

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, made May 12, 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~~
~~supervisory officer of the United States Reclamation Service~~ and J. J. Schairer and
Louise Schairer, his wife,

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

WITNESSETH: The parties covenant and agree that—

~~Article 1~~

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:

A tract of land situated approximately one-half ($\frac{1}{2}$) mile North of the Town of Clint, Texas, in the East half of the Southwest quarter ($E\frac{1}{2}SW\frac{1}{4}$) of Section thirty-five (35), Township thirty-two (32) South, Range seven (7) East, and the Northeast quarter of the Northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$) and the Northwest quarter of the Northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section two (2), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, United States Reclamation Service survey; being also in the San Elisario Grant, and described as follows: Beginning at a point on the North property line of land of the Vendor, and from which point the Northwest corner of said Section thirty-five (35) bears North twenty-nine (29) degrees twenty-six (26) minutes West three thousand five hundred forty-eight and five-tenths feet; thence along said property

line North eighty-four (84) degrees forty-six (46) minutes East thirty and eight-hundredths (30.08) feet; South one (01) degree four (04) minutes East two (2.0) feet; North seventy-eight (78) degrees twenty-six (26) minutes East thirty and fifty-one hundredths (30.51) feet; thence South one (01) degree four (04) minutes East four hundred forty-three and ninety-five hundredths (443.95) feet to a point on the property line between land of the Vendor and S. G. Schairer; thence along last mentioned property line South eighty-six (86) degrees three (03) minutes West thirty and four-hundredths (30.04) feet; thence along the center line of the Salatral Lateral South one (01) degree four (04) minutes East one hundred one and one-tenth (101.1) feet; thence South eight (08) degrees fifty-eight (58) minutes East four hundred sixty-three and three-tenths (463.3) feet; thence to the left along a curve of one hundred fourteen and fifty-nine hundredths (114.59) foot radius eighty and seven-tenths (80.7) feet; thence South forty-nine (49) degrees eighteen (18) minutes East one hundred ninety-two and four-tenths (192.4) feet; thence to the right along a curve of two hundred eighty-six and forty-eight hundredths (286.48) foot radius one hundred thirty-eight and three-tenths (138.3) feet; thence South twenty-one (21) degrees thirty-eight (38) minutes East three hundred ninety-seven and eight-tenths (397.8) feet; thence to the left along a curve of nine hundred fifty-four and ninety-three hundredths (954.93) foot radius one hundred ninety-seven and twenty-two hundredths (197.22) feet; thence South thirty-three (33) degrees twenty-eight (28) minutes East six hundred nineteen and four-hundredths (619.04) feet to a point on a curve of two hundred fifty-nine and eighteen-hundredths (259.18) foot radius, at which point the tangent bears North sixty-one (61) degrees eighteen (18) minutes twenty-six (26) seconds West, and from which point the Northeast corner of said Section two (2) bears North eighty-six (86) degrees two (02) minutes East two thousand five hundred ninety and twenty-nine hundredths (2590.29) feet; thence to the right along said last mentioned curve one hundred twenty-five and ninety-four hundredths (125.94) feet; thence North thirty-three (33) degrees twenty-eight (28) minutes West four hundred ninety-eight (498.0) feet; thence to the right along a curve of nine hundred eighty-four and ninety-three hundredths (984.93) foot radius two hundred three and forty-two hundredths (203.42) feet; thence North twenty-one (21) degrees thirty-eight (38) minutes West three hundred ninety-seven and eight-tenths (397.8) feet; thence to the left along a curve of two hundred fifty-six and forty-eight hundredths (256.48) foot radius one hundred twenty-three and eighty-five hundredths (123.85) feet; thence North forty-nine (49) degrees eighteen (18) minutes West one hundred ninety-two and four-tenths (192.4) feet; thence to the right along a curve of one hundred forty-four and fifty-nine hundredths (144.59) foot radius one hundred one and seventy-eight hundredths (101.78) feet; thence North eight (08) degrees fifty-eight (58) minutes West four hundred sixty-five and thirty-seven hundredths (465.37) feet;

thence North one (01) degree four (04) minutes West five hundred forty-two and eighty-eight hundredths (542.88) feet to the point of beginning; all curve measurements mentioned herein being on the arc; the above described tract of land containing two and nine-hundredths (2.09) acres, more or less; sixty-eight hundredths (0.68) of an acre of which is occupied by the old Salatrul Lateral, the property of the United States, and the remainder, or one and forty-one hundredths (1.41) acres, being the land on which are located the improvements covered by this contract.

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 the Vendor the sum of Seventy-five and no/100 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.

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.

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

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. E. Larson
Project Manager .. U. S. R. S.

J. J. Schairer
Leuco Schairer
Vendor ~~XXXXXXXX~~

* By _____

P. O. Address Clint, Texas.

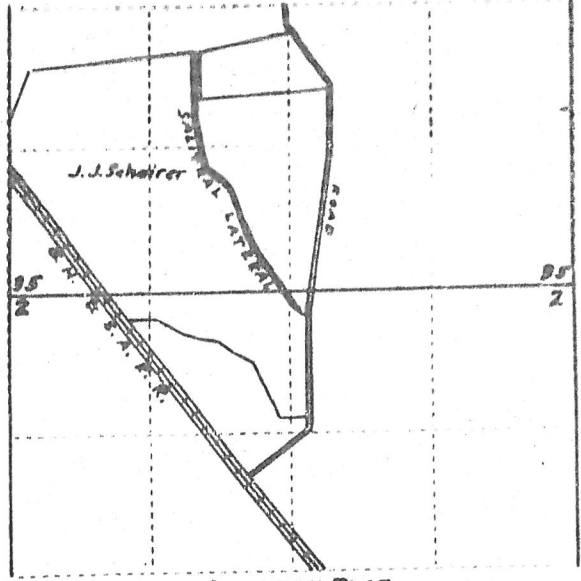
† Approved:

(Date) _____, 19____

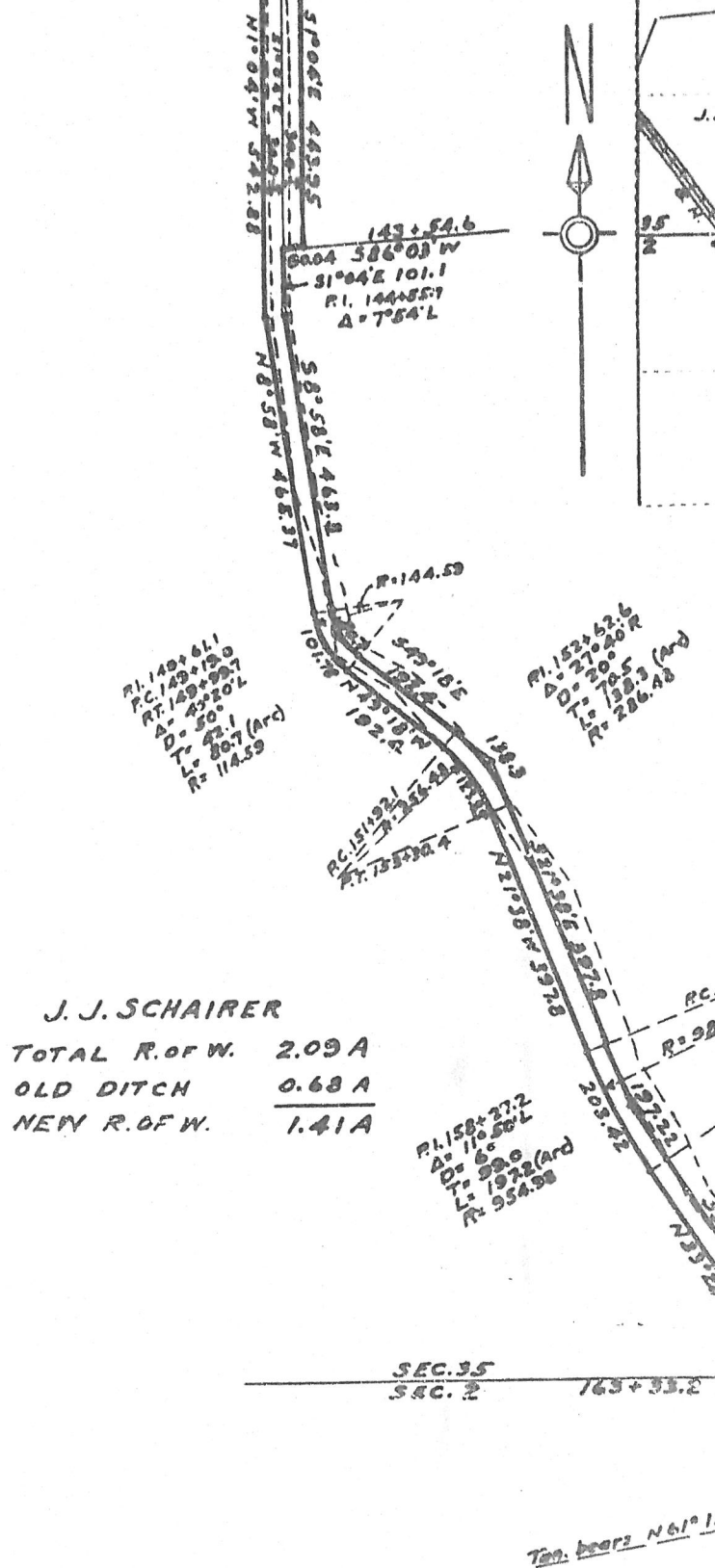
* See pars. 6 and 7, Instructions, over.
† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual. G-6024

N 89° 26' W 3548.5
 To NW Cor. Sec. 35
 N 84° 46' E
 139+12.7

SCALE: 1" = 3000'



LOCATION PLAT
 S. 35 .. T. 33S .. R. 7E .. N.M.P.M.
 2 .. 33S .. 7E ..
 U.S.R.S. SURVEY
 EL PASO CO. TEXAS.



J. J. SCHAIRER
 TOTAL R.O.F.W. 2.09 A
 OLD DITCH 0.68 A
 NEW R.O.F.W. 1.41 A

SEC. 35
 SEC. 2 163+33.2

T. 33S. R. 7E
 T. 33S. R. 7E

Top. bears N 61° 18' 26" W
 SCALE: 1" = 300'

Purchase of Imps. under EPVWU
 Contract dated 5/12/23 Stock Sub

DEPARTMENT OF THE INTERIOR.
 UNITED STATES RECLAMATION SERVICE.
 RIO GRANDE PROJECT- NEW MEXICO- TEXAS
SALITRAL LATERAL
 RIGHT OF WAY

FIELD WORK: J.A.S. CHECKED:
 DRAWN: J.M.P. APPROVED:
 460-L-42 EL PASO, TEX. 5/31/23

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, May 15, 1923.
(Place) (Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated May 12, 1923.

With J. J. Schairer and wife

Estimated amount involved, \$ 75.00
Accompanied by bond and copies.
(Insert "Yes" or "No" bond) No bond.

Authority No. 5-42G-R2
or Clearing Acct.

Purpose: Purchase of improvements on 1.41 acres of land granted for canal purposes by stock-subscription contract with water users' association. Land required for Salitral Lateral. Amount of \$75.00 is for stand of alfalfa on land.

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

H. M. Dawson
Project Manager
(Signature)

El Paso, Texas, May 15, 1923.
(Place) (Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by *J. M. Hamilton*
on May 15, 1923. Clerk ~~XXXXXXXXXXXX~~

Inclosures as follows returned to Project Manager:

(Same as above)