

CANDELARIA, F. G.

QUITCLAIM DEED

MESA DEEN

0023-0044-0025-00

4-(25) TEXAS

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

KNOW ALL MEN BY THESE PRESENTS: THAT

I, F. G. Candelaria,

of the County of El Paso, State of Texas, for and in consideration of the sum of ~~One and no/100 (\$1.00)~~ **One and no/100 (\$1.00)** DOLLARS,

to me in hand paid by The United States of America, pursuant to the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto ~~of the County of~~, and ~~of~~, 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, and its

~~hereby~~ and 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 approximately 3 miles Northwest of the town of Ysleta, Texas, in the South half of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township Thirty-one (31) South, Range Six (6) East, United States Reclamation Service survey, and in the Ysleta Grant, and more particularly described as follows: Beginning at the southwest corner of the tract of land herein described, which is a point on property line between land of Grantor herein and P. Tirres, from which point the southwest corner of said Section 15 bears South 86°15' West, four thousand ninety-seven and three tenths (4097.3) feet; thence North 40°41' West, two hundred forty-two and eight tenths (242.8) feet to southeasterly right of way line of eight (8.0) ft. County Road; thence North 65°24' East, seventy-seven and seven tenths (77.7) feet along said right of way line to corner common to land of Grantor herein and L. Tirres; thence South 26°40' East, one hundred fifty-nine and eight tenths (159.8) feet along property line between land of Grantor herein and said L. Tirres to corner common to land of Grantor herein, said L. Tirres and L. A. Poix; thence South 35°16' East, sixty-nine and five tenths (69.5) feet along property line between land of Grantor herein and said L. A. Poix to southeast corner of land of Grantor herein; thence South 54°52' West twenty-nine and five tenths (29.5) feet along property line between land of Grantor herein and said P. Tirres to point of beginning; said tract of land containing twenty-seven hundredths (0.27) acre, more or less.

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, and its

~~hereby~~ and assigns forever.

WITNESS my hand this the 12th day of July, A. D. 19

Witnesses at Request of Grantor:

F.G.Candelaria

Correct as to Engineering Data

THE STATE OF TEXAS. }

COUNTY OF EL PASO. }

Before me, Geo. W. Hoadley, Notary Public in and for
 El Paso County, Texas, on this day personally appeared F. G. 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 12th day of July, A. D. 1919
 (SEAL) Geo. W. Hoadley

Notary Public

My com. expires June 1, 1921.

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 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. }

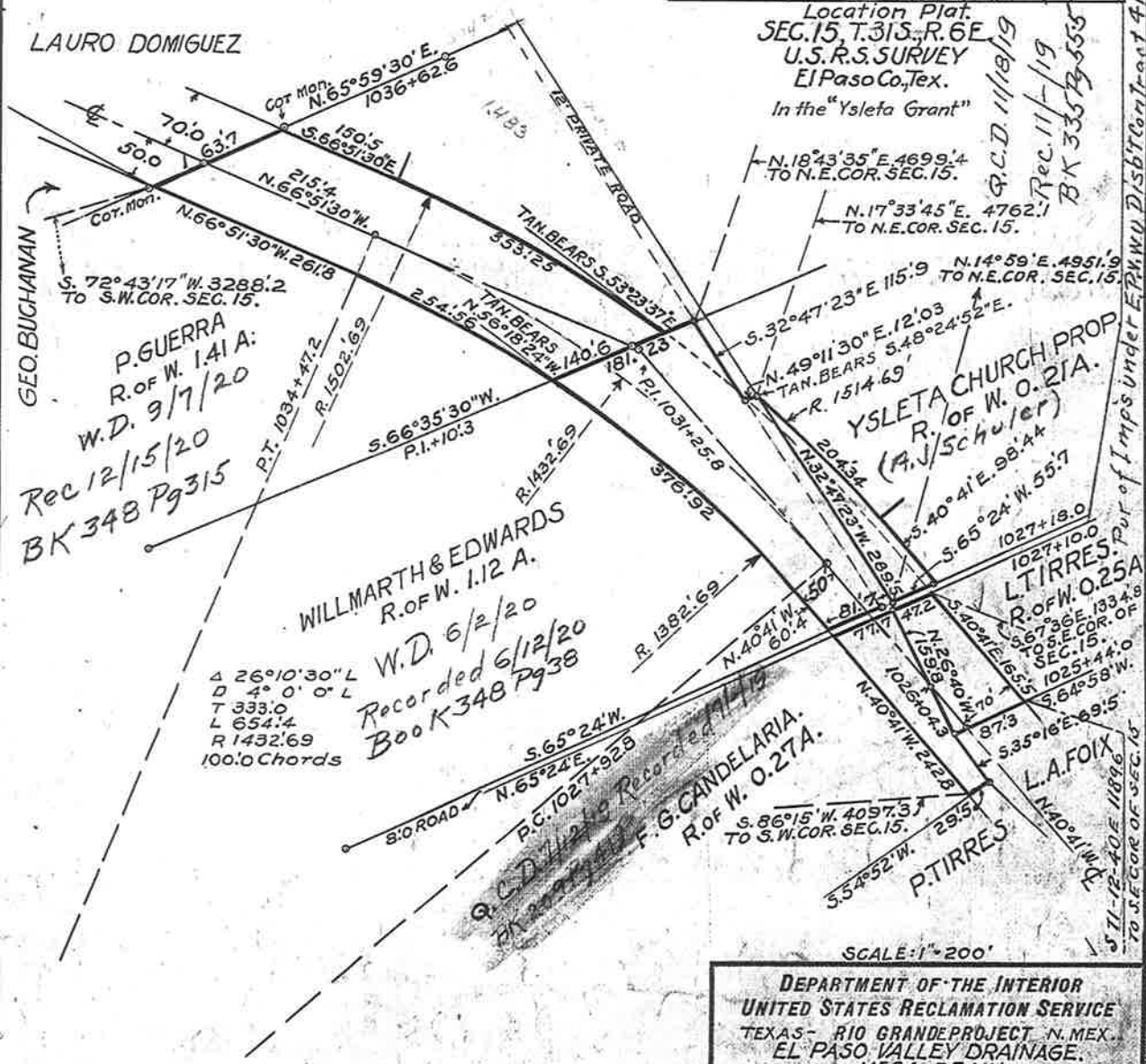
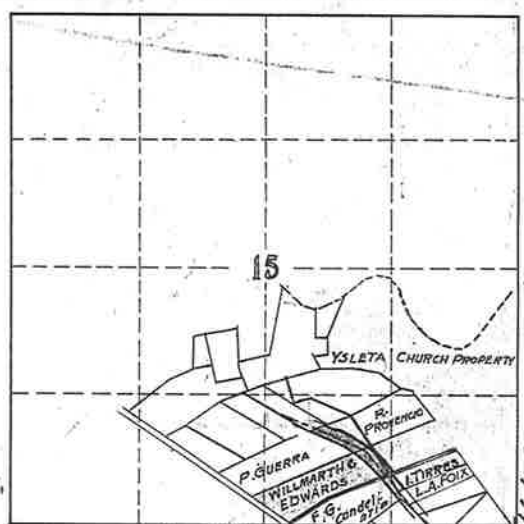
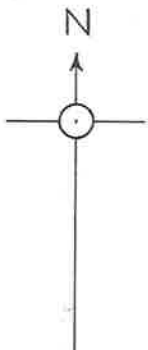
I _____ Clerk of the County

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 209 on Pages 419

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.



Note: Curve lengths based on 100.0 Chord lengths.

SCALE: 1" = 200'

| | |
|-------------------------------------|--------------------|
| DEPARTMENT OF THE INTERIOR | |
| UNITED STATES RECLAMATION SERVICE | |
| TEXAS - RIO GRANDE PROJECT, N. MEX. | |
| EL PASO VALLEY DRAINAGE. | |
| MESA DRAIN | |
| RIGHT OF WAY | |
| DRAWN: T.J.L. | FIELD WORK: F.C.S. |
| CHECKED: A.O.D. | APPROVED: |
| 900-L-49 EL PASO - MAY 1919 | |

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made the 12th day of July,
nineteen hundred and nineteen, in pursuance of the act of June 17,
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by - - - - -
- - - - - L.M. Lawson - - - - - Project Manager,
United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and F. G. Candelaria

hereinafter styled Contractor, his heirs,, executors, administrators, successors, and
assigns,

WITNESSETH, The parties covenant and agree that:

~~Article 1 - The Contractor will~~

WHEREAS, Under even date herewith a quitclaim deed was
executed by the Contractor herein, releasing and quitclaiming to
the United States of America for canal right of way for the Rio
Grande project, a certain tract of land approximately 3 miles
northwest of the town of Ysleta, Texas, in the South half of the
Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$), Section Fifteen (15), Township Thirty-
one (31) South, Range Six (6) East, United States Reclamation Ser-
vice survey, being also in the Ysleta Grant, containing twenty-
seven hundredths (0.27) acre, more or less, in El Paso County,
State of Texas; and,

WHEREAS, the United States desires immediate possession
of the land herein described for use in the construction of the
El Paso Valley Mesa Drain; and,

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

NOW, THEREFORE, in consideration of the sum of Fifty-four
and no/100 (\$54.00) Dollars, the value of said improvements, to
the Contractor in hand paid by the United States, the receipt where-
of is hereby acknowledged, the contractor hereby waives and re-
leases 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 quit-
claim deed herein referred to.

Correct as to Engineering Data
G.M.A.

Article 1. It is understood and agreed that the United States, its agents, officers and employees shall at all times have the right to go upon said described land for the purpose of surveying, constructing, repairing, operating and maintaining said El Paso Valley Mesa 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 hereinabove provided.

Article 2. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, 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 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 thru 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 thru established commercial or selling agents or agencies regularly engaged in selling such goods.

~~Article 3. 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 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 For and in consideration of the faithful performance of this contract, the contractor shall be paid

Article 3. 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.

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, 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 L. M. Lawson
Project Manager, U. S. R. S.
F. G. Candelaria

Contractor:
P. O. address Ysleta, Texas.

Approved:

Chief of Construction*

(Date) 191

*The approval of the Chief of Construction is not required if he executes the contract in person.

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.

U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.] this _____ day of _____, A. D. 191____ My commission expires _____

CERTIFICATE

I HEREBY CERTIFY That the rights and property described in the agreement dated July 12, 1919, with F.G. Candelaria are required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for El Paso Valley Mesa Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$54.00, (for crop of corn) is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

El Paso, Texas,

July 15, 1919.

L. E. Lawson

Project Manager.

CERTIFICATE

I HEREBY CERTIFY With reference to the following described land:

A tract of land in the S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 15, T. 31 S., R. 6 E., U.S.R.S. Survey, containing 0.27 acre, more or less, El Paso County, Texas, more particularly described in quitclaim deed dated July 12, 1919, running from F.G. Candelaria to the United States of America;

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

U. F. Harvey

Clerk.

El Paso, Texas,

July 15, 1919.

POSSESSORY CERTIFICATE

Rio Grande project,
El Paso, Texas, July 15, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land whereon are improvements sought to be acquired by the United States of America from F.G. Candelaria in S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 15, T. 31 S., R. 6 E., U.S.R.S. Survey, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land involved, 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

Field Assistant.

El Paso, Texas, July 17, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two quit-claim deeds, as follows:

Running from Mrs. M. W. Kellogg, dated July 12, 1919.

Running from F. G. Candelaria, dated July 12, 1919.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas SEP 5 - 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated July 12, 1919,

Rio Grande

Project

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

With F. G. Candelaria

Estimated amount involved, \$ 54.00

Authority No.

or clearing acct. 6-5

~~Accompanied by bond and two copies.~~
(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Purchase of improvements on donation of right of way for El Paso Valley Mesa Drain

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.

of the approval of the above

Encls: Orig. & 3 copies contract
orig. & 1 copy cert. recommendation,
2 blueprints.

L. M. Lawson

Project Manager.

Denver, Colo., Sept. 12, 1919

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

Inclosures:

Orig. & 3 copies form letter
" " 2 " contract
" cert. of necessity
1 Blue print

E. I. HALTER

Acting Chief of Construction.

Washington, D. C., OCT 2 - 1919

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

on OCT 1 - 1919

A. P. Davis,
Director and Chief Engineer, U.S. R. S.

SEP 15 '19 2658

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas, SEP 5 - 1919~~

, 19

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

Subject: Forwarding ~~and retain deed for acceptance and filing~~

~~Deed~~ Agreement dated July 12, 1919

Rio Grande

Project

Executed ~~on behalf of U.S.~~ by F.C. Connelaria

~~With To United States of America~~

Estimated amount involved, \$ 0

Authority No.
or clearing acct. 6-5

~~Accompanied by bond and two copies.~~
(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Donation of right of way for El Paso Valley Mesa Drain

Land is not homestead property.

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.

of the approval of the above

Encls; Original deed,
cert. as to title,
1 blueprint.

L.M. Larsen

Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

G-1513

Washington, D. C., SEP 22 1919

accepted by

MORRIS BIEN,

Contract (and bond, if any,) was approved by Assistant to the Director.

on SEP 20 1919

SEP 13 '19 2592

CANAL Mesa Verde COUNTY El Paso

1. Mailing address of each party F. G. Candelaria
Ysleta Texas
2. Personal status of each party (married, single, widow or widower): Married
3. List of improvements (state, as by itemized bill, how total consideration was fixed):
Corn Crops
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:
No Liens
5. State whether or not land is homestead property Not Homestead
6. Survey number of tract (if not embodied in land description):
in tax records: Item (under whose name assessed and line number in assessment book):
Acreage 1 Acre: Assessed at \$.
other available information This is tract deed to Candelaria by F. G. Man
7. Grantor will order title guaranty.
Grantor agrees that Service may order title guaranty and make deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
✓ Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the licnor).
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.
8. Cost of structures to be built by Service. None