

El Paso, Texas, February 13, 1920.

County Clerk for El Paso County,

El Paso, Texas,

Dear Sir:

Transmitted herewith for official record is quit-claim deed running from Miguel Jurado and wife to the United States, dated February 10, 1920.

Very truly yours,

P W DEBT

District Counsel.

incl.

CERTIFICATE.

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

A tract of land in SE $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 18, T. 32 S., R. 7 E., containing 0.05 acre, more or less, El Paso County, Texas, more particularly described in quitclaim deed dated February 10, 1920, running from Miguel Jurado et ux. to the United States of America:

That the tax records of said county indicate that Miguel Jurado, the reputed owner, is 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

Clerk.

El Paso, Texas,

February 13, 1920.

Form 7-523
Farm approved by the Secretary of the Interior
July 13, 1913

CONTRACT
(Disbursement)

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT

THIS AGREEMENT, made this 10th day of February

and in pursuance of the act of June 17, 1902 (32 Stat., 888), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA hereinafter styled the United States, by L. M. Lawson, Project Manager and Miguel Jurado and Maria Antonia Jurado, husband and wife, hereinafter styled Contractor, their heirs, executors, administrators, successors, and assigns.

supervisory officer of the United States Reclamation Service; and

Miguel Jurado and Maria Antonia Jurado, husband and wife,

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

WITNESSETH: The parties covenant and agree that—

2. The Contractor will

2. 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 in the Southeast quarter of the Southwest quarter (SE 1/4 SW 1/4) of Section eighteen (18), Township thirty-two (32) South, Range Seven (7) East, United States Reclamation Service Survey, being also in the "Socorro Grant", in El Paso County, Texas, containing approximately five tenths (0.05) acre; and

3. Whereas, the United States desires immediate possession of the land herein described for use in the construction of North Side Lateral, El Paso Valley; and

4. Whereas, the Contractor is the owner of the improvements on said described land;

5. Now, therefore, in consideration of the sum of two hundred

Five and 0/100 (\$5.00) dollars, the value of

said improvements, to the contractor in hand paid by the United States, the receipt of which 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

Correct as to Engineering Data - S.M.A.

in the quitclaim deed herein referred to.

6. 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 North Side Lateral, 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.

7. 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~~

8. 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.

9. 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.

10. 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.

Miguel Jurado
Contractor.

Maria Antonia Jurado

* By _____

P. O. Address Ysleta, 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.

THE UNITED STATES OF AMERICA

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.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in agreement dated February 10, 1920, with Miguel Jurado et ux., are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for north side lateral, El Paso Valley, a part of the Rio Grande project; that the consideration to be paid thereunder, \$5, is reasonable and the lowest that could be obtained (the said consideration being for stand of alfalfa on 0.05 acre, valued at \$100 per acre), this payment being for improvements only and waiver of any and all claims by the landowner, and not for the land itself, as the land has been donated to the United States as set forth in the above described agreement; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

El Paso, Texas,

February 10, 1920.