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Form 7-523
Form approved by the Secretary of the Interior
September 13, 1915
(Reprint July 1919)

CONTRACT (Disbursement)

DEPARTMENT OF THE INTERIOR

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and the property of the state o	in pursuance o	of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof and sup-	plementary thereto, bet	of the act of June 17, 1902 (32 Stat., 388), and etween THE UNITED STATES OF AMERICA
agreed to nay, to and third norsel	n, in consideration of suc	ich procurement, er in compensation for services
United States Reclamation Service	General Stepherson of the same	ment and the projection have so as a componition of the source of the componition of the
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anderská skal a problemská s Store tok skártek skalenská	A PEROTO DIOSTO	\$\$©*
S. For and in contited States, as here contained, the Vendor over to the United States, and any state of the United States, fonces, and chrubbery and any kind or nature, upon, piece or parcel of in the States of San Elisa Sorthwest quarter (SE three (SS) South, Rangieridan, Eureau of Reliance (SS) George (ST)	pasidoration of sinafter provide does hereby solution free and olives seed of the family and all other attached to or attached in a degarabed as finad situated in a degarabed as finad situated in a section for section of Section 50 section of Section 19	rs, administrators, successors, and assigns.

Elisaria Lateral South twenty-four (24) degrees forty (40) mis East thirty and three-teaths (50.5) feet; thence South seventy

(75) degrees thirty-five (35) minutes Test two hundred two and sixty-hundredths (202.60) feet; thence North eighty-four (84) degrees sixteen (16) minutes Test 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 of said Section five (5) bears North sixty-three (63) degrees forty-two (42) minutes forty (40) seconds Test two thousand three forty-two (42) minutes forty (40) seconds Test two thousand three hundred ninety-two and fifty-hundredths (2392.50) feet; thence North seventy-three (73) degrees thirty-nine (39) minutes Mast two hundred seventy-two and sixty-eight hundredths (272.68) feet to 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 North-West 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) nine and three-tenths (2629.3) feet; thence South seventy-four (74) nine and three-tenths (189.3) feet; thence Horth eighty-four (84) degrees throe-tenths (189.3) feet; thence Horth eighty-four (84) degrees throe-tenths (189.3) feet; thence Horth eighty-four (85) feet to a sixteen (16) minutes West fifteen and nine-tenths (15.9) feet to a sixteen (16) minutes West fifty-five (85) minutes West four North eixty-two (62) degrees fifty-five (85) minutes West four thousand two hundred nine and five-tenths (4209.8) feet; thence East two South seventy-three (73) degrees thirty-five (35) minutes East two hundred two and six-tenths (202.6) feet; thence South twenty-four hundred two and six-tenths (202.6) feet; thence Fouth twenty-four (24) degrees forty (40) minutes East ten and one-tenth (10.1) feet (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 (0.056) of an acre, more or less.

- themselves their 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 Enreau 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 spid 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-aubscription contract with El Paso Valley Water Users' Association.
- evidence that xxxxxxxx the owner sof said improvements, and the land on which the same are situated, and that the same are free from any lion or incumbrance, and for this purpose will submit any abstract or title papers which xxxx may have in the possession, for examination; but the United States will at its own expense and for its



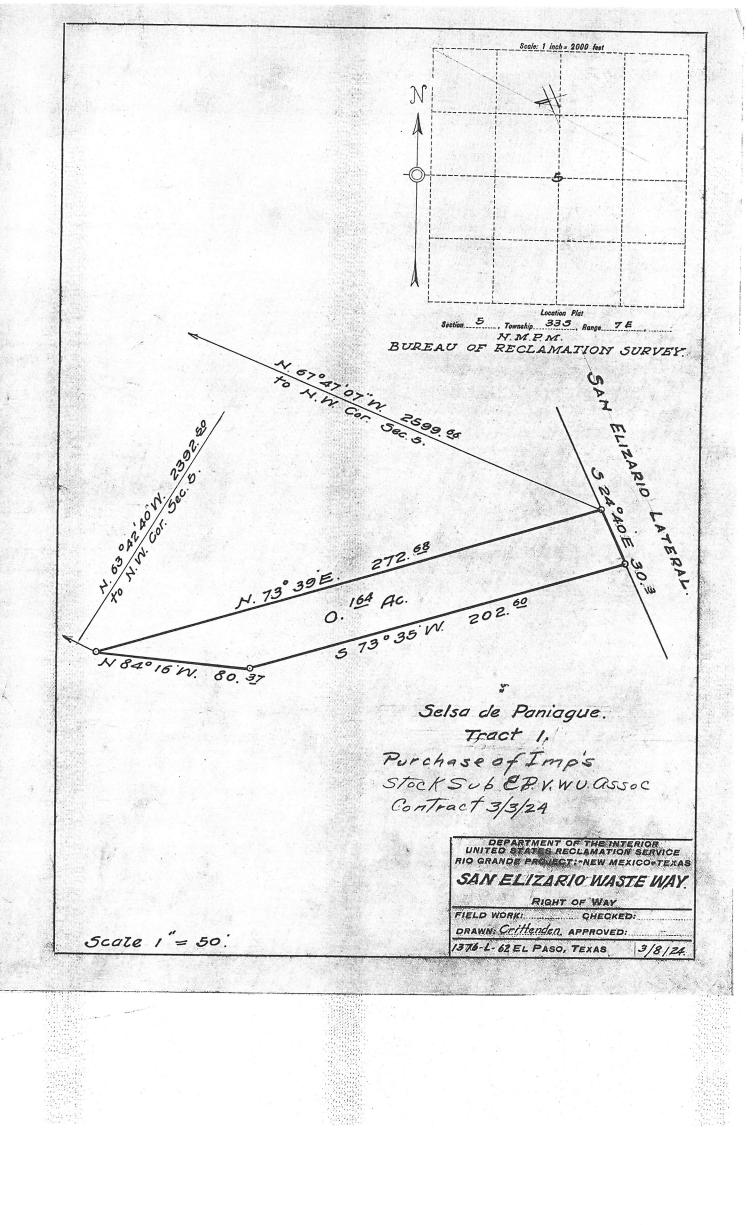
own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

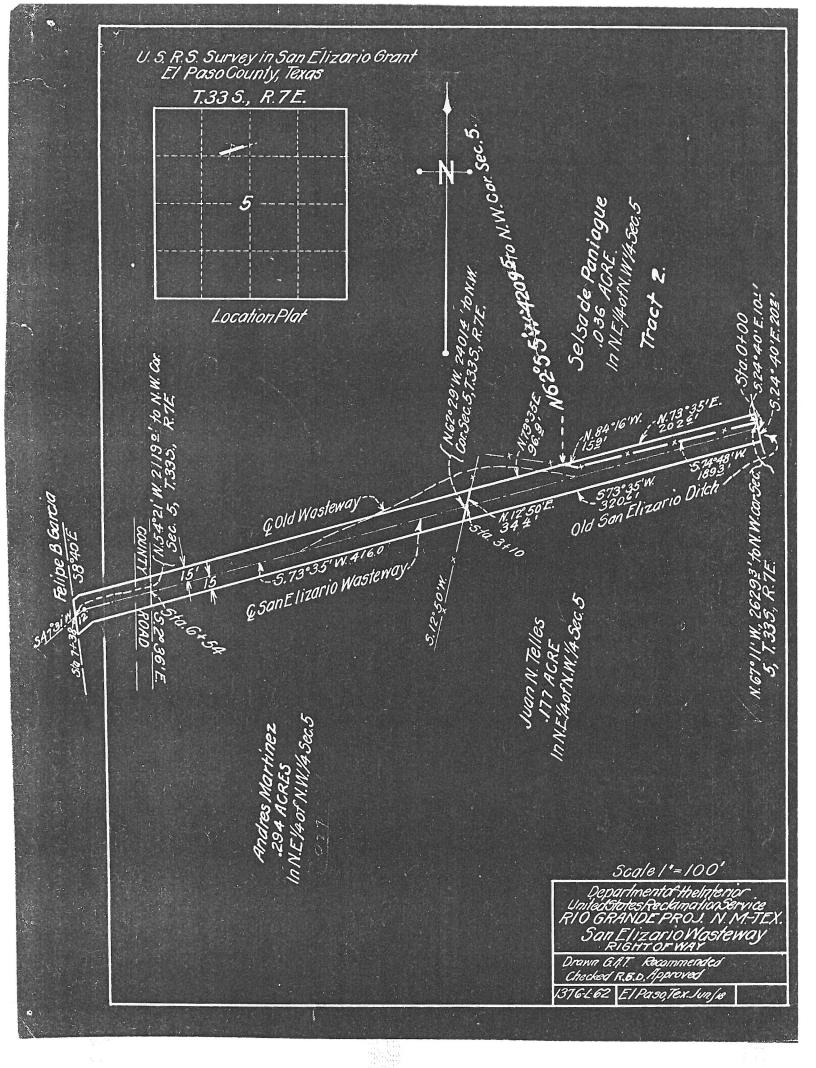
- 7. The Vendor, upon request by the proper officials of the Eureau of Reclamation, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Eureau of Reclamation are necessary to show good title, unincumbered, in the Vendor to the property purchased.
- 8. Liens or insumbrances 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 insumbrance over this agreement, nor as an assumption of thesame 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.

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.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by r	
* See pars. 6 and 7, Instructions, over! DISIMLEBECLEDINESS.	Street State
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THE UNITED STATES OF AMERIC	
In witness whereof the parties have hereto signed their names the day and year first above	written
No interest in this agreement shall be transferred by the contractor to any other per any such transfer shall cause annulment of the contract so far as the United States is concerights of action, however, for breach of this contract are reserved to the United States, as prosection 3737, Revised Statutes of the United States. List further stipulated and agreed that in the performance of this contract no persons employed who are undergoing sentences of imprisonment at hard labor which have been impressed, the several State or Territories or municipalities having criminal jurisdiction. No Member of or Delegate to Congress, or Resident Commissioner, after his election or ment or either before or after he has qualified and during his continuance in office, and no office or employee of the Government, shall be admitted to any share or part of this contract or agor to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to any incorporated company, where such contract or agreement is made for the general benefit incorporation or company, as provided in section 116 of the act of Congress approved March 4, Stat. L., 1109).	s shall be posed by appoint- er, agent, reement, to extend
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effective. 9. In the execution of this contract the names of the parties should be signed in tak in the usual manner and as wif	





Form 7-528tf Reprint of Aug., 1922 10M.

DEPARTMENT OF THE INTERIOR

6. The office in which the ONILED SLYLERICESIC SECTION SEKAICE ovided.

in advance, giving dates, stating whether a telegram or letter, and from and to whom

5. Reference should be made to previous correspondence of importance, especially if form of contract was approved RiotiGrandetted wProjecturact El Paso, Texas, March 4, 1924.

special matter or information relative to the contract too long to write on this form should be set out in a statement or redifferd extraction that the contract Ltolech Whuskell gogidiathichideornasella" (see paragraph 61, page 219, Volume 1 of Manual). Any other (mast/like, ibi., noi, pour) unusel approve Moe poug as to form, execution, and legal sufficiency, he will indorse such upon manager, the contract of the contract. The origodical chest, indeed, and to the project manager, who will handle the contract as provided in paragraph 5 of C. L. 969, as amended by C. L. 980, at with every contract submitted involving an expenditure the authority number (Form 7-631) of clearing account to which charges will be about an expenditure the authority number (Form 7-631) of clearing account to which charges will be about a probable to the space provided on this form letter (see paragraph 41, page 214a, Volume 1 of Manual). The amount of probable typed the contract and the space of the contract and the contract and the space of the space of the contract and the contract and the space of the contract and the contract and the contract and the space of the contract and the contract and the space of the contract and the contract and

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Advise Project Manager at

El Lazo, Lexas INSTRUCTIONS.

(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 77 certificate of recommendation 2 possessory certificate 17 77 2 f.l.t. certificate as to title 2 3 blueprints

L. M. Lawson.

Project Manager

El Paso, Texas, March 4,

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

March 4, 1924.

District Counsel,

Inclosures as follows returned to Project Manager:

(Same as above)

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 MEiNWi 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 Clork.

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 NETNWT 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. Hondley
Assistant Engineer.

El Paso, Texas, March 4, 1924.

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Adiadato Faniague, her husband,
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Tondor, a first transfer of any agent of the first transfer of
hereinafter styled Contractor, 1866-2002 heirs, executors, administrators, successors, and assigns.

Witnesseth: The parties covenant and agree that or and 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 lies 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 Pass, State of Texas, particularly described as follows, to will recorded to family described as follows, to will record the family described as follows, to will record the family of Section five (5). Township thirty-three (35) South, Bangs seven (?) East, New Mexico Principal Heridian, Bureau of Reclamation survey; being also in the San Flizario Grant and more particularly described as follows.

TRACT 1: Beginning at a point on the Westerly right of the San Flizario Lateral and from which point the Berthwest corner of said Section five (5) bears forth sixty-seven

Northwest corner of said Section five (6) beers North Sixty-Seven (67) degrees forty-seven (47) minutes seven (07) seconds West two thousand rive hundred ninety-nine and Sixty-Six hundred the (2599.66) feet; thence along said Westerly right of way line of the San Hisaris Lateral South twenty-four (24) degrees forty (40) minutes East thirty and three-tenths (30,8) 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 minety-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.

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- 3. The Vender, on behalf of thereexist their and assigns, releases, acquite, 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 Eureau of Reclamation.
- 4. In consideration whereof, the United States agrees to pay the Vendor the sum of _____ Thirty and no/100 (\$30:00)

Pollars, 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 Vandor will furnish, before payment, satisfactory evidence that knews 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 know may have in knew possession, for examination; but the United States will at its own expense and for its



own use produce 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 Eureau 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 thesame by the United States.
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The contract of 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 representative employed by the context 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 e	consideration of the faithful performance of this contra	ect, the Contractor shall be paid
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* See pars, 6 and 7. Inst.	tructions, over 27011 01 DISMALER SALEDWESS act is not required when executed by the Chief of Construction, e	$ \begin{array}{c} \text{xcept in cases covered by regulations} \\ \text{66024} \end{array} $
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	THE UNITED STATES OF AMERICA,
IN WITHES WHEREOF the Parties have NELLS	ictions names the day and year first above written
complied with, and that all clauses such as patent, eight hour, an	natinstructions in paragraph 7, page 203 of Manual, have been fully dethers applicable to the contract and required by the regulations of the contract and required by the regulations of the contract and required by the regulations.
2. Every contract for construction or repair of a public w	ork is required by law to be supported by bond. (Pages 206-208, the contract, all dates plainly given and blanks carefully filled,
	West to the true cars that in a cars the cars that the cars the ca
4. Erasures and interimentions of other irregularities must	be explained over the signatures of the parties to this agreement. de before execution "is not sufficient; act no beterms sum in
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.	the beaupte as no the United 299 tes is concerned; of the Inited States, as provided by
partners, doing business under the firm name and style of	the names of all members of the firm being inserted.
firm."	nereof, who should also affix his title of "Partner" or "Member of
7. A contract with a corporation should describe the Contr	ritory) of" The signature should be in the
a corporation duly organized under the laws of the State (or Terfollowing form: " by" (giving official	ritory) of
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 be required in a subsequent contract if it bears a reference to effective.	state that fact. Such certificate of authority once filed will not the case in which it was furnished, with statement that it is still
9. In the execution of this contract the names of the parties body of the instrument.	should be signed in ink in the usual manner and as written in the

AFFIDAVIT OF DISINTERESTEDNESS

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COUNTY OF	88:	마음에서 발생하다 그는 그리고 있는데 하다는 것이 없어 가게 되었다면 하나 되었다면 하나	
I do solemnly swe	ear (or affirm) that the copy	y of contract hereto annexed is an exact copy of	8.
i yibbiolog; contract made by me,	personally, with	advantage to myself, or allowing any such benefit	
person or persons; and	o the saidthat the papers accompanyie in such case made and pro-	or to any oth ing include all those relating to the said contract, vided.	er as
		* B ^X , <i>U. S. R.</i>	S.
	Subscribed and swo	orn to before me at	
[OFFICIAL SEAL]	this day of		n-
erre andre (* 1905) Drugger (* 1905)	mission expires	Selez de Paniague	N.
		. J J J J J J	8,
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	idavit only on the copy for the Ret		i estile.
and the second second and the second		THE UNITED STATES OF AMERICA,	
IN WITNESS WHERI	sor the parties have here LST	med their names the day and year first above writte	PIT.
1. Before having contrac complied with, and that all c	t executed, field officials must see th lauses such as patent, eight hour, an	at instructions in paragraph 7, page 203 of Manual, have been fu d others applicable to the contract and required by the regulation	lly
Manual.)	instruction or repair of a public wo	or waterment is made tor the acress pencif of an ork is required by law to be supported by bond. (Pages 206-2)	083
 The post-office address and all particulars and condi 	ss of the contractor must appear in tions stated as fully and as clearly a	the contract, all dates plainly given and blanks carefully fill as practicable.	ed,
A general statement that f'er	rasures and interlineations were ma	be explained over the signatures of the parties to this agreeme	DO
5. Only one copy of a c	ontract should be executed; unless	the Contractor requests an executed copy for his files, in whi	ich_{\neg}
6. A contract with a firm	n should-describe the Contractor in	the preamble as " 1100 fulled and tea 12 contented	mi
The contract should be signe	ed in the firm name by a member th	"the names of all members of the firm being insert nereof, who should also affix his title of "Partner" or "Member	rof
a corporation duly organized	under the laws of the State (or Ter.	actor in the preamble as: "" The signature should be in the designation, and the corporate seal should be affixed.	the
8. A certificate under se contract. If the corporation be required in a subsequent	eal of the company that the officer as a has no seal, the certificate should contract if it bears a reference to	signing the contract is authorized to do so should accompany to state that fact. Such certificate of authority once filed will at the case in which it was furnished, with statement that it is stated to the case in which it was furnished.	the not till
9. In the execution of th	is contract the names of the parties	should be signed in ink in the usual manner and as written in t	the

