in and for said county, in the State aforesaid, do hereby certify that Mother M. Olivette Norton, Pres.
and Mother M. Ann Marita Maley, Secretary

who are personally known to me to be the person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said _____ separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 29th day of May, 1929

[SEAL]

M. Genevieve WheatMy commission expires 12/14-32Notary Public

CERTIFICATE OF COUNTY RECORDER

STATE OF _____

COUNTY OF _____

SS:

I hereby certify that this instrument was filed for record at

my office at _____ o'clock _____ M., _____, 1929

and is duly recorded in Vol. _____ of _____

Page No. _____

By _____

Fees, \$ _____

County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF KENTUCKYCOUNTY OF Marion

SS:

(Execute only on Returns Office copy)

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 Loretto Literary and Benevolent Institution of Kentucky that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Loretto Literary and Benevolent Institution of Kentucky, 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.

Bureau of Reclamation.

Subscribed and sworn to before me at _____

this _____ day of _____, A. D. 1929

[OFFICIAL SEAL]

My commission expires _____

as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

GENERAL PURCHASE CONTRACT

FOR THE RECLAMATION PROJECT
BUREAU OF RECLAMATION
DEPARTMENT OF THE INTERIOR

3

10. 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 Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

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., 1109).

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

THE UNITED STATES OF AMERICA,

Witnesses:

By _____
Superintendent, Bureau of Reclamation.

Mother M. Ann Marita Maley
Secretary

P. O. Address: Loretto, Herndon P.O. Ky.

P. O. Address: _____

P. O. Address: _____

P. O. Address: _____

Approved: _____

(Date) _____, 192

LORETTO LITERARY & BENEVOLENT INSTITUTION
OF KENTUCKY

By: Mother M. Olivette Norton, President

Vendor.

Vendor.

P. O. Address: c/o Mother M. Praxedes
Loretto College & Academy
Austin Terrace, El Paso, Texas.

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **5th** day of **May**, 192**30**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, by

S. M. C.
and **Loretto Literary and Benevolent Institution of Kentucky, a corporation** organized and existing under the Laws of the State of Kentucky and **his wife**, hereinafter styled Vendor,

of **Kentue- Loretto**, County of **Marion**, State of **Kentucky**

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient **general warranty** deed, (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is

~~xxx its~~ property, situated in the County of **El Paso**
(Homestead, community, separate)

State of **Texas**

, to wit:

Correct as to Engr. Data
A tract of land lying and situate in El Paso County, Texas, and in the Southeast quarter (SE $\frac{1}{4}$) Southwest quarter (SW $\frac{1}{4}$) Section sixteen (16), Northeast quarter (NE $\frac{1}{4}$) and the Northeast quarter (NE $\frac{1}{4}$) Northwest quarter (NW $\frac{1}{4}$) Section twenty-one (21) Township thirty-three (33) South Range seven (7) East, Bureau of Reclamation Survey, being also within surveys nineteen (19), Twenty (20) and twenty-one (21) of the Mainland San Eliazario Grant, shown as tract four (4), Block thirty-seven (37) on plat of the official re-survey of the Mainland San Eliazario Grant as accepted by the Commissioner's Court of El Paso County, Texas, the 13th day of January, 1920, and of record in the office of the County Clerk of said county and state, being more particularly described as follows:

Beginning at a point on the line between tract four (4) Block thirty-seven (37) and tract eight (8) block thirty-five (35) of the said re-survey of the Mainland San Eliazario Grant and from which point an iron pipe at the Northwest corner of said tract four (4) block thirty-seven (37) bears North twenty-one (21°) degrees fifty (50') minutes East five hundred eight and three tenths (508.3) feet and North twenty-two (22°) degrees fourteen (14') minutes East eight hundred ninety-seven and seven tenths (897.7) feet, thence South fifty-eight (58°) degrees twenty-one (21°) minutes

¹ Strike out clause regarding approval of supervisory officer if not applicable

East two thousand two hundred twenty-eight and one tenth (2228.1) feet, thence South fifty-five (55°) degrees fifty (50') minutes East one hundred ninety-six and seven tenths (196.7) feet, thence South fifty-three (53°) degrees nineteen (19') minutes East one hundred ninety-six and seven tenths (196.7) feet, thence South fifty (50°) degrees forty-eight (48') minutes East, four hundred forty-eight and nine tenths (448.9) feet to a point on the line between tracts three (3) and four (4) block thirty-seven (37) of said re-survey of the Mainland San Elizario Grant, and from which point an iron pipe at the Northeast (NE) corner of said tract four (4) block thirty-seven (37) bears North seventeen (17°) degrees thirty-one (31') minutes East one thousand eight hundred eighty and two tenths (1880.2) feet, thence South seventeen (17°) degrees thirty-one (31') minutes West two hundred fifty-eight and three tenths (258.3) feet along line between said tracts three (3) and four (4) block thirty-seven (37), thence North fifty (50°) degrees forty-eight (48') minutes West five hundred forty-four and three tenths (544.3) feet, thence North fifty-three (53°) degrees nineteen (19') minutes West one hundred eighty and nine tenths (180.9) feet, thence North fifty-five (55°) degrees fifty (50') minutes West one hundred eighty and nine tenths (180.9) feet; thence South thirty-one (31°) degrees thirty-nine (39') minutes West fifteen and no tenths (15.0) feet; thence North fifty-eight (58°) degrees twenty-one (21') minutes West two thousand one hundred eighty-four and no tenths (2184.0) feet to a point on the line between tract four (4) block thirty-seven (37) and tract eight (8) block thirty-five (35) of said re-survey of the Mainland San Elizario Grant; thence North twenty-one (21°) degrees fifty (50') minutes East along said line between tract four (4) block thirty-seven (37) and tract eight (8) block thirty and five (35) two hundred fifty-eight and eight tenths (258.8) feet to the point of beginning, said tract of land containing seventeen and seven tenths (17.7) to acres more or less, all as shown on plat attached/hereto and made a part hereof.

8. The Vendor may retain possession of said property until April 24, 1930 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop thereon until April 24, 1930; except that the proper officers and agents of the

United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of six months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.