

780

CANDEIARIA, FELEPE QUTICIALM DEED JUAN DE HERRERA LATERAL

104

0023-0077.0022-00

11-(21) Texas

THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

Know all Men by these Presents:

THAT **I, Felipe Candalaria,**

of the County of **El Paso**, State **of Texas**, for and in consideration of the sum of **One and 0/100 (\$1.00)** DOLLARS,

to **me** in hand paid by **the United States of America, pursuant to act of Congress of June 17, 1902 (32 Stat., 388)**

~~of the County of~~, ~~and~~ ~~xxx~~, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said **The United States of America, its**

~~xxx~~ assigns all **my** right, title and interest in and unto that tract or parcel of land lying in the County of **El Paso**, and State **of Texas**, described as follows, to-wit:

A tract of land situated in the northeast quarter of the southeast quarter of section thirty-six (36), township thirty-one (31) south, range six (6) east, and west half of southwest quarter of section thirty-one (31), township thirty-one (31) south, range seven (7) east, United States Reclamation Service survey, Ysleta Grant, said tract of land being sixty (60) feet wide, lying thirty (30) feet on each side of a canal center line described as follows:

Beginning at a point on the property line of land between Grantor herein and Clemente Candalaria, said property line having a bearing south 3°53'30" east, and from which point a concrete post, the northeast corner of said Clemente Candalaria tract and northwest corner of Grantor's land bears north 3°53'30" west sixty-six and five-tenths (66.5) feet and the southeast corner of said section thirty-six (36) lies south one thousand seven hundred seventy-three (1,773) feet and east fifty-five and two-tenths (55.2) feet; thence south 52°08'30" east thirty-eight and seven-tenths (38.7) feet; thence to the right along the arc of a four hundred ten and three-tenths (410.3) foot radius curve a distance of one hundred four and one-tenth (104.1) feet, based on one-hundred (100) foot chords; thence south 37°34' east three hundred eighty-seven and five-tenths (387.5) feet to a point on the property line of land between Contractor and Jesus Candalaria, said property line having a bearing north 60°30' east and from which point the southwest corner of said section thirty-one (31) lies south one thousand three hundred sixty-eight and five-tenths (1,368.5) feet and west two hundred eighty-four and four-tenths (284.4) feet; said tract containing seventy-three hundredths (0.73) acre, more or less; said tract not being homestead property.

TO HAVE AND TO HOLD all **my** right, title, interest, estate and claim 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 **The United States of America, its**

~~xxx~~ and assigns forever.

WITNESS **my** hand this the **20th** day of **May**, A. D. 191**8**

FELIPE CANDELARIA

Witnesses at Request of Grantor

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

to

Filed for record, this

day of 191, at

o'clock and minutes M.

Clerk.

By Deputy.

El Paso—El Paso

THE STATE OF TEXAS, }

COUNTY OF EL PASO, }

Before me, Geo M Hoadley, A Notary Public

in and for

El Paso County, Texas, on this day personally appeared

Felipe Candelaria

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 20th day of May, A. D. 1918

(SEAL) My com exp June 1 1919

GEO M HOADLEY

Notary Public In and For El Paso

Co Tex

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, }

I Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the

day of, A. D. 19 with its certificate of authentication, was filed for record in my

office this day of, A. D. 19, at o'clock M.

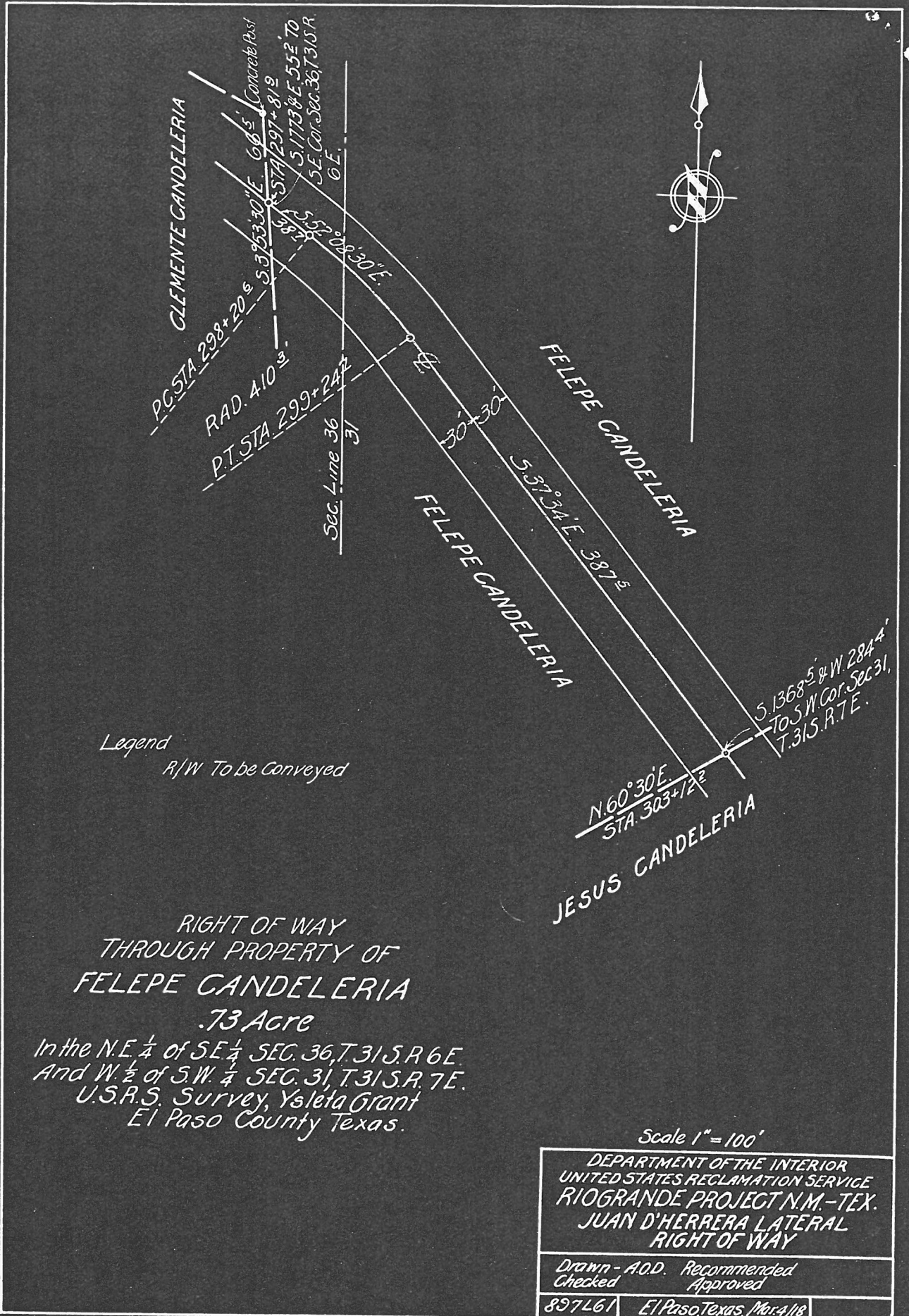
and duly recorded the day of, A. D. 19, at o'clock M.

in the records of said County, in Volume 317 on Pages 122

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.

Clerk County Court, El Paso County, Texas.

By Deputy.



Legend
 R/W To be Conveyed

**RIGHT OF WAY
 THROUGH PROPERTY OF
 FELEPE CANDELERIA**

.73 Acre

In the N.E. 1/4 of S.E. 1/4 SEC. 36, T.31 S. R. 6 E.
 And W. 1/2 of S.W. 1/4 SEC. 31, T.31 S. R. 7 E.
 U.S.R.S. Survey, Ysleta Grant
 El Paso County Texas.

Scale 1" = 100'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIOGRANDE PROJECT N.M.-TEX. JUAN D'HERRERA LATERAL RIGHT OF WAY	
Drawn - A.O.D. Checked	Recommended Approved
897L61	El Paso, Texas, Mar 4, 198

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, JUL 9 1918, 191

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated May 21, 1918 Rio Grande

Executed by L. M. Lawson, Project Manager,

With Felipe Candelaria.

Estimated amount involved, \$ 43.90. Authority 5-G-2.

Purpose of agreement: Purchase of improvements on land donated by contractor in quitclaim deed dated May 20, 1918, for Juan S' Herrera lateral system.

~~Original and one copy of bond herewith.~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas.

and District Counsel at El Paso, Texas. of the approval of the above.

- Orig. & 3 copies contract.
- Orig. & 1 copy certificate as to title.
- 2 blueprints.
- Certificate of recommendation

L. M. LAWSON
(Signature.)

(The blanks below to be filled in the Washington Office.)

Approved by Morris Bien, Acting Director

JUL 30 1918

Date of approval **JUL 30 1918**

Bond, if any, approved by same officer on same date.

Morris Bien, Acting Director
Director and Chief Engineer.

JUL 22 '18 84558

Received by transmission to the Director, Washington, with recommendation of the Chief of Construction, with the contract to be approved. The quitclaim deed referred to in the first paragraph of the contract is not, under the regulations, transmitted through this office. Orig. & 3 copies of contract & 1 copy of certificate of recommendation. This print. Project

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT, **New Mexico - Texas.**

This Agreement, Made **the 21st day of May,**

..... nineteen hundred and **eighteen**, in pursuance of the act of June 17,
1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE
UNITED STATES OF AMERICA, by **L. M. Lawson, Project Manager,**

~~XXXXXXXXXXXXXXXXXXXX~~ United States
Reclamation Service, thereunto duly authorized, and subject to the approval of the proper super-
visory officer, and **Felipe Candelaria**

..... **his** heirs, executors, administrators, successors, and
assigns,

Witnesseth, The parties covenant and agree that:

~~XXXXXXXXXXXXXXXXXXXX~~
ARTICLE I. The Contractor will

Whereas, Under date of **May 20th**, 1918,
a quitclaim deed was executed by

Felipe Candelaria

....., Contractor

herein, releasing and quitclaiming to the United States of America
a certain tract of land situated in the northeast quarter of the
southeast quarter of section thirty-six (36), township thirty-
one (31) south, range six (6) east, and west half of southwest
quarter of section thirty-one (31), township thirty-one (31)
south, range seven (7) east, United States Reclamation Service
survey, Yelata Grant, in county of El Paso and State of Texas,
said tract of land being sixty (60) feet wide, lying thirty (30)
feet on each side of a canal center line described as follows:

Beginning at a point on the property line of land between
Grantor (Contractor) and Clemente Candelaria, said property
line having a bearing S 3°53' 30" east, from which point a concrete
post, the northeast corner of said Clemente Candelaria tract
and northwest corner of Grantor's (Contractor's) land bears north
3°53'30" west sixty-six and five-tenths (66.5) feet and the
southeast corner of said section thirty-six (36) lies south one
thousand seven hundred seventy-three (1,773) feet and east
fifty-five and two-tenths (55.2) feet; thence S52°08'30" east
thirty-eight and seven-tenths (38.7) feet; thence to the right
along the arc of a four hundred ten and three-tenths (410.3)

foot radius curve a distance of one hundred four and one-tenth (104.1) feet, based on one-hundred (100) foot chords; thence south 37°34' east three hundred eighty-seven and five-tenths (387.5) feet to a point on the property line of land between Contractor and Jesus Gendelera, said property line having a bearing north 60°30' east and from which point the southwest corner of section thirty-one (31) above described lies south one thousand three hundred sixty-eight and five-tenths (1,368.5) feet and west two hundred eighty-four and four-tenths (284.4) feet; said tract containing seventy-three hundredths (0.73) acre, more or less;

And whereas the United States desires immediate possession of the tract of land herein described, for right of way required for the Juan d' Herrera lateral system;

And whereas the Contractor is the owner of the _____
growing alfalfa

on said described land;

Now, Therefore, For and in consideration of the sum of

Forty-three and 80/100 Dollars (\$43.80).

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 the Contractor has sustained or may hereafter sustain as a result of the operations of the Reclamation Service on said tract of land as aforesaid; and it is further understood and agreed that the United States, its agents, officers, and employees shall at all times have the right to go upon said above described land for the purpose of surveying, constructing, repairing, operating, and maintaining said Juan d'Herrera lateral system, or any portion thereof, or any structures appurtenant thereto, and any damage to crops or other improvements thereon belonging to the Contractor that may result in consequence of such entry are hereby waived by the Contractor as hereinabove provided.

Article 1. 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.

ARTICLE 2. No interest in this agreement shall be transferred 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.

ARTICLE 3. 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 4. 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 jurisdiction.

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

THE UNITED STATES OF AMERICA,

By I. M. LATOCH

Project Manager, U. S. R. S.
FELIPE CAMELARIA

Yeleta

Contractor.

P. O. address Texas

Approved March 1, 1911

Chief of Construction, U. S. R. S.

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF _____
COUNTY OF _____

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of 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 any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

INSTRUCTIONS

Subscribed and sworn to before me at _____, U. S. R. S.

[OFFICIAL SEAL.]

this _____ day of _____, A. D. 1911. My commission expires _____

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

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated May 21, 1918, with Felipe Candelaria, are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Juan d' Herrera lateral system, a part of the Rio Grande project; that the consideration to be paid thereunder, \$43.80, for 0.73 acre of growing alfalfa at \$60 an acre, 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,
May 21, 1918.

CERTIFICATE.

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

A tract of land in NE $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 36, T 31 S, R 6 E, and W $\frac{1}{2}$ of SW $\frac{1}{4}$ sec. 31, T 31 S, R 7 E, U.S.R.S. survey, El Paso County, Texas, more particularly described in quitclaim deed dated May 20, 1918, running from Felipe Candelaria to the United States of America:

That the tax records of said county indicate Felipe 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.

Clerk.

El Paso, Texas,
May 20, 1918.

CH

El Paso, Texas, May 20, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two quitclaim deeds dated May 20, 1918, running from Felipe Candelaris and from Jose Lozano to the United States.

Very respectfully,

P W WEST

District Counsel.

2 incls.