

Duplicates

CERTIFICATE

I HEREBY CERTIFY that Andres Salazar, Manuel Madrid and Pedro Telles, duly elected, qualified and acting Commissioners of the San Eliazario Community Ditch, are in possession of the property described in the attached deed of January 9, 1917, claiming an easement for the operation of said ditch in said property, and that no person claiming a right in such property adverse to the grantors is in possession of any part of it.

P. W. Dent
District Counsel

El Paso, Texas, April 12, 1917.

CERTIFICATE

I HEREBY CERTIFY that the community ditch, described in attached deed of January 9, 1917, from the Commissioners of the San Elizario Community Ditch, was constructed by a voluntary association of land owners, and that there are no deeds of record conveying to the land owners an easement or right of way for said ditch, and that said ditch has been constructed and in existence for more than the statutory period of limitation, so that title by prescription has been acquired;

That said property is not subject to taxation under the laws of Texas and that neither the tax records nor other county records contain any instruments affording basis of title.

There are no liens against property

P. W. Dent
District Counsel

El Paso, Texas, April 12, 1917.

The State of Texas,)
County of El Paso.)

KNOW ALL MEN BY THESE PRESENTS: That we, the under-
signed owners of water rights in the San Elizario community ditch,
for and in consideration of the benefits to accrue to us, respect-
ively, by reason of the reconstruction, enlargement and improve-
ment of the said San Elizario community ditch system to be here-
after performed by the United States of America, hereby disclaim
and release all our right, title and interest in and to the said
San Elizario community ditch system as the same is now construct-
ed and in existence, as shown by blue-print hereto annexed and
made a part hereof, and agree that the United States, pursuant to
the Act of Congress approved June 17, 1902 (32 Stat., 388) and
acts amendatory thereof and supplementary thereto, may take charge
of, operate, maintain and control said ditch system and all appur-
tenances thereof, and shall have the right to reconstruct, enlarge
and otherwise improve the same in any manner deemed necessary by
the proper officers of the United States in order that there may
be afforded superior facilities for the irrigation of the lands
tributary thereto.

Witness our hands this 13th day of January, A. D., 1917.

Andres Salazar
Juan Alarcon
J. M. Garcia
Francisco Garcia, Jr.
Ignacio Ponce
Jose M. Carbajal
Rimalda Perez, Jr.
Blaz ^{his} Loya
mark

J. B. Garcia
Francisco Garcia
J. A. Escajeda
Eduardo Maese
Lauriano Garcia
Elejeario Salazar/
A. B. Madrid
Jose Guerra
C. Arias

Joaquin Salazar
his
Luz X Estrada
mark
F. G. Maese
Jose J. Perez
J. Arias
Antonia Lucero ^{Hamilton}
M. Y. Madrid

Casimiro Perez
Jose Ma. Talamantes
Manuel Madrid
Julian Alarcon
Albino Arias
Manuel Sambrano
Eilar Grijalva
Hijinio Maese
his
Jose X Ortiz
mark
Benito Aranda
Hilario Salazar
Ramon Zuniga
his
Paulino X Oporto
mark
Luis Grijalva
Alverto Olquin

Ysidoro Telles
Jose M. Vijil
Tomas Telles
Nicolas Lujan
his
Juan X Bustillos
mark
Panfilo Duran
Bonifacio Madrid
Diego Lalla
Pedro Telles
Eulalio Guerra
Nicasio Alarcon
Sabos Garcia
Aligo Boneyo
Telesforo Montes
Diego Lalla
Faustino Carbajal
Jose Alvarado

Roman Bernal
Felipa Bernal
Crecencio Maese
Jesus Parra
Natividad Munoz
J. M. Almanzar
Francisco Ramirez
Francisco Jurado
Jesus Montes
Fernando Hernandez
Pedro Lopez
his
Juan X Lopez
mark
Tomas Garcia, Sr.
Jose J. Lopez
his
Nimesio X Gandarza
mark
Paulo Duran

hundred (200.0) feet; thence South 51° 10' East two hundred (200.0) feet; thence South 53° 15' East two hundred (200.0) feet; thence South 45° 00' East one hundred ninety-five (195.0) feet; thence South 43° 20' East one thousand five hundred (1500.0) feet; thence South 45° 10' East one hundred (100.0) feet; thence South 43° 15' East six hundred five (605.0) feet; thence South 42° 25' East six hundred (600.0) feet; thence South 47° 00' East one hundred (100.0) feet; thence South 41° 00' East one hundred (100.0) feet; thence South 39° 35' East one hundred (100.0) feet; thence South 42° 30' East six hundred (600.0) feet; thence South 38° 00' East one hundred (100.0) feet; thence South 42° 40' East three hundred (300.0) feet; thence South 44° 10' East three hundred (300.0) feet; thence South 43° 25' East four hundred ten (410.0) feet; thence South 41° 55' East ninety-eight (98.0) feet; thence South 44° 55' East one hundred (100.0) feet; thence South 41° 30' East three hundred (300.0) feet; thence South 43° 15' East three hundred (300.0) feet; thence South 47° 10' East ninety-eight (98.0) feet; thence South 42° 45' East ninety (90.0) feet; thence South 44° 45' East three hundred (300.0) feet; thence South 40° 30' East one hundred (100.0) feet; thence South 46° 55' East one hundred (100.0) feet; thence South 41° 20' East two hundred (200.0) feet; thence South 38° 10' East one hundred (100.0) feet; thence South 39° 45' East three hundred four (304.0) feet; thence South 35° 30' East one hundred (100.0) feet; thence South 39° 10' East three hundred ninety-six (396.0) feet; thence South 36° 50' East four hundred ninety-five (495.0) feet; thence South 35° 10' East three hundred (300.0) feet; thence South 37° 50' East one hundred (100.0) feet; thence South 35° 45' East five hundred (500.0) feet; thence South 37° 35' East one hundred (100.0) feet; thence South 31° 10' East one hundred (100.0) feet; thence South 36° 45' East one hundred (100.0) feet; thence South 34° 25' East four hundred (400.0) feet; thence South 36° 55' East two hundred (200.0) feet; thence South 33° 25' East two hundred (200.0) feet; thence South 35° 25' East three hundred (300.0) feet; thence South 33° 15' East three hundred (300.0) feet; thence South 35° 00' East two hundred (200.0) feet; thence South 32° 45' East two hundred (200.0) feet; thence South 35° 45' East one hundred (100.0) feet; thence South 32° 55' East two hundred (200.0) feet; thence South 31° 30' East one hundred (100.0) feet; thence South 34° 35' East two hundred (200.0) feet; thence South 31° 40' East one hundred (100.0) feet; thence South 34° 05' East five hundred (500.0) feet; thence South 35° 00' East seven hundred (700.0) feet; thence South 33° 50' East four hundred (400.0) feet; thence South 34° 35' East four hundred (400.0) feet; thence South 37° 15' East one hundred (100.0) feet; thence South 33° 55' East two hundred (200.0) feet; thence South 28° 20' East four hundred eighty-five (485.0) feet; thence South 28° 20' East fifteen (15.0) feet; thence South 32° 00' East one hundred (100.0) feet; thence South 25° 10' East one hundred (100.0) feet; thence South 28° 05' East three hundred feet; thence South 26° 35' East two hundred (200.0) feet; thence South 29° 45' East one hundred (100.0) feet; thence South 25° 10' East one hundred (100.0) feet; thence South 27° 00' East four hundred (400.0) feet; thence South 27° 20' East four hundred (400.0) feet; thence South 28° 45' East two hundred (200.0) feet; thence South 24° 10' East two hundred (200.0) feet; thence South 7° 25' East eighty-five (85.0) feet; thence South 3° 50' West four hundred (400.0) feet; thence South 6° 20' West two hundred (200.0) feet; thence South 5° 00' West two hundred (200.0) feet; thence South 8° 35' West two hundred (200.0) feet; thence South 2° 20' West three hundred (300.0) feet; thence South 5° 25' West one hundred (100.0) feet; thence South 0° 45' West two hundred (200.0) feet; thence South 3° 55' West two hundred (200.0) feet; thence South 1° 10' West

four hundred (400.0) feet; thence South 1° 10' East two hundred (200.0) feet; thence South 0° 50' West six hundred (600.0) feet; thence South 9° 00' East one hundred (100.0) feet; thence South 0° 35' East two hundred (200.0) feet; thence South 4° 35' East two hundred (200.0) feet; thence South 1° 25' East ninety-eight (98.0) feet; thence South 4° 30' West two hundred (200.0) feet; thence South 0° 40' East one hundred (100.0) feet; thence South 6° 10' East two hundred three (203.0) feet; thence South 12° 35' East one hundred (100.0) feet; thence South 26° 15' East two hundred eight (208.0) feet; thence South 32° 15' East ninety-seven (97.0) feet; thence South 25° 10' East one hundred feet; thence South 44° 30' East one hundred five (105.0) feet; thence South 39° 20' East one hundred (100.0) feet; thence South 45° 00' East three hundred (300.0) feet; thence South 36° 25' East one hundred (100.0) feet; thence South 42° 30' East one hundred (100.0) feet; thence South 45° 35' East one hundred (100.0) feet; thence South 37° 40' East ninety (90.0) feet; thence South 1° 30' East one hundred ninety-five (195.0) feet; thence South 10° 45' East one hundred (100.0) feet; thence South 5° 45' East one hundred (100.0) feet; thence South 9° 05' East one hundred (100.0) feet; thence South 3° 20' East one hundred (100.0) feet; thence South 14° 35' East one hundred (100.0) feet; thence South 18° 25' East one hundred (100.0) feet; thence South 24° 45' East two hundred (200.0) feet; thence South 20° 15' East two hundred (200.0) feet; thence South 6° 00' East one hundred four (104.0) feet; thence South 20° 30' East one hundred (100.0) feet; thence South 28° 30' East one hundred (100.0) feet; thence South 42° 25' East one hundred ten (110.0) feet; thence South 72° 05' East three hundred (300.0) feet; thence South 58° 20' East one hundred (100.0) feet; thence South 64° 05' East two hundred (200.0) feet; thence South 59° 25' East one hundred (100.0) feet; thence South 66° 05' East one hundred (100.0) feet; thence South 56° 05' East one hundred (100.0) feet; thence South 52° 30' East one hundred (100.0) feet; thence South 46° 00' East two hundred two (202.0) feet; thence South 54° 10' East one hundred (100.0) feet; thence South 28° 05' East one hundred ninety-eight (198.0) feet; thence South 35° 20' East one hundred two (102.0) feet; thence South 19° 45' East one hundred ninety-eight (198.0) feet; thence South 27° 35' East one hundred (100.0) feet; thence South 17° 00' East one hundred (100.0) feet; thence South 30° 15' East one hundred (100.0) feet; thence South 9° 30' East three hundred (300.0) feet; thence South 2° 00' East one hundred (100.0) feet; thence South 9° 20' East one hundred (100.0) feet; thence South 2° 45' West two hundred (200.0) feet; thence South 3° 35' East three hundred (300.0) feet; thence South 5° 00' West one hundred (100.0) feet; thence South 7° 20' East ninety (90.0) feet; thence South 24° 20' East two hundred (200.0) feet; thence South 41° 30' East one hundred (100.0) feet; thence South 14° 05' East two hundred five (205.0) feet; thence South 19° 00' East two hundred five (205.0) feet; thence South 31° 45' East one hundred two (102.0) feet; thence South 46° 25' East two hundred (200.0) feet; thence South 33° 45' East two hundred two (202.0) feet; thence South 44° 15' East one hundred (100.0) feet; thence South 32° 20' East ninety-seven (97.0) feet; thence South 23° 20' East two hundred (200.0) feet; thence South 14° 40' East one hundred (100.0) feet; thence South 20° 50' East ninety-two (92.0) feet; thence South 11° 50' East one hundred (100.0) feet; thence South 10° 30' East three hundred (300.0) feet; thence South 25° 50' East one hundred three (103.0) feet; thence South 11° 45' East one hundred (100.0) feet; thence South 6° 00' West one hundred ninety-four (194.0) feet; thence South 4° 00' West one hundred (100.0) feet; thence South 7° 20' West two hundred (200.0) feet; thence South 53° 30' West one

hundred eighty-seven (187.0) feet; thence South 43° 15' West one hundred (100.0) feet; thence South 19° 05' West seventy-six (76.0) feet; thence South 41° 40' East two hundred one (201.0) feet; thence South 33° 15' East two hundred ninety-four (294.0) feet; thence South 50° 35' East one hundred ninety-five (195.0) feet; thence South 81° 00' East one hundred (100.0) feet; thence South 66° 45' East one hundred (100.0) feet; thence South 86° 00' East one hundred (100.0) feet; thence North 71° 50' East two hundred ten (210.0) feet; thence North 59° 20' East two hundred (200.0) feet; thence North 62° 25' East one hundred (100.0) feet; thence North 66° 05' East one hundred (100.0) feet; thence South 62° 05' East eighty-five (85.0) feet; thence South 68° 25' East two hundred (200.0) feet; thence South 59° 00' East one hundred (100.0) feet; thence South 48° 20' East one hundred two (102.0) feet; thence South 42° 20' East one hundred two (102.0) feet; thence South 76° 35' East two hundred eight (208.0) feet; thence North 87° 35' East one hundred ten (110.0) feet; thence South 86° 35' East one hundred ninety-six (196.0) feet; thence South 66° 00' East one hundred (100.0) feet; thence South 85° 00' East two hundred eight (208.0) feet; thence South 75° 00' East one hundred (100.0) feet; thence South 39° 30' East one hundred twenty-five (125.0) feet; thence South 52° 10' East three hundred (300.0) feet; thence South 80° 55' East one hundred twenty (120.0) feet; thence South 37° 00' East one hundred (100.0) feet; thence South 27° 00' East two hundred eight (208.0) feet; thence South 11° 35' East one hundred nineteen (119.0) feet; thence South 19° 00' East one hundred eight (108.0) feet; thence South 31° 00' East one hundred five (105.0) feet; thence South 40° 00' East ninety-five (95.0) feet; thence South 53° 00' East one hundred two (102.0) feet; thence South 71° 50' East one hundred twelve (112.0) feet; thence South 58° 00' East two hundred five (205.0) feet; thence South 45° 25' East ninety-five (95.0) feet; thence South 26° 35' East one hundred (100.0) feet; thence South 35° 00' East ninety-two (92.0) feet; thence South 11° 40' East one hundred ninety-seven (197.0) feet; thence South 9° 15' East one hundred (100.0) feet; thence South 21° 00' East one hundred (100.0) feet; thence South 39° 30' East one hundred ninety-six (196.0) feet; thence South 47° 30' East two hundred (200.0) feet; thence South 36° 00' East one hundred two (102.0) feet; thence South 29° 00' East one hundred (100.0) feet; thence South 22° 00' East two hundred (200.0) feet to a point from which the Northwest corner of Section nine (9), Township thirty-three (33) South, Range seven (7) East, N.M.P.M., as projected by surveys of the United States Reclamation Service, bears North 56° 35' West two thousand seven hundred (2700.0) feet distant.

TO HAVE AND TO HOLD all the right, title, interest, estate and claim of the said San Elizario Community Ditch in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said United States of America, its successors and assigns forever; Provided: That nothing herein contained shall be construed as a conveyance, interference with or in any wise affecting the vested right of any holder of rights in the said San Elizario Ditch to the use of water from the Rio Grande.

The State of Texas,)
County of El Paso.)

Before me, Wm. Hamilton, a Notary Public in and for El Paso County, Texas, on this day personally appeared Andres Salazar, Manuel Madrid and Pedro Telles, Commissioners of the San Elizario Community Ditch, and acknowledged that the foregoing instrument was signed by them on behalf of the said San Elizario Community Ditch by authority upon them duly conferred, and the said Andres Salazar, Manuel Madrid and Pedro Telles, Commissioners of the said San Elizario Community Ditch, acknowledged said instrument to be the free act and deed of the said San Elizario Community Ditch.

Given under my hand and seal of office, this 9th day of January, A. D. 1917.
(SEAL)

Wm. Hamilton
Notary Public
El Paso Co., Texas

My Commission expires May 31, 1917

The State of Texas,)
County of El Paso.)

I, W. D. Greet, Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the 9th day of January, A. D. 1917, with its certificate of authentication, was filed for record in my office this 4 day of October, A. D. 1917, at 2:50 o'clock P. M. and duly recorded the 6 day of October, A. D. 1917, at 8:46 o'clock a M. in the records of said county, in Volume 311 on Pages 379

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.

W D Greet
Clerk County Court, El Paso County, Texas
By Lanwoodard, Deputy.

311/379

97910

B. M. Woodard
70
A. Woodard

Does not have list of names
Recorded.

It ends with signature of
J. M. Woodard. Deputy

No sketch with deed

San Elizario Comm. Ditch
To
U.S.A.

Jan. 7, 1964

San Elizario Block 31

Tract 19A, present owner since 1945 is J. P. Alarcon 0.25 Acr. SCC
" 19B, " " " 1962 is Jose Jurado 3.29 SCC
" 19C, " " " ? is Jose P. Alarcon 4.43 Acr. SCC
Tract 23A, present owner is Jose P. Alarcon 2.11 Acr. SCC
23B, " " " Jose Raul Garcia since 1963 0.13 Acr
Tract 24, present owner is Roy W. Bowling since
It was deeded from Jose Madrid 440/549 deeded 1925 4.42 Acr SCC
#09155
Tract 25 present owner is Jose P. Lucero 1.30 Acr. SCC

R.W.

1917 Ownerships

San Elizario BLK. 31

Tr. 19 (six small trs.)

Jesus Olquin ?

Francisca Garcia de Alarcon and husband

Lorenzo Alarcon

Elzeario Lucero ?

Juan Giron

Eugenio Perez

Eugenio Perez

Tr. 23

Francesca Garcia de Alarcon

G. N. Garcia (father of) ↑

Tr. 24

Abel Arroyas

Tr. 25

Panfilo Lucero

Left to 6 children

None of the exact names above appear on deed concerning San Eliz. Comm. Ditch witness signatures March 13, 1917-1918

?

San Elizario Block 31

Information from Title Book at County Court House is as follows:

Tract 19

8.00 acres less 0.82 equals 7.98 acres

Note-This tr. appears to be made up of 6 small tracts.

1st Tr. one acre

11/1/24 owner is Jesus Olguin (Jesus Olguin appears to have owned one acre)

? to 11/1/24 - 1/2/25 to Miguel Gonzales (430/438 one acre deeded by Jesus Olguin, Elezario Nunez and Refugio Nunez.)

1/2/25 - 6/4/26 owner is Eduardo Gonzales 436/78, one acre.

6/4/26 - 5/6/27 owner is Mario Ramirez 457/328, one acre

5/6/27 owner is Francisco Jurado 477/327, one acre

same
acre

2nd Tr. 1/2 acre

was in possession of Francisca Garcia de Alarcon and her husband Lorenzo Alarcon for many years.

8-20-25 to Francisco Jurado 470/106 1/2 acre. from Francisco G. de Alarcon and sons.

3rd and 4th Trs. (No acre. given)

Note- was in possession of Francisca Garcia de Alarcon and husband Lorenzo Alarcon for many years.

11/18/26 to Francisco Jurado 470/107, 2 small trs, no acr. given.

From Francisca G. D. Alarcon and sons.

5th Tr. 0.40 Acr.

Note-Elzeario Lucero and wife Angela P. de Lucera appear to be first owners

(1/28/15 - 1/29/15 owners are Juan Giron and Guadalupe A de Giron (260/527, 40 acres

1/29/15 3/7/25 Eugenio Perez is owner 225/536 40 acres

3/7/25 Francisco Jurado is owner 441/405, called 2.09 acres

including 40 acres and Tr. 6 below described by Eugenio Perez

6th Tr No acreage given

Note- Juan H. Giron and wife Guadalupe A de Giron appear to be the first owners of this Tr.

10/5/14 - 9/21/14, Angela Perez de Lucero is owner 256/507 no acr. given

9/21/14 3/7/25 Eugenio Perez is owner 225/296 no acr. given

3/7/25 Francisco Jurado is owner 441/403 called 2.09 acres

including this Tr and 40 acres above.

Tr ²⁰/₂₃ 0.21 acres

Note, This Tr is part of Dolores Alarcons Tr lying east of Acequia Madre referred to in Tr 23 of this Block, see map attchd to Tr 23 of the this Block, also Tr 23 for title in Francesca Garcia de Alarcon.

9/10/24 owner is Guadalupe Gerra 476/127, no acr. given, field notes fit fairly well with present county survey. No deed found

Tr. 23

Part of tr. 23 lying West of Acequia Madre

Note, according to Francisca G. de Alarcon, that part of tr 23 lying west of A.M. was supposed to have been conveyed to her father, G. N. Garcia. We find the following deeds of record to said Garcia.

4/9/06 - 8/16/23 G. N. Garcia 93/453 from Juan Jose Parra

2/25/07 - 8/16/23 owner of 2/22 acres 93/359 is G. N. Garcia from Jesus Arroyos

8/8/08 - 8/16/23 owner is G. N. Garcia 142/25 called 1 and 1/3 Acr. deeded by Angela Perez de Lucero, et vir Elzeario Lucero and Eugenio Lucero

8/16/23 Francisco Garcia de Alarcon is owner 449/147 conveyed by Garcia.

Note- Believe part of these trs were conveyed by Francisca Garcia de Alarcon to Francisco Garcia de Alarcon and to Francisco Jurado See Tr. 19 of this Block.

** See part of Tr. 23

**

Tr. 23

This Tr is made up of property lying East of Acequia Madre.

Note - Trs 20,21,22 and part of 23 are all out of the same Tr. lying East of A. M.

12/13/85 - ? Dolores Alarcon Deed unrecorded. Described as follows:
being the property purchased from D. W. Sambrano on 9/16 1851 by Joel L. Ankrim and
and by the said Ankrim to Alex. H. Martin to Benancio Mahle on 8/12/78 F577
who conveyed to Dolores Alarcon 12-13-85

Note - Dolores Alarcan died years ago and had 2 husbands
1st husb - ? Bustillos

Children

- a) Maria Bustillos, married Antonio Aguirre
- b) Anacleta Bustillos married Urbano Ronquillo
- c) Leonidez Bustillo married Jesus Parra

2nd husband - Jesus Gutierrez
No children

Note - We find the following deeds to Francisca Garcia de Alarcon
29 1/2 varas by 22 varas 12/2/87 7/19/06 Jesus Gutierrez 11/511
from Antonio Aguirre de Aguiie & Maria Bustillos de Aguirre@

7/19/06 8/16/25 G. N. Garcia 93/451 same as 11/511 from Gutierrez

8/16/25 owner is Francisca Garcia de Alarcon 449/147 same as 93/451

4 and 3/4 vrs. by 11 and 3/4 vrs 5/25/08 1/15/12 Frank J. Giron
137/141 from Jesus Gutierrez

1/15/12 Owner was Francisca G. de Alarcon 110/397 same as 137/141

9 and 1/2 vrs. by 5 and 1/2 vrs

6 and 1/2 vrs by 35 vrs and 18 and 1/2 vrs by 11 and 1/2 vrs

5/28/89 8/16/23

G. N. Garcia 93/455 from Jesus Parra and wife Leonede's Bustillas de Parra@

Owner of above in 1923 was Francisca G. de Alarcon 449/147 same as 93/455

Note-Find no deed for trs supposed to have passed to Cleta Bustillos de
Ronquillo, but it appears that Frsca/ G. de Alarcon has possession
She claims that Cleta Bustillos de Ronquillo conveyed the land she
now occupies to her---find no deed.

Tract ~~24~~ 24

8-14-13 Abel Arroyas is owner (inherited from his mother Josefa M. de Arroyas)

Note-Abel Arroyas got a corp. deed for this 4.63 acres 7/20/07 184/637
No deed for ditch.

12/16/23 Belen Arroyas, widow of Abel Arroyas who died 7/19/17
deeded this Tr. 4.63 acres to W. R. Bowling 12/6/24 440/549
deed was from Jose Madrid et al

Tr. 25

1.62 acres less .06 is 1.56 acres this tr.

Panfilo Lucero was supposed to be first owner, had possession for many years. It was left to following children

Francisco Lucero, married Catario Villegas

Encornacias Lucero married Lojino Ceciseros

Ramona Lucero, married Ventura Pacheco

Teresa Lucero married to Casimiro, Parada

Alberto Lucero

Jacinto Lucero

They all claim this tract, find no deeds pertaining to this Tr. No date

N.W

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

Before me, the undersigned authority, on this day personally appeared Mother Praxides, Mother Superior of the Loretto 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. 1925.

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

(SPAL)

My commission expires June 1, 1925.

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 15, 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. H. Hamilton
Clerk

El Paso, Texas, May 10, 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 Loretto 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 38 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.

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 Loretta 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 I have personal knowledge of the organization known as the Lorette 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, 1925.

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated April 4, 1923, with Leretto 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 Elizaris 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 \$100.00, 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

THE STATE OF TEXAS

COUNTY OF EL PASO,

BEFORE ME,

Geo. V. Hoadley, a Notary

Public,

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

personally appeared Blas Loya and Ricardo Sandoval

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., 1923.

(SEAL)

Geo. V. Hoadley

By commission expires June 1, 1925.

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. 1923 with its certificate of authentication, was filed for record in my office this 7 day of APR, A. D. 1923 at 10:05 o'clock A M and duly recorded the 13 day of APR, A. D. 1923 at 2:45 o'clock P M in the records of said County, in Volume 408 on Pages 187

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. Book

(SEAL)

By Deputy.

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. H. Lawson, Project Manager,

United States Reclamation Service, thereunto duly authorized ~~and subject to the approval of the proper~~
~~authorities of the United States Reclamation Service~~ and Lorette Literary and
Benevolent Inst., a corporation duly organized under the laws of
the State of Kentucky, and Blas Loya and Ricardo Sandoval,
hereinafter styled ~~Vendor~~ 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 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:

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 Elisario 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-

Corrected 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 (3455.54) feet; thence along said property line North twenty-three (23) degrees twenty (20) minutes (55) minutes East thirteen and seventy-one hundredths (13.71) feet; thence South fifty-six (56) degrees nine (09) minutes West one hundred eighty-one and fourteen-hundredths (181.14) feet; thence North sixty (60) degrees eight (08) minutes West one hundred twenty-three hundredths (123.00) feet; thence South twenty-three (23) degrees nine (09) minutes East one hundred eighty-five and five-hundredths (185.10) feet; thence North twenty-eight (28) minutes West one hundred seventy-three and three hundredths (173.03) feet; thence South thirty-nine (39) degrees thirty-nine (39) minutes East two hundred and forty-one hundredths (202.41) feet; thence North thirty-seven (37) degrees eighteen (18) minutes East ninety-seven and seventy-one hundredths (97.75) feet; thence South forty-seven (47) degrees thirty (30) minutes East one hundred seventy-seven and seventy-one hundredths (177.75) feet; thence South thirty-two (32) degrees twenty (20) minutes East two hundred two and thirty-eight hundredths (202.38) 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. X 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, unnumbered, 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.

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.

Vendor
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. H. Lawson
Project Manager U. S. R. S.

LORETO LITERARY AND BENEVOLENT INST.,
By Mather Praxedes
Vendor ~~Contractor~~

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

* By Rias X Loya
mark,
Ricardo Sandoval
Vendor
P. O. Address 4606 Trowbridge 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.

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. Lawson
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 ~~XXXXXXXXXXXX~~

Inclosures as follows returned to Project Manager:

(Same as above)

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 (3455.54) feet; thence along said property line North twenty-two (22) degrees thirty (30) minutes (35) minutes East thirteen and seventy-five hundredths (13.75) feet; thence South fifty-six (56) degrees nine (09) minutes West one hundred eighty-one and fourteen-hundredths (181.14) feet; thence South sixty (60) degrees eight (08) minutes West one hundred twenty-three hundredths (123.00) feet; thence South sixty (60) degrees nine (09) minutes East one hundred eighty-five and six-hundredths (185.15) feet; thence South fifty (50) degrees twenty-eight (28) minutes West one hundred seventy-three and three hundredths (173.03) feet; thence South fifty (50) degrees thirty-nine (39) minutes East two hundred and thirty (230) hundredths (230.00) feet; thence North seventy-one (71) 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 seventy-five hundredths (177.75) feet; thence South thirty-two (32) degrees thirty (30) minutes West two hundred two and thirty-five hundredths (202.35) 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. X 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.

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

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. H. Lawson

Project Manager U. S. R. S.

LORETTO LITERARY AND BENEVOLENT INST.,

By Mother Praxedes

Vendor Contractor.

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

* By Hlas X Loya
mark,

Ricardo Sandoval
Vendor

P. O. Address 4605 Trowbridge 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.



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Document Q & D
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