THE STATE OF TEXAS. COUNTY OF EL PASO.

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assigns al	l our right, tit	tle and interest in	and unto that tract of	or parcel of land lyi	ing in the Coun
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a tract of La	and approxim	ately one-l	alf mile west	of the town of	f Socorro
31 Paso Coun	ty. Texas. i	n the North	meast quarter o	f the Souther	et quarts:
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Ву

Deputy.

Approved May 27, 1910, by the Secretary of the Interior.

orm 7-276 12-11

THIS AGREEMENT, made this the 26th day of May
nineteen hundred and nineteen, between Alberto Candelaria
and Imelda P. Candelaria , his wife, of El Paso
County, Texas , for them selves, their heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by
L.M. LAWSON, Project Manager United States Reclamation Service,
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),
WITNESSETH:
The vendor in consideration of the henefits to be hereafter desired from the

1. The yendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

A tract of land approximately one-half mile West of the Town of Socorro, El Paso County, Texas, in Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and in the Southeast quarter of the Northeast quarter $(SE_4^{\frac{1}{4}} NE_4^{\frac{1}{4}})$, Section Thirteen (13), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey, and in the "Socorro Grant", more particularly described as follows: Beginning at the Northeast corner of the tract of land herein described, which is a point on property line between land of Vendor herein and Juan Padillo, from which point the Northeast corner of said Section 13 bears North 26°08' East, two thousand six hundred eighty-eight (2688.0) feet; thence South 36°21' East, three hundred twenty-two & six tenths (322.6) feet to corner; thence South 43°30' East, one hundred eighty & one tenth (180.1) feet to corner: thence South 71°0 East, one hundred ninety-five & two tenths (195.2) feet to corner; thence South 17°31' East, four hundred fifteen & eight tenths (415.8) feet to point on property line between land of Wendor herein and said Juan Padillo; thence North 45°08' West, seven hundred eighty & eight tenths (780.8) feet along said property line to corner: thence North 36°21' West, two hundred sixty-four & two tenths (264.2) feet to point on property line between land of Vendor herein and said Juan Padillo; thence North 44°21' East, one hundred twenty-one & six tenths (121.6) feet along said property line to point of beginning: said tract of land containing two and seventy-six hundredths (2.76) acres, more or less.

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under

6. Liens or incumbrances existing against-said psemises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agree	ed that the	vendor may	retain	possession	of said	premises	until
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May 26, 1919 notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until 26,1019; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration

of twenty-four months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

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The vendorsexpressly warrants that they have employed no third person to solicit or obtain this contract in theirbehalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have 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 them hereunder; and that they have not in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree 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 commant does not apply to the selling of goods thru a bona fide commercial representative employed by the vendors in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whote or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.



IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written. Witnesses: Imelda P. Candelaria For and on behalf of the United States. STATE OF Texas. COUNTY OF El Paso Geo.W.Hoadley a Notary Public in and for said county, in the State aforesaid, do hereby certify that Alberto Candelaria and Imelda P.Candelaria his wife who are personally known to me to be the person subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that They signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth. I further certify that I did examine the said Imelda P. Candelaria separate and apart from husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do ess. not wish to retract the same. Given under my hand and official seal, this 26th day of May 191 9. Seo, W. Hoodley
Notary Public. [SEAL.] My commission expires June 1st.1919.

OERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated July 15, 1919, with Alberto Candelaria and Imelda P. Candelaria, are required for purposes authorized by the act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Franklin drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$138.00 (this amount being at the rate of \$50 per acre for 2.76 acres, cleared, levelled, and bordered, and with stand of alfalfa) is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

Fil Peso, Texas.

July 15, 1919.

Apprecia For and in consideration of the faithful performance of this contract, the

ARTICLE 4... 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).

Article 5... It is further stipulated and agreed that in the performance of this contract,

ARTICLE 5... 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 States or Territories or municipalities having criminal

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

ove written.	THE UNITED STATES OF AMERICA,
	By L.M. Lewson
	Project Manager, U. S. R. S.
	ALBERTO CANDELARIA
	IMPLDA P CANDELARIA
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*The approval of the Chief of Cor	istruction is not required if he executes the contract in person. Rulling
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Il those relating to the said contract, as	required by the statute in such case made and provided for the control of the statute in such case made and provided for the such case. Out of the statute in such case made and provided for the control of the control of the control of the control of the case made and provided for the control of the control of the control of the case made and provided for the case made and the cas
	, U. S. R. S.
	ribed and sworn to before me at
[OFFICIAL SEAL.] this	day of, A. D. 191 My commission
expires	

Note.—Execute this affidavit only on the copy for the Returns Office; not on original.



CERTIFICATE.

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

A tract of land in NE; of SE; and SE; of NE; sec. 13, T. 32 S., R. 6 E., U. S. Reclamation Service survey, El Paso County, containing approximately 2.76 acres, more particularly described in quitclaim deed dated July 15, 1919, running from Alberto Candelaria and wife to the United States of America:

That the tax records of said county indicate Alberto Candelaria, the reputed owner, to be the actual owner; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

	C	F	HARVEY
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Assistant District Counsel.

El Paso, Texas, July 17, 1919.

INSTRUCTIONS.

- 1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.
- 2. The project or other office where the contract originates will transmit two copies of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.
- 3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate accompanying the contract.
- 4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, giving dates, stating whether a telegram or letter, and from and to whom.
 - 5. The office in which this contract originates should list all inclosures below.

Bally Bally Markett State (1) and the sale of the

(INSTRUCT IN DRAVER OFFICE).

This contract is transmitted to Washington for approval for the reason that no copy of the desation deed was furnished the Denver office. In this connection, see letter dated Septsmber 18, 1919, from Assistant to the Director to District Counsel. El Paso, copy to this office.

It is observed that the words "and acts amendatory thereof or supplementary thereto" were not inserted in the presents of this contract by the Project Manager. This has been done in the Denver Office.

The articles in the contract are not properly numbered.

Inclosures:	f.
copies of contract.	
copies of form letters of transm	ittal

El Paso, Texas.
June 13, 1919.

Mr. Alberto Candelaria,

Belen. Texas.

Dear Sir:

Recently you signed an agreement to sell 2.76 acres of land to the United States for thr Franklin Drain. In view of the fact that we can make more prompt settlement by asking you to donate this land and pay you for the improvements thereon, we are submitting herewith a quitclaim deed running to the United States and also a contract carrying a money payment to be made to you of \$138.00. If you will please sign the donation deed, also having your wife sign it, and sign the contract and return both of these papers to the Reclamation Service, El Paso, we will be able It will not be necessary for you to make prompt settlement. to go before a notary public to sign any of the papers, as the notary in this office is familar with your signature and can take your acknowledgment without having you again appear before him.

ment to sell, which you have already signed, we would very likely have to enter into a long and difficult examination of your land title, which would probably consume a great deal of time, possibly involving considerations which it would be next to impossible to fulfill in a practical way, with the result that there would be great delay in securing to you payment of the money due you, if such payment could ever be made in full.

Yours very truly,

CFHarvey

Enc 2. Asst. District Counsel.

El Paso, Texas, July 18, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two quitclaim deeds, as follows:

Running from Alberto Candelaria and wife, dated July 15, 1919.
Running from Juan Padilla and wife, dated July 15, 1919.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

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FORM 7-523A

Form approved by the Secretary of the Interior 10 the physics of Counters of the Interior 10 the physics of Counters of the Interior 10 the physics of Counters of the Interior 10 the physics of the Interior 10 the physics of the Interior 10 the physics of the Interior 10 t business for expending DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

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Dia Gwarda	PROTECT	New Mexico-Tex	e a
	I KOJECI	・・・ でんた カカ・・・カリア ひいか ディグ (人) ホーナ のたア	
•	the 15th	day of July.	

THIS AGREEMENT, Made	
nineteen hundred and nineteen, in pursuance of the act of June :	17,
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by Project Manag	12.14
United States Reclamation Service, thereunto duly authorized and subject to the approval of table tab	he

their hereinafter styled Contractor,

heirs,, executors, administrators, successors, and

WITNESSETH, The parties covenant and agree that:

Library and the control of the contr

APTICLE 1. The Contractor will

WHEREAS, Under even date herewith a quitclaim deed was. executed by the contractor herein, releasing and quit-claiming to the United States of America for canal right of way for the Rio Grande project, a certain tract of land approximately one-half mile west of the town of Sozorro, Texas, in the Northeast quarter of the Southeast quarter and in the Southeast quarter of the Northeast quarter, Section Thirteen (13), Township Thirty-two (32) South, Range Six (6) East, U.S.R.S. Survey and in the "Socorro Grant", containing 2.76 acres, more or less, El Paso County, Texas; and,

WHEREAS, the United States desires immediate possession of the land herein described for use in the construction of the Franklin Drain; and.

WHEREAS, the contractor is the owner of the improvements on said described land:

NOW, THEREFORE, in consideration of the sum of One hundred thirty-eight and no/100 (\$138.00) Dollars, the value of said improvements, to the contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the contractor hereby waives, and releases the United States from any and all claims of whatever nature by reason of the damage that the contractor has suffered or may hereafter suffer as a result of the operations of the United States Reclamation Service on said tract of land as described in the quitclaim deed herein referred to.

Article 1. It is understood and agreed that the United States, its agents, officers and employees shall at all times have

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the right to go upon said described land for the purpose of surveying, constructing, repairing, operating and maintaining said Franklin Drain and other operations of the Reclamation Service incident thereto, and any cause of action arising from damage to crops or other improvements thereon belonging to the contractor that may result in consequence of such entry is hereby waived by the contractor as hereinbefore provided.

Article 2. The contractor expressly warrants that theyha veemployed by third person to solicit or obtain this contract in theirbehalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in while or in part, upon such procurement; and that they have 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 them hereunder; and that they have not in estimating the contract price demanded by them, included any sum by reason of any such brokerage; commission or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered in the procurement of this contract. further agree 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 thru a bona fide commercial representative employed by the contractor in the regular course of their usiness 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 thru established commercial or selling agents or agencies regularly engaged in selling such goods.



ARTICLE 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.

Form 7-523t (June, 1918)

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas, 107/

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated July 15, 1919

Rio Grande

Project

Executed on behalf of U. S. by L. Lawson Project Manager

With Alberto Candelaria and wife. Estimated amount involved, \$ 156.00

Authority No. or clearing acct.

4-0-8

ABRAKERNINGERKANGERRAKARKARKARKA

(Strike cut if no bond transmitted.)

Purpose:

donated for Franklin drain right of way by deed of July 15, 1919.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager

at El Paso, Texas, and

District Counsel

at El Paso. Texas. A

of the approval of the above

L M Later COM

Project Manager.

Denver, Colo., Nov. 14 , 1919

It is recommended that the above-described contract be approved.

Inclosures:

Orig. & 3 copies form letter
" 2 " contract
" cert. of necessity
1 Blueprint, 1855-158

GHAS. P. WILLIAMS.

Acting Chief of Construction.

(300 Marabate of Ravidad.)

Washington, D. C., MOV 21 1919

Contract (and bond, if any,) was approved by

Osses on 10 21 1919.

onnuv & 1 319 NOVISTE

Acting Director.

1879 466

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas.

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding and same and subject acceptance.

Agrament dated July 15, 1910

Rio Grande Project

Executed Enxemisers in alberto Candelaria and wife.

WEEKE to United States.

Estimated amount involved, \$____

Authority No. or clearing acct.

kakompaniedzisychondzandziwaruopiusz

(Strike out if no bond transmitted.)

Purpose: (See instructions on back.)

Donation of 2.76 acres for right of way for Frenklin drain.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager

essection at

El Paso, Texas.

District Counsel

El Paso, Texas. of the approval of the above

incle. Orig. deed. Certificate as to title. 1 blueprint.

L M LA SON

Project Manager.

Denver, Colo.,

, 19

It is recommended that the above-described contract be approved.

Inclosures:

Chief of Construction.

Washington, D. C.,

Contract (and bond, if any,) was appreciating accepted by.

on

Acres 4

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