

Project Manager

Form 7-523
Form approved by the Secretary of the Interior
September 13, 1915
(Reprint July, 1919)
(Reprint Nov., 1919)

CONTRACT
(Disbursement)
6-6024

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT Texas - New Mexico.

THIS AGREEMENT, made the 20th day of October, nineteen hundred and twenty-one, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof ~~and~~ ^{or} supplementary thereto, between THE UNITED STATES OF AMERICA hereinafter styled the United States, by L. M. Lawson, Project Manager

United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and H. R. Trent and E. R. Thomson, both single men,

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

WITNESSETH: The parties covenant and agree that—

~~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:

Tract 1.

A tract of land situated approximately one (1) mile North of Clint, Texas, in the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) Section twenty-six (26) and the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) Section thirty-five (35) Township thirty-two (32) South, Range seven (7) East, U. S. Reclamation Service Survey, being also in the San Elizario Grant and more particularly described as follows: Beginning at a point which is the most northerly corner of the tract of land herein described, from which point the Northeast corner of said Section thirty-five bears South eighty-nine degrees (89°) thirty-eight minutes (38') fifty seconds (50") East three thousand five hundred ninety-six and eighty-eight hundredths (3596.88) feet; thence South forty-one degrees (41°) thirty-three minutes (33) East sixty-six and seventy-two hundredths (66.72) feet;

thence to the right along an eight hundred and sixty-eight and fifty-two hundredths (868.52) feet radius curve, four hundred twenty-eight and seventy-three hundredths (428.73) feet based on the arc length; thence South thirteen degrees (13°) sixteen minutes (16') East, three hundred thirty-four (334.00) feet to a point on the property line between the Vendor and Mrs. A. S. Priest; thence with said property line South fifty-two degrees (52°) thirty-four minutes (34') West four hundred twenty-nine and ninety hundredths (429.90) feet to the intersection with the Northwesterly right of way line of a county road; thence North thirty-nine degrees (39°) eighteen minutes (18') West fifty (50.0) feet along said right of way line to a point from which the Northwest corner of said section thirty-five (35) bears North fifty-nine degrees (59°) forty-four minutes (44') forty-four seconds (44") West, one thousand eight hundred eighty-one and sixty-six hundredths (1881.66) feet; thence North fifty-two degrees (52°) thirty-four minutes (34') East three hundred forty-four and thirty-nine (344.39) feet; thence North thirteen degrees (13°) sixteen minutes (16') West three hundred twenty-four and six hundredths (324.06) feet; thence to the left along a seven hundred sixty-eight and fifty-two hundredths (768.52) feet radius curve three hundred seventy nine and thirty-seven (379.37) feet based on the arc length; thence North forty-one degrees (41°) thirty-eight minutes (38') West one hundred nine and sixty-eight hundredths (109.68) feet thence North seventy-one degrees (71°) forty-two minutes (42') East one hundred eight and eighty-four hundredths (108.84) feet to the point of beginning, said tract of land containing two and thirty-three hundredths (2.33) acres more or less, excepting and excluding fifty-eight hundredths (0.58) acre occupied by the Thompson Ditch which is the property of the United States; the remainder, or one and seventy-five hundredths (1.75) acres, being the land herein confirmed to the United States.

Tract 2.

A tract of land situated in the North half ($N\frac{1}{2}$) and the Southwest quarter of the Northwest quarter ($SW\frac{1}{4}$) Section thirty-five (35) Township thirty-two (32) South, Range seven (7) East, U. S. Reclamation Service Survey; being also in the San Elizario Grant and more particularly described as follows: Beginning at a point on the Northeastly right of way line of the Salitral Canal which is the most westerly corner of the tract of land herein described and from which point the Northwest corner of Section thirty-five (35) bears North twenty-four degrees (24°) one minute (01') forty-three seconds (43") West one thousand nine hundred twenty and seventy-one hundredths (1920.71) feet; thence North thirty-nine degrees (39°) fifty-one seconds (51') East five hundred seventy-nine and seventy-two hundredths (579.72) feet; thence North fifty-two degrees (52°) thirty-four minutes (34') East five hundred forty and ninety-seven hundredths (540.97) feet to a point on the Southwesterly right of way of a county road,

from which said last mentioned point the Northwest corner of Section twenty-six (26) bears North fourteen degrees (14°) thirteen minutes (13') four seconds (04") West six thousand four hundred fifty-eight and twenty-five hundredths (6458.25) feet; thence along said road South thirty-nine degrees (39°) eighteen minutes (18') East fifty (50.0) feet to intersection with the property line between the land of the Vendor and Mrs. A. S. Priest; thence along said property line South fifty-two degrees (52°) thirty-four minutes (34') West five hundred thirty-seven and three hundredths (537.03) feet, South thirty-nine degrees (39°) fifty-one minutes (51') West five hundred eighty-one and forty hundredths (581.40) to intersection with the Northeasterly right of way line of the said Salitral Canal; thence along said right of way line North forty-one degrees (41°) fifty-four minutes (54') West fifty and five tenths (50.5) feet to the point of beginning; said tract of land containing one and twenty-eight hundredths (1.28) acres more or less.

3. The Vendors, on behalf of himself, his heirs and assigns, release and 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 four hundred fifty-four and 50/100 (\$454.50) 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 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

... (20.0) ... (21.0) ... (22.0) ... (23.0) ... (24.0) ... (25.0) ... (26.0) ... (27.0) ... (28.0) ... (29.0) ... (30.0) ... (31.0) ... (32.0) ... (33.0) ... (34.0) ... (35.0) ... (36.0) ... (37.0) ... (38.0) ... (39.0) ... (40.0) ... (41.0) ... (42.0) ... (43.0) ... (44.0) ... (45.0) ... (46.0) ... (47.0) ... (48.0) ... (49.0) ... (50.0) ... (51.0) ... (52.0) ... (53.0) ... (54.0) ... (55.0) ... (56.0) ... (57.0) ... (58.0) ... (59.0) ... (60.0) ... (61.0) ... (62.0) ... (63.0) ... (64.0) ... (65.0) ... (66.0) ... (67.0) ... (68.0) ... (69.0) ... (70.0) ... (71.0) ... (72.0) ... (73.0) ... (74.0) ... (75.0) ... (76.0) ... (77.0) ... (78.0) ... (79.0) ... (80.0) ... (81.0) ... (82.0) ... (83.0) ... (84.0) ... (85.0) ... (86.0) ... (87.0) ... (88.0) ... (89.0) ... (90.0) ... (91.0) ... (92.0) ... (93.0) ... (94.0) ... (95.0) ... (96.0) ... (97.0) ... (98.0) ... (99.0) ... (100.0) ...

Reclamation Service are necessary to show good title unencumbered in the Vendor to the property purchased.

10. The ~~contract~~ ^{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 ~~contractor~~ ^{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.

1000
1000
1000

Form
1000
1000

... a point on the ... Canal which is the ...
... herein described and from ...
... Section thirty-five (35) bears ...
... one minute (01') forty-three seconds ...
... nine hundred twenty and seventy-one hundredths ...
... North thirty-nine degrees (39°) fifty-one ...
... East five hundred seventy-nine and seventy-two hundredths ...
... feet; thence North fifty-two degrees (52°) thirty-four minutes ...
... East five hundred forty and ninety-seven hundredths (540.97) ...
... feet to a point on the Southwesterly right of way of a county road.

7. The Vendor upon request of 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

For and in consideration of the faithful performance of this contract, the Contractor shall be paid

~~11. 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 M LAWSON
Project Manager, U. S. R. S.
H R Trent
L R Thomson
Contractor.

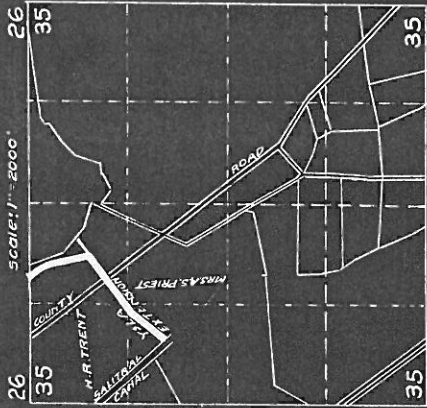
* By _____

P.O. Address Both 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.



Section 26 & 35 Township 32S. Range 7E.

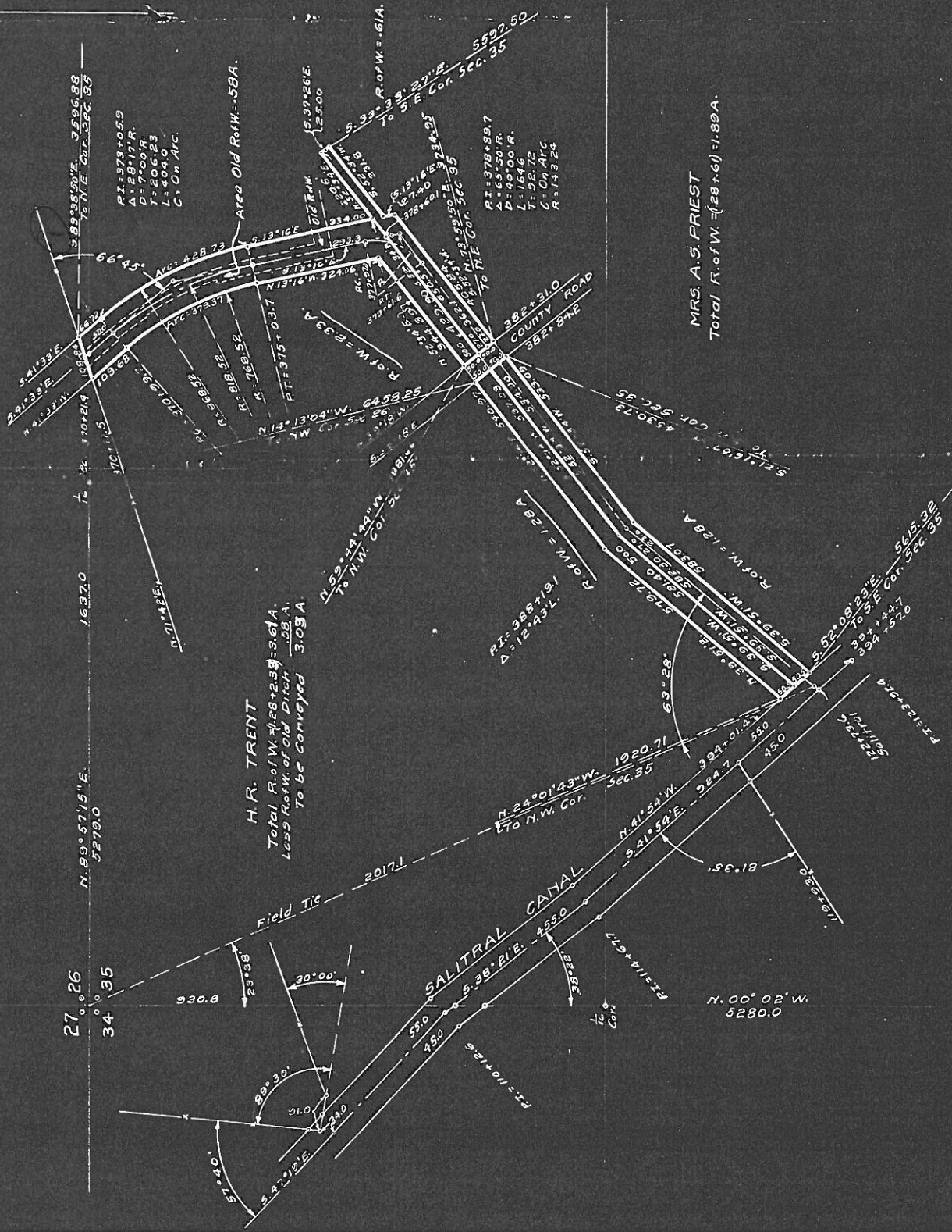
U.S.R.S. SURVEY
El Paso Co., Texas.
In the San Elizario Grant.

SCALE: 1" = 300'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT - NEW MEXICO - TEXAS
EL PASO VALLEY IRRIGATION
YSLA EXTENSION
RIGHT OF WAY

FIELD WORK: W.L.B.R.A. CHECKED: J.M.P.
DRAWN: E.C.H. COMPUTED: T.J.L.
2196-L64 EL PASO, TEX., JULY '21

L.R. THOMPSON



Certificate as to Title.

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

Two tracts of land containing 1.75 acres and 1.28 acres, respectively in the southeast quarter of the southwest quarter of sec. 26 and the northeast quarter of the northwest quarter of sec. 35, and in the north half of sec. 35, both in township 32 south, range 7 east, U. S. Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with H. R. Trent and L. R. Thomson dated October 20, 1921:

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendor H. R. Trent, who is the reputed owner, is the actual owner, and that there are no unpaid taxes, but that the said L. R. Thomson holds a mortgage against the said land, and he has therefore been joined in the said agreement to perfect title merely, and has executed a waiver to purchase money to be paid by the United States under the said agreement.

El Paso, Texas,
Oct. 20, 1921.

C. P. HARVEY

Clerk.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, October 20, 1921.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired from E. R. Trent, consisting of two tracts of land containing 1.75 acres and 1.28 acres, respectively in the southeast quarter of the southwest quarter of sec. 26 and the northeast quarter of the northwest quarter of sec. 35, and in the north half of sec. 35, both in township 32 south, range 7 east, U. S. Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Assistant Engineer.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated March 2, 1921, with H. R. Trent and L. R. Thomson, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Ysle lateral, a part of the Rio Grande project; that the consideration to be paid thereunder, \$454.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
October 20, 1921.

E. M. LAWSON

Project Manager.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso Texas Oct 20 1921

(Place)

(Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated

With E E Trent and L R Thomson

Estimated amount involved, \$ 454.50

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

N. 816

Authority No.
or Clearing Acct.
5-6-5

Purpose: Purchase of improvements on stock-subscribed land. The improvements consist of alfalfa stand, some garden and small outhouses, estimated generally to run at \$150 per acre on 3.03 acres, the total right of way, \$454.50. Right of way is for Yala ditch.

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.
 - " " 2 " certificate of recommendation.
 - " " 2 " possessory certificate.
 - " " 2 " f.l.t.
 - " " 2 " certificate as to title.
- 3 blueprints.

L R THOMSON
(Signature)

El Paso Texas Oct 20 1921

(Place)

(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by O P Harvey

on Oct 20 1921

Asst District Counsel,

Inclosures as follows returned to Project Manager:

- Orig. and 3 copies contract.
 - " " 1 copy certificate of recommendation.
 - " " 1 " possessory certificate.
 - " " 1 " f.l.t.
 - " " 1 " certificate as to title.
- 2 blueprints.

Remarks:

MS

Sheet 17

Drain along East side of
Tracts S.E. 24-3 & 23-5

and Ysla Lat across 23-5

Purchase of Improvements
H.R. Trent & L.R. Thomson
10-20-21
3.61 Acres.

Bureau Plat does not show
drain or additional width
of Ysla Lateral

County Plat still shows
Drain.

Whereas it was necessary
for me to sign jointly with
L. R. Trent in order to perfect title
a contract with the U.S. Reclamation
Service for damages to a tract
of land ^{Containing 1.81 acres} in S.E. 1/4 SW 1/4 Sec 26 and the
N.E. 1/4 NW 1/4 Sec 35 T. 32 R. 7 E. U.S. R. S. Survey
and in the San Elizario Grant. for the
sum of Four hundred fifty four ^{5/100}
(454.50) dollars. I here by ~~waive~~ + release
all interest in said ~~purchase~~ ~~money~~

Clint, Texas
10/20/21.

J. R. Thomson