

188

PANIAGUE, SEISA, et. vir., Adiadato

PURCHASE OF IMPROVEMENTS

SAN ELIZARIO WASTEWAY (1962)

0023-0082-0015-00

16-(15) Texas

73

NOT INDEXED
ASSUMED NOT RECORDED
Extra copy

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT **New Mexico-Texas**

THIS AGREEMENT, made **March 5**, nineteen hundred and **twenty-four**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and 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 **Selma de Paniagua and Adisato Paniagua, her husband,**

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

WITNESSETH: The parties covenant and agree that—

~~1. 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 incumbrance, 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:

Two tracts of land situated approximately one-half (1/2) mile West of San Elisario, Texas, in the Northeast quarter of the Northwest quarter (NE 1/4 NW 1/4) of Section five (5), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey; being also in the San Elisario Grant and more particularly described as follows:
TRACT 1: Beginning at a point on the Westerly right of way line of the San Elisario Lateral and from which point the Northwest corner of said Section five (5) bears North sixty-seven (67) degrees forty-seven (47) minutes seven (07) seconds West two thousand five hundred ninety-nine and sixty-six hundredths (2599.66) feet; thence along said Westerly right of way line of the San Elisario Lateral South twenty-four (24) degrees forty (40) minutes East thirty and three-tenths (30.3) feet; thence South seventy-three

(73) degrees thirty-five (35) minutes West two hundred two and sixty-hundredths (202.60) feet; thence North eighty-four (84) degrees sixteen (16) minutes West eighty and thirty-seven hundredths (80.37) feet to a point from which the Northwest corner of said Section five (5) bears North sixty-three (63) degrees forty-two (42) minutes forty (40) seconds West two thousand three hundred ninety-two and fifty-hundredths (2392.50) feet; thence North seventy-three (73) degrees thirty-nine (39) minutes East two hundred seventy-two and sixty-eight hundredths (272.68) feet to the point of beginning; said tract of land containing one hundred sixty-four thousandths (0.164) of an acre, more or less;

TRACT 2: Beginning at a point on the Westerly right of way line of the San Elizario Lateral and from which point the Northwest corner of said Section five (5) bears North sixty-seven (67) degrees eleven (11) minutes West two thousand six hundred twenty-nine and three-tenths (2629.3) feet; thence South seventy-four (74) degrees forty-eight (48) minutes West one hundred eighty-nine and three-tenths (189.3) feet; thence North eighty-four (84) degrees sixteen (16) minutes West fifteen and nine-tenths (15.9) feet to a point from which the Northwest corner of said Section five (5) bears North sixty-two (62) degrees fifty-five (55) minutes West four thousand two hundred nine and five-tenths (4209.5) feet; thence South seventy-three (73) degrees thirty-five (35) minutes East two hundred two and six-tenths (202.6) feet; thence South twenty-four (24) degrees forty (40) minutes East ten and one-tenth (10.1) feet to the point of beginning; said tract of land containing thirty-six thousandths (0.036) of an acre, more or less.

3. The Vendor, on behalf of ~~himself, his~~ ^{themselves, their} heirs and assigns, releases, acquits, and discharges the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcels of land and from the construction, operation and maintenance thereon of works pertaining to the Bureau of Reclamation.

4. In consideration whereof, the United States agrees to pay the Vendor the sum of Thirty and no/100 (\$30.00)

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 herein stated.

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 El Paso Valley Water Users' Association.

6. The Vendor will furnish, before payment, satisfactory evidence that ~~he is~~ ^{they are} the owner of said improvements, and the land on which the same are situated, and that the same are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which ~~she~~ ^{they} may have in ~~her~~ ^{their} 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 Bureau of Reclamation, 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 Bureau of Reclamation are necessary to show good title, unincumbered, in the Vendor to the property purchased.

8. Liens or incumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence of any lien or incumbrance over this agreement, nor as an assumption of the same by the United States.

9. The United States agrees to permit the Vendor to retain possession of the strips or parcels of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after date hereof, unless prior thereto it becomes necessary to occupy said strips of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified they will immediately yield and deliver up the possession of said strips of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

10

Vendor

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.~~

1897. For and in consideration of the faithful performance of this contract, the Contractor shall be paid
in the execution of the contract the sum of the balance which he shall be entitled to in the amount of the
effect of
re-estimated in a separate contract; it shall be provided to the effect of Article 11, Section 11, of the
Contract. If the contractor has not at the expiration of the term of the contract, such contractor of any other
of contracts made part of the contract, that the contractor shall be entitled to be paid the amount of the
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~~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.~~

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.

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. H. Lawson
Project Manager, U. S. R. S.

Selsa de Paniague
Adiadata Paniague
Vendor Contractor.

* By _____

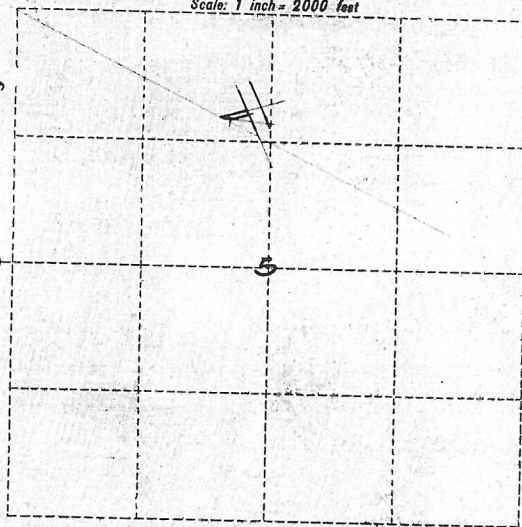
P. O. Address San Elizario, Texas.

† Approved:

(Date) _____, 19____

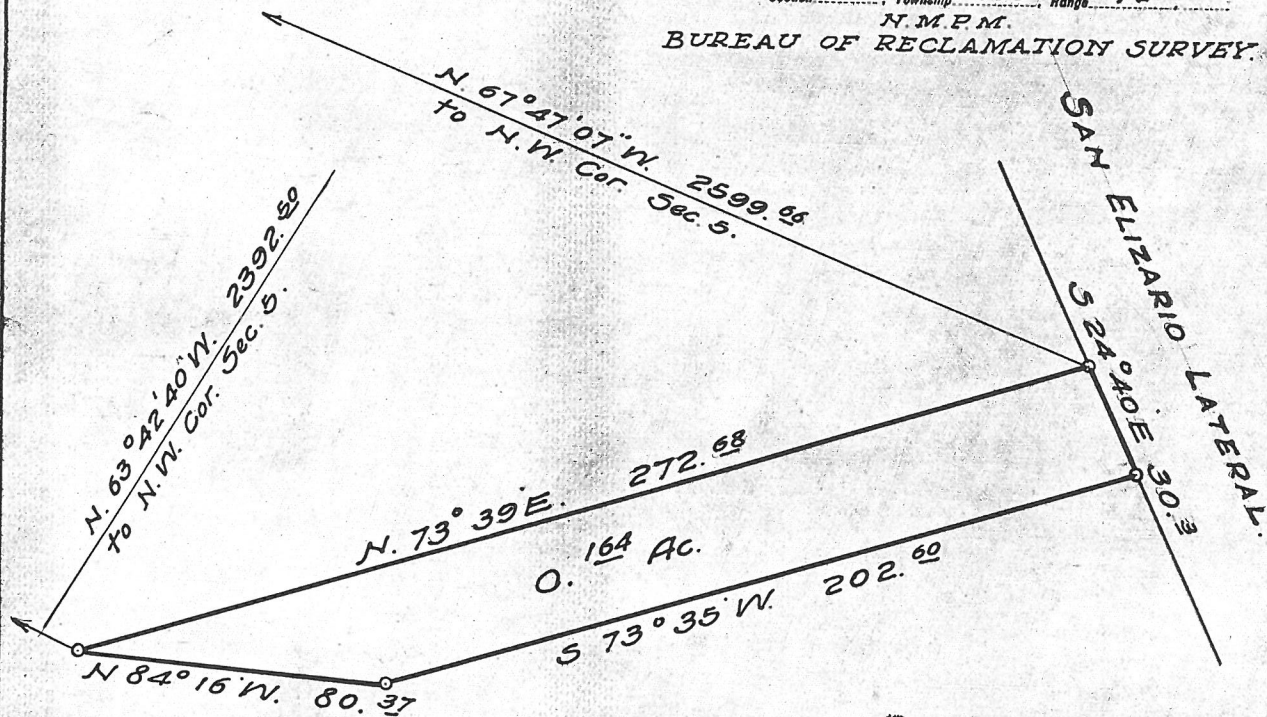
* See pars. 6 and 7, Instructions, over.
† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

Scale: 1 inch = 2000 feet



Location Plat
Section 5 Township 33S Range 7E
N.M.P.M.

BUREAU OF RECLAMATION SURVEY.



Selsa de Paniague.

Tract 1,

Purchase of Imp's
Stock Sub E.P.V.W.U. ASSOC
Contract 3/3/24

Scale 1" = 50'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT - NEW MEXICO - TEXAS

SAN ELIZARIO WASTE WAY

RIGHT OF WAY

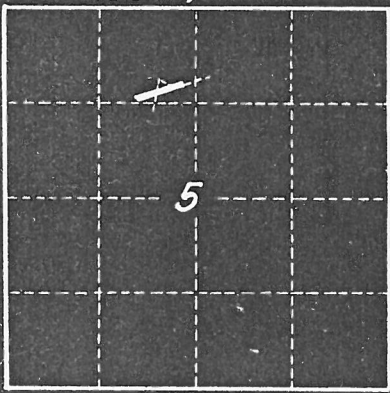
FIELD WORK: CHECKED:

DRAWN: *Crittenden*, APPROVED:

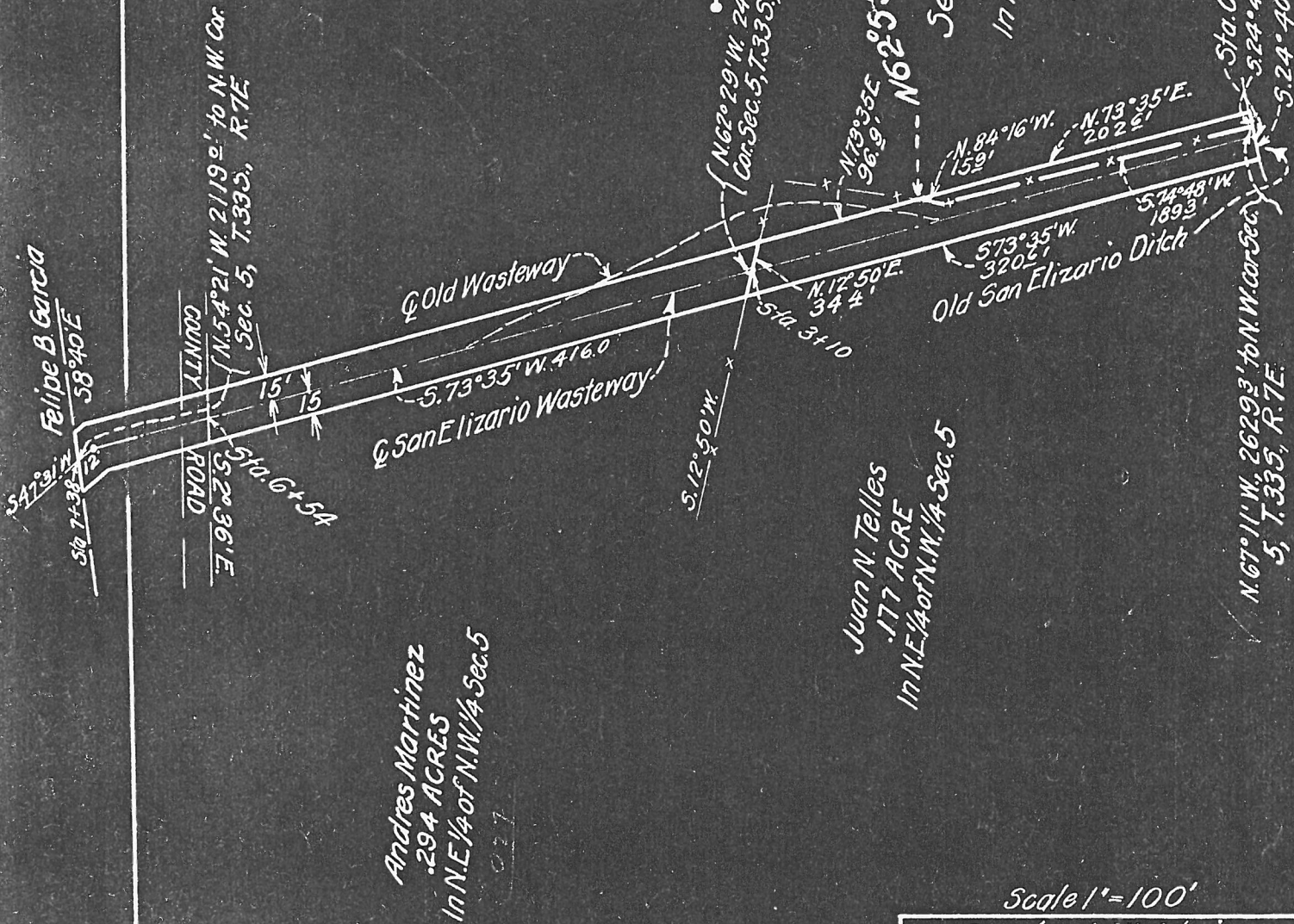
1376-L-62 EL PASO, TEXAS 3/8/24.

U. S. R. S. Survey in San Elizario Grant
El Paso County, Texas

T.33 S., R.7 E.



Location Plat



Department of the Interior
United States Reclamation Service
RIO GRANDE PROJ. N. M. TEX.
San Elizario Wasteway
RIGHT OF WAY

Drawn G.A.T. Recommended
Checked R.B.D. Approved

1376-L-62 | El Paso, Tex. Jun/18

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

6-2302

Rio Grande Project

El Paso, Texas, March 4, 1924.

(Place)

(Date)

Project Manager to District Counsel

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated March 3, 1924

With Selsa de Paniague and Adiladato Paniague, her husband,

Estimated amount involved, \$ 30.00

Authority No. 4-226-R3

Accompanied by bond and copies of the contract

The office of Clearing Acct.

(Insert "Yes" or "No" bond) No bond

Purpose: Purchase of improvements on two tracts of land, aggregating 0.2 of an acre of land granted for canal purposes by stock-subscription contract with water users' association. Land required for San Elizario Wasteway. Amount of \$30.00 is for three peach trees at \$10.00 each.

INSTRUCTIONS

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:

- Original and 4 copies contract
- " " 2 " certificate of recommendation
- " " 2 " possessory certificate
- " " 2 " f.l.t.
- " " 2 " certificate as to title
- 3 blueprints

L. M. Lawson
Project Manager
(Signature)

El Paso, Texas, March 4, 1924.

(Place)

(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by Joseph N. Beardslee

on March 4, 1924.

District Counsel,

Inclosures as follows returned to Project Manager:

(Same as above)

6-5365

CERTIFICATE AS TO TITLE

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

Two tracts of land containing a total of 0.2 of an acre, more or less, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, Township 33 South, Range 7 East, N.M.P.M., Bureau of Reclamation survey, El Paso County, Texas, and more particularly described in agreement with Selsa de Paniague and Adiadato Paniague, her husband, dated March 3, 1924;

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors, who are the reputed owners, are the actual owners, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land.

J. H. Hamilton
Clerk.

El Paso, Texas, March 4, 1924.

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated March 3, 1924, with Selsa de Paniague and Adiadato Paniague, her husband, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the San Elizario Wasteway, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$30.00, 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, March 4, 1924.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, Bureau of Reclamation, hereby certify that I have personally examined the land sought to be acquired by the United States from Selsa de Paniague and Adiadato Paniague, her husband, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, Township 33 South, Range 7 East, N.M.P.M., Bureau of Reclamation survey, El Paso County, Texas, for the Rio Grande Project, and that the said proposed Vendors were in actual, sole and exclusive possession of the land, claiming to be the owners thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

Geo. W. Hoadley
Assistant Engineer.

El Paso, Texas, March 4, 1924.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, made March 5, nineteen hundred and twenty-four, in pursuance of the act of June 17, 1902 (32 Stat., 388), and

acts amendatory thereof and 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 Selma de Paniagua and Adisdate Paniagua, her husband,

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

WITNESSETH: The parties covenant and agree that—

~~1. 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 incumbrance, 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:

Two tracts of land situated approximately one-half (1/2) mile West of San Elizario, Texas, in the Northeast quarter of the Northwest quarter (NE 1/4 NW 1/4) of Section five (5), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey; being also in the San Elizario Grant and more particularly described as follows:

TRACT 1: Beginning at a point on the Westerly right of way line of the San Elizario Lateral and from which point the Northwest corner of said Section five (5) bears North sixty-seven (67) degrees forty-seven (47) minutes seven (07) seconds West two thousand five hundred ninety-nine and sixty-six hundredths (2599.66) feet; thence along said Westerly right of way line of the San Elizario Lateral South twenty-four (24) degrees forty (40) minutes East thirty and three-tenths (30.3) feet; thence South seventy-three

Corrected as to Engineering Data
Date

Corrected as to Engineering Data
Date

(73) degrees thirty-five (35) minutes West two hundred two and sixty-hundredths (202.60) feet; thence North eighty-four (84) degrees sixteen (16) minutes West eighty and thirty-seven hundredths (80.37) feet to a point from which the Northwest corner of said Section five (5) bears North sixty-three (63) degrees forty-two (42) minutes forty (40) seconds West two thousand three hundred ninety-two and fifty-hundredths (2392.50) feet; thence North seventy-three (73) degrees thirty-nine (39) minutes East two hundred seventy-two and sixty-eight hundredths (272.68) feet to the point of beginning; said tract of land containing one hundred sixty-four thousandths (0.164) of an acre, more or less;

TRACT 2: Beginning at a point on the Westerly right of way line of the San Elizario Lateral and from which point the Northwest corner of said Section five (5) bears North sixty-seven (67) degrees eleven (11) minutes West two thousand six hundred twenty-nine and three-tenths (2629.3) feet; thence South seventy-four (74) degrees forty-eight (48) minutes West one hundred eighty-nine and three-tenths (189.3) feet; thence North eighty-four (84) degrees sixteen (16) minutes West fifteen and nine-tenths (15.9) feet to a point from which the Northwest corner of said Section five (5) bears North sixty-two (62) degrees fifty-five (55) minutes West four thousand two hundred nine and five-tenths (4209.5) feet; thence South seventy-three (73) degrees thirty-five (35) minutes East two hundred two and six-tenths (202.6) feet; thence South twenty-four (24) degrees forty (40) minutes East ten and one-tenth (10.1) feet to the point of beginning; said tract of land containing thirty-six thousandths (0.036) of an acre, more or less.

3. The Vendor, on behalf of ~~themselves, their~~ ^{themselves, their} heirs and assigns, releases, acquits, and discharges the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcels of land and from the construction, operation and maintenance thereon of works pertaining to the Bureau of Reclamation.

4. In consideration whereof, the United States agrees to pay the Vendor the sum of Thirty and no/100 (\$30.00)

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 herein stated.

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 El Paso Valley Water Users' Association.

6. The Vendor will furnish, before payment, satisfactory evidence that ~~they are~~ ^{they are} the owners of said improvements, and the land on which the same are situated, and that the same are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which ~~she~~ ^{they} may have in ~~her~~ ^{their} 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 Bureau of Reclamation, 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 Bureau of Reclamation are necessary to show good title, unincumbered, in the Vendor to the property purchased.

8. Liens or incumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence of any lien or incumbrance over this agreement, nor as an assumption of the same by the United States.

9. The United States agrees to permit the Vendor to retain possession of the strips or parcels of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after date hereof, unless prior thereto it becomes necessary to occupy said strips of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified they will immediately yield and deliver up the possession of said strips of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

Vendor
10. 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 **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.~~

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

~~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.~~

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.

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. H. Lawson
Project Manager, U. S. R. S.

Selsa de Paniague
Adiadato Paniague
Vendor

* By _____

P. O. Address San Elizario, 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 _____, 19____ My commission expires _____

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

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.

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 _____

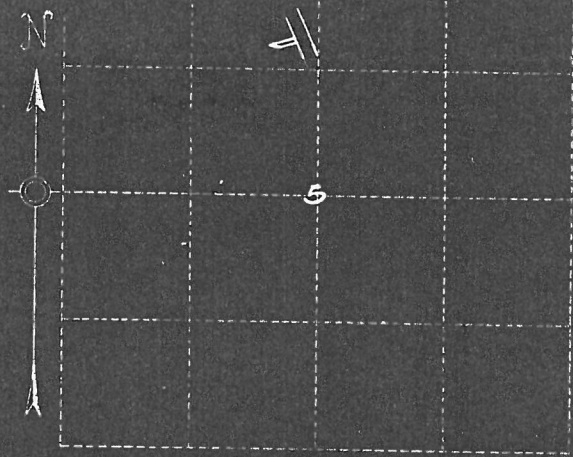
[OFFICIAL SEAL] this _____ day of _____ A. D. 19____ My commission expires _____

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

INSTRUCTIONS

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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.

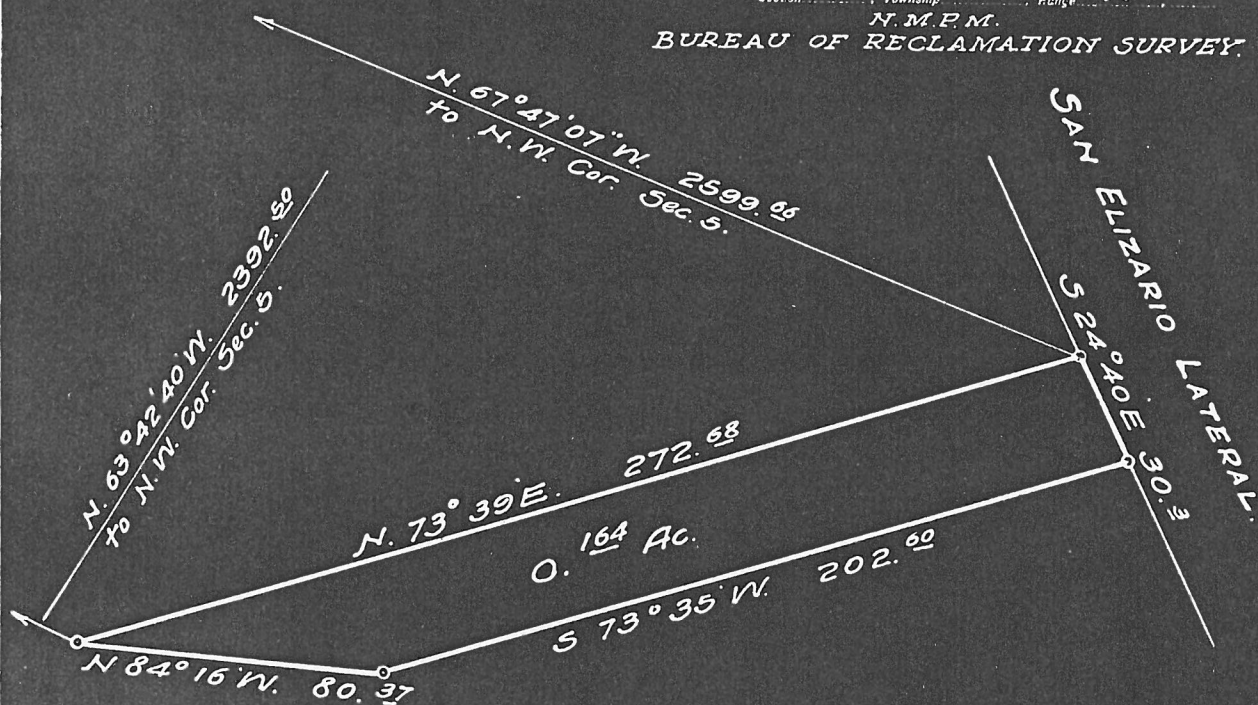
Scale: 1 inch = 2000 feet



Location Plat
Section 5 Township 33S Range 7E

N.M.P.M.

BUREAU OF RECLAMATION SURVEY



Selsa de Paniague.
Tract 1.

Scale 1" = 50'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT - NEW MEXICO - TEXAS

SAN ELIZARIO WASTE WAY.

RIGHT OF WAY

FIELD WORK: CHECKED:

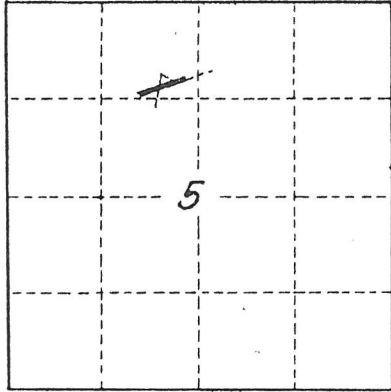
DRAWN: *Crittenden*, APPROVED:

1376-L-62 EL PASO, TEXAS

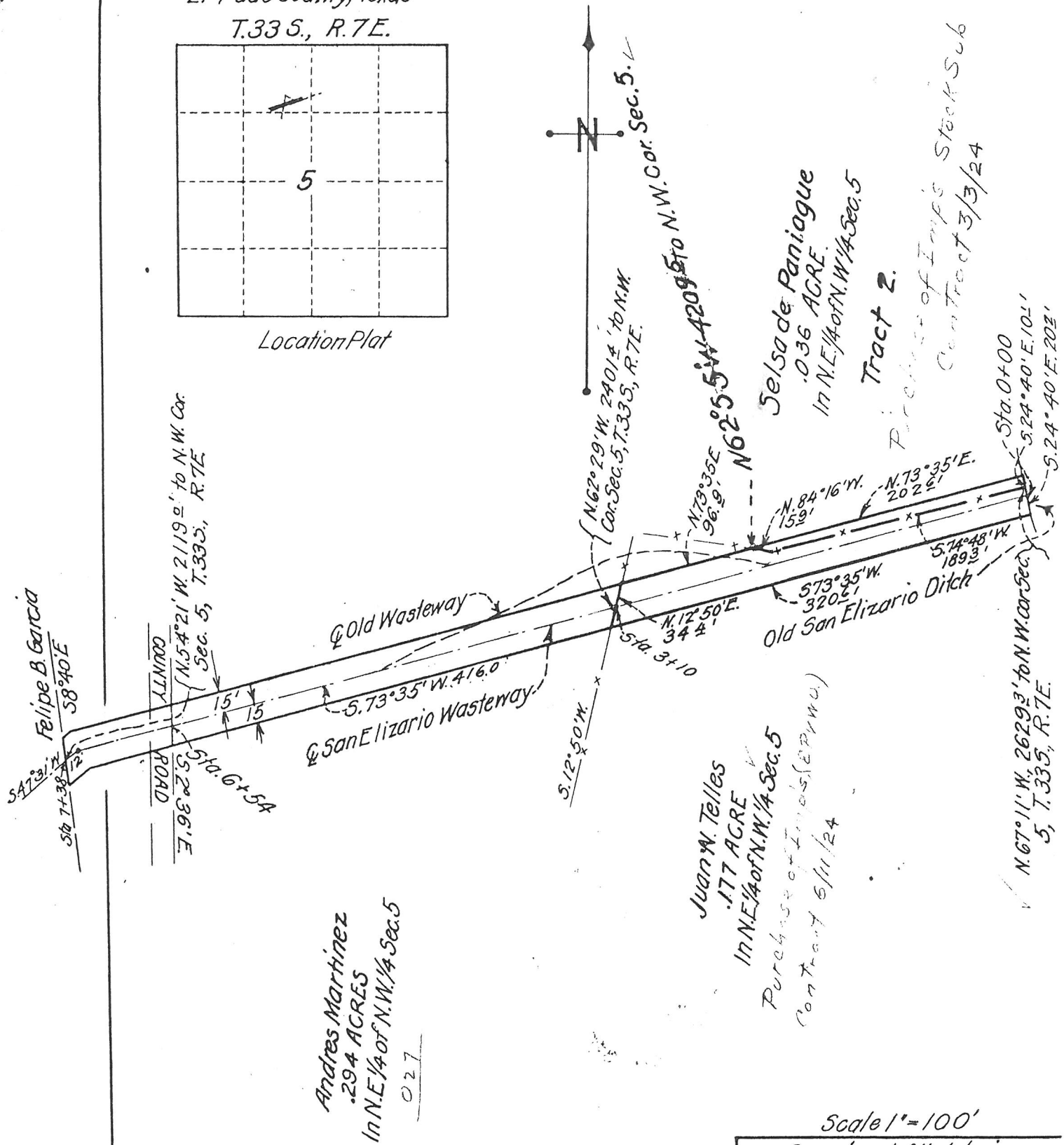
3/8/24

U. S. R. S. Survey in San Elizario Grant
El Paso County, Texas

T. 33 S., R. 7 E.



Location Plat



Andres Martinez
.294 ACRES
In N.E. 1/4 of N.W. 1/4 Sec. 5
027

Juan N. Telles
.177 ACRES
In N.E. 1/4 of N.W. 1/4 Sec. 5
Purchase of Imps. Stock Sub
Contract 6/11/24

Jelsa de Paniague
.036 ACRES
In N.E. 1/4 of N.W. 1/4 Sec. 5
Tract 2.
Purchase of Imps. Stock Sub
Contract 3/3/24

Scale 1" = 100'

Department of the Interior United States Reclamation Service RIO GRANDE PROJ. N. M. TEX. San Elizario Wasteway RIGHT OF WAY		
Drawn G.A.T. Recommended Checked R.B.D. Approved		
1376-L-62	El Paso, Tex. Jun/18	