

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT Texas, New Mexico

THIS AGREEMENT, made the 30th day of January, nineteen hundred and Twenty-two, 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

Vendor hereinafter styled ~~Contractor~~ heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~1. The Contractor will~~  
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, the Vendor does hereby sell, assign, transfer and set over to the United States free and clear of any lien or encumbrance, 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 two (2) miles northwest of the town of Clint Texas in the north half of the southwest quarter (N<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>) of section twenty-seven (27) township thirty-two (32) south range seven (7) east United States Reclamation Service Survey and being also in the Socorro Grant and more particularly described as follows: Beginning at the northwest corner of the tract of land herein described which is a point on the property line between the land of the Vendor herein and Mrs Wersham from which point the southwest corner of said section twenty-seven (27) bears south twenty-eight (28) degrees eight (8) minutes and forty (40) seconds west two thousand five hundred eleven and forty-five hundredths (2511.45) feet; thence along said property line north sixty-nine (69) degrees six (6) minutes east one hundred seven and eighty-six hundredths (107.86) feet, thence south fifty-eight (58) degrees fifty-four (54) minutes east three hundred five and six tenths (305.6) feet; thence south sixty-six (66) degrees fifty-four (54) minutes east five hundred seventy-five and seven hundredths (575.07) feet; thence south sixty-four (64) degrees four (04) minutes east four hundred eighty-six and fifty-four hundredths (486.54) feet to a point on the property line between the land of the

Correct as to Engineering Dept

Vendor herein and N Young, John; thence along said last named property line south seventy-two (72°) degrees fifty-one (51') minutes west one hundred twenty-four and forty-four hundredths (124.44) feet to a point from which the southwest corner of said section twenty-seven (27) bears south fifty-five (55°) degrees fifty-four (54') minutes ten (10") seconds west two thousand eight hundred ninety-one and seventy-three hundredths (2891.73) feet; thence north sixty-four (64°) degrees four (04') minutes west three hundred ninety-three and fifty-four hundredths (393.54) feet; thence north sixty-six (66°) degrees fifty-four (54') minutes west four hundred seven and seven tenths (407.7) feet; thence north twenty-three (23°) degrees six (06') minutes east, and no tenths (10.0) feet; thence north sixty-six (66°) degrees fifty-four (54') minutes west one hundred seventy and five tenths (170.5) feet; thence north fifty-eight (58°) degrees fifty-four (54') minutes west twenty-three and seven tenths (23.7) feet; thence south thirty-one (31°) degrees six (06') minutes west ten and no tenths (10.0) feet; thence north fifty-eight (58°) degrees fifty-four (54') minutes west three hundred fifty-three and fifty-six hundredths (353.56) feet to the point of beginning, said tract of land containing two and six tenths (2.6) acres more or less, one and two tenths (1.2) acre of which is occupied by the old Salatrail ditch and is the property of the United States, and the remainder, or one and four tenths (1.4) acre, being the land herein intended to be conveyed.

3. The Vendor, on behalf of himself, his heirs and assigns, releases and acquits and discharges 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 four hundred seventy-three and 50/100 (473.50) 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. 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 the El Paso Valley Water Users' Association.

6. The Vendor will furnish before payment, satisfactory evidence that he is the owner of said improvements and the land on which the same are situated, and that the same are free from any lien or encumbrance, and for this purpose will submit any abstract or title papers which he may have in his 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 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 unencumbered in the Vendor to the property purchased.

8. Liens or encumbrances 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 encumbrance over this agreement, nor as an assumption of the same by the United States.

The United States agrees to permit the Vendor to retain possession or use of any 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 the 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 damages or compensation other than as herein provided.

**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~~ 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.~~

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.

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. H. Lawson,**  
**Project Manager.**

U. S. R. S.

**SAH W. CARL**

Contractor.

\* By \_\_\_\_\_

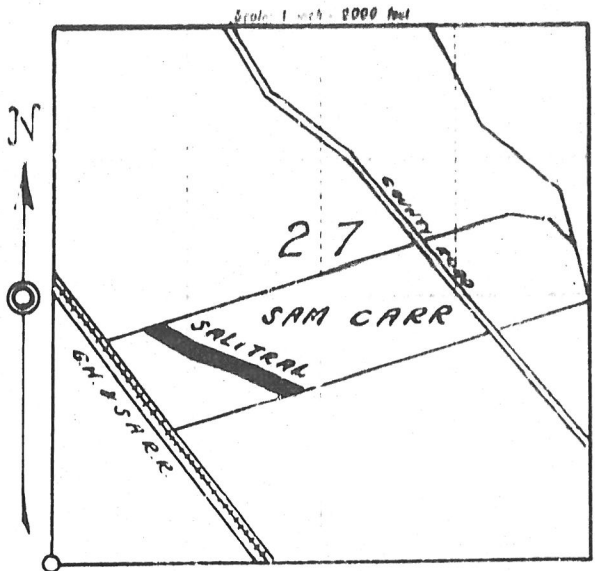
P. O. Address **Clint, Texas.**

† Approved:

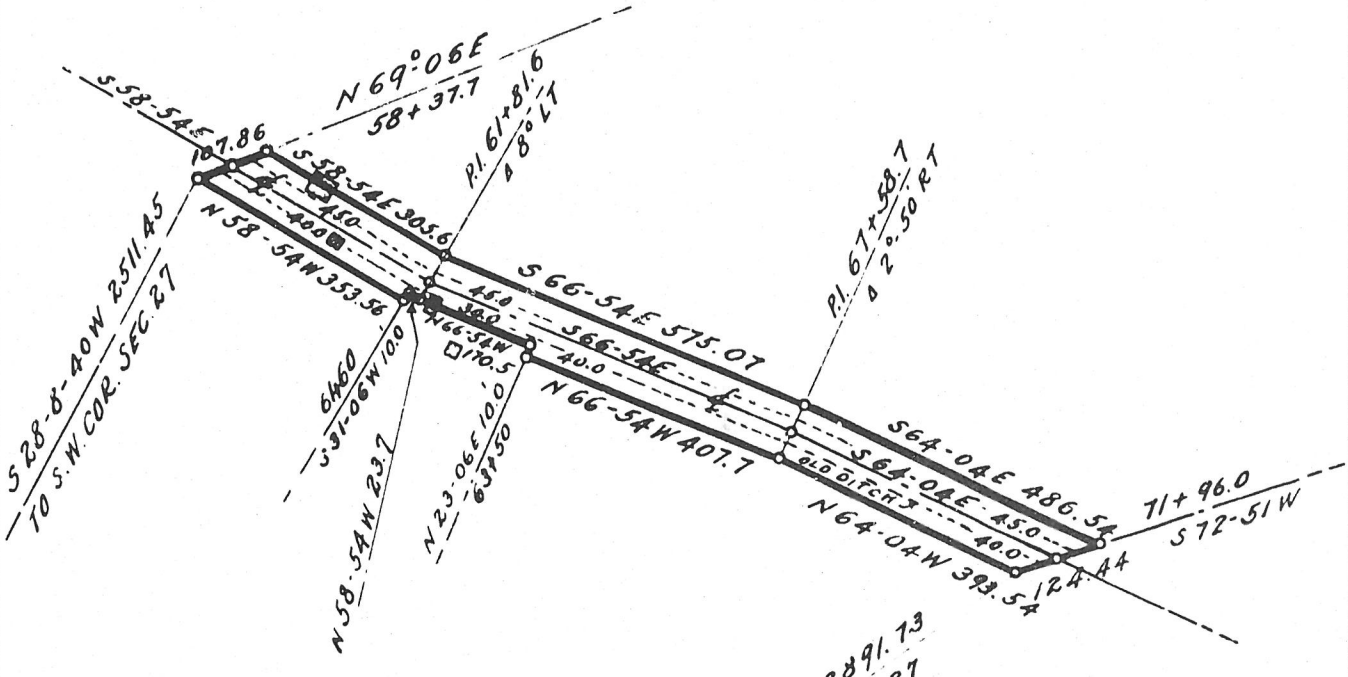
(Date) \_\_\_\_\_, 19\_\_\_\_

\* 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.



27 32 S 7E  
 USRS SURVEY  
 SOCORRO GRANT  
 EL PASO CO. TEX



SAM CARR  
 R. OF W. 2.60 A  
 OLD DITCH 1.2 A  
 TO BE ACQUIRED 1.4 A

Prepared by [Name] 1/30/22

SCALE 1" = 300'

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

**EL PASO VALLEY  
 SALITRAL LATERAL**  
 RIGHT OF WAY

FIELD WORK: \_\_\_\_\_ CHECKED: G.W.H.  
 DRAWN: C.G. APPROVED: \_\_\_\_\_

146042 EL PASO, TEXAS DEC 1981

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

**Rio Grande Project**

**El Paso Texas January 30, 1922**  
(Place) (Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated **Jan 30 1922**

With **Sam W Carr**

Estimated amount involved, \$ **473.00**

Authority No.

Accompanied by bond and **4** copies.  
(Insert "Yes" or "No" bond)

or Clearing Asst.

**No bond.**

**50-8**

Purpose: Purchase of improvements on stock-subscribed land. Consideration arrived at as follows: Destruction of hay-barn, \$150.00; destruction of adobe tool-house, \$35.00; destruction of milk-house, \$100; destruction of 8 fruit trees, \$40; cost to landowner of filling borrow pit and replacing laterals, \$60-destroyed, \$125.

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:

Orig. and 4 copies contract.

Orig. and 2 copies certificate of recommendation.

Orig. and 2 copies possessory certificate.

Orig. and 2 copies f.l.t.

Orig. and 2 copies certificate as to title.

3 blueprints.

**J. H. WILSON**

(Signature)

**El Paso, Texas, January 30, 1922**

(Place)

(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by **C. F. Harvey**

on **Jan 30 1922**

**Asst**

District Counsel,

Inclosures as follows returned to Project Manager:

Orig. and 3 copies contract.

Orig. and 1 copy certificate of recommendation.

Orig. and 1 copy possessory certificate.

Orig. and 1 copy f.l.t.

Orig. and 1 copy certificate as to title.

~~Orig~~ 2 blueprints.