

PEDREGON, CATARINO, et. ux., Maria C. QUITCLAIM DEED ASCARATE WASTENAY

0023-0072-0005-00

5-(5) Texas

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 191., at

o'clock and minutes M.

Clerk.

By Deputy.

El Paso—El Paso

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

Before me, _____ in and for
El Paso County, Texas, on this day personally appeared _____

known to me to be the person whose name _____ 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 _____ day of _____, A. D. 19____

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

Before me, _____ in and for
El Paso County, Texas on this day personally appeared _____ wife of

_____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A. D. 19____

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

I, _____ Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the _____ day of _____, A. D. 19____ with its certificate of authentication, was filed for record in my office this _____ day of _____, A. D. 19____, at _____ o'clock _____ M. and duly recorded the _____ day of _____, A. D. 19____, at _____ o'clock _____ M. in the records of said County, in Volume _____ on Pages _____

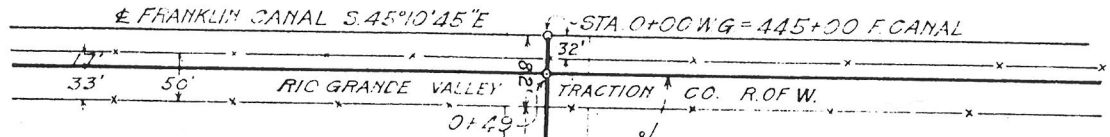
Witness my hand and the seal of the County Court of said County, at office El Paso Texas, the day and year last above written.

Clerk County Court, El Paso County, Texas.

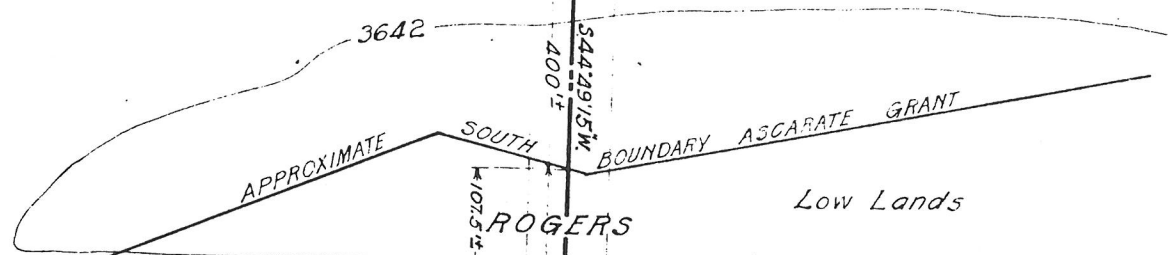
By _____, Deputy.

GALVESTON HARRISBURG & SAN ANTONIO RR.

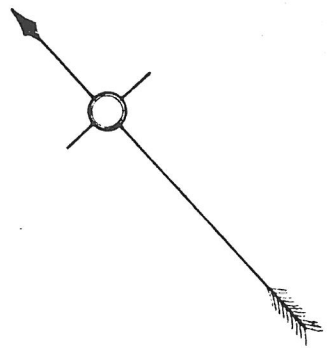
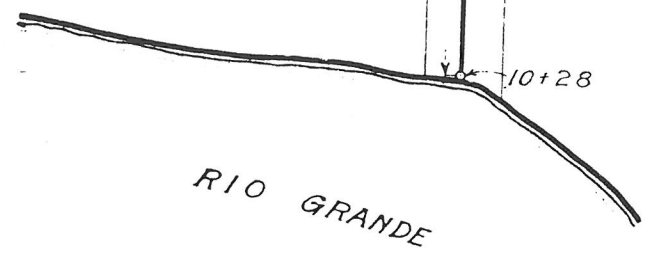
Alfalfa Sta.



Houses
 ASGARATE
 DAVIS



PEDREGON



U.S.R.S.
 RIO GRANDE PROJECT N.M.-TEXAS
 CANAL SURVEYS
 ELPASO VALLEY
 RIGHT OF WAY MAP
 ASGARATE WASTE WAY
 SCALE 1"=200' NOV. 1914

E.521-L-47
 5

GALVESTON HARRISBURG & SAN ANTONIO R.R.

Alfalfa Sta.

± FRANKLIN CANAL S.45°10'45"E

STA. 0+00 W.G. = 445+00 F. CANAL



Houses

ASCARATE

3642

APPROXIMATE SOUTH BOUNDARY

ASCARATE GRANT

Low Lands

ROGERS

To 5 Mile Bridge 4600 ± 30'

STA. 6+14.5

COUNTY ROAD

3642

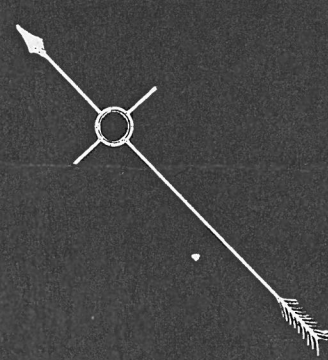
89°40'

PEDREGON ?

10 ± 40'

10 ± 25'

RIO GRANDE



U.S.R.S.
 RIO GRANDE PROJECT N.M.-TEXAS
 CANAL SURVEYS
 ELPASO VALLEY
 RIGHT OF WAY MAP
 ASCARATE WASTE WAY
 SCALE 1"=200' NOV. 1914

14a

El Paso, Texas, March 8, 1915.

Mr. Catarino Pedregon,
R. F. D., County Road,
El Paso, Texas.

My Dear Mr. Pedregon:

This is to inform you that agreement with you and your wife dated December 21, 1914, for transfer to the United States of certain land for right of way for the Ascarate Wasteway, Rio Grande Project, was approved by Mr. Will R. King, as Acting Comptroller, United States Reclamation Service, under date of February 12, 1915.

Pursuant to article 2 of this agreement there is enclosed a quit claim deed which it is kindly requested you have signed and acknowledged and then returned to this office.

I would thank you for early attention to this matter in order that the transaction may be consummated.

Very truly yours,

D. H. Sibbett
District Counsel.

enc - 1

RIO GRANDE PROJECT

El Paso, Texas, March 6 1915.

I, D. H. Sibbett, District Counsel

U.S. Reclamation Service, certify that I have personally examined the land and property to be acquired by the United States from Catarino Pedregon and wife in Escarate Grant, County of El Paso, Texas, for the Rio Grande Project, and that

said proposed Grantor was in actual, sole and exclusive possession of the land and improvements proposed to be conveyed, holding same under duly recorded deed, claiming to be the owner, and no person claiming a right in such land or improvements adverse to the grantor is in possession of any part of the same.

I further certify that I have examined the records of the County Recorder, County of El Paso, State of Texas and that there are no liens, mortgages, judgments or other encumbrances filed or recorded in said office against the land or improvements covered by agreement with the United States dated Dec 21st 1914.

D. H. Sibbett
District Counsel.

State of Texas,)
County of El Paso.) ss.

I, WILL I. WATSON

Collector of taxes within and for the County and State aforesaid
do hereby certify that according to the official records there
are NO taxes DUE

~~assessed~~ and unpaid against the land or improvements thereon
of ~~Catarino Pedregon in the Ascarate Grant as assessed on tax~~
~~rolls~~ covered by agreement with the United States dated Dec. 21/14
_____ 191 .

WITNESS my official hand _____

this 4th day of March 1915.

Will I. Watson
Tax Collector
El Paso Co., Texas
By *A. H. Armstrong*
Deputy

14a

El Paso, Texas, Feb. 19, 1915.

Mr. C.O. Bennett,
County Clerk, Dona Ana Co.,
Las Cruces, N.M.

My dear Mr. Bennett:-

There are herewith transmitted for recording, the following named agreements for donation of certain rights of way and lands to the United States in connection with the Rio Grande Project, New Mexico-Texas:

(J.A. Rogers and wife, Dec. 21, 1914.
Catarine Pedregon and wife, Dec. 21, 1914.
San Miguel Community Ditch Co., Dec. 30, 1914.

It is requested that you have these agreements recorded as soon as practicable and return to this office.

Upon receipt of the bill for fees a voucher in payment will be promptly prepared.

Yours very truly,

District Counsel.

3 Enclosures.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, Jan. 2, 1915

Project Manager to the Director (~~through Supervising Engineer~~).

Subject: Forwarding contracts for approval.

The contract described below is forwarded herewith for approval:

Date **Dec. 21, 1914** Rio Grande project

Executed by **L. M. Lawson, Project Manager**

With **Catarino Pedregon and wife**

Accompanied by bond and one copy. [Insert "Yes" or "No bond."] **No bond**

Purpose: **Donation of right-of-way for Ascarate Wasteway- Rio Grande Project.**

Advise **Project Manager** at **El Paso, Texas.**

with copy to **-----** at **-----**

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ **Nominal** Authority No. **-----**

- 6/ Encls.: (Original Agreement,
- (Returns office copy,
- (Washington " "
- (Blue print.

L. M. Lawson.

*Certificate of P.M.
Report on Land Agreement.*

Washington, D. C. **FEB 12 1915** 191

Approved by *Acting Comptroller*

Date of approval **FEB 12 1915**

me as Acting Comptroller

Bond, if any (see above), approved by ~~same officer~~ on same date.

NOTE - Have notary insert date of the expiration of his commission, before recording

Willie King
Acting Comptroller

W.B. Glass
300-7 Land Bldg
7-281

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **December 21, 1914** 191 , with

Catarino Pedregon and wife, Maria C. Pedregon

for the purchase of land required for **Ascarate Wasteway,**

purposes, **Rio Grande** Project, **El Paso**

County, **Texas**

1. State description and approximate area of land to be conveyed.

.714 acres, more or less.

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

Land located within Ascarate grant, a Mexican grant duly confirmed and patented by the State of Texas.

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

Catarino Pedregon and wife, Maria C. Pedregon, El Paso, Texas.

El Paso County.

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

Owners in possession.

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

No.

6. State how much of the land is under cultivation, to what kinds of crops with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

Land not cultivated at present - all might be cultivated.

No improvements.

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

Not irrigated - all could be irrigated.

8. State the selling price of similar land in the vicinity.

From \$100 to \$300 per acre.

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

The above is a correct statement of the information procured.

Dated December 21

191 4

(Signature)

(Title)

In Charge of Negotiations.

Approved:

L. M. Larson.

Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 Edition, Pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, Pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States Attorney for the district. For form of possessory certificate see also Par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz., the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States Attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

SHEET NO. 5.

All that portion land obtained in a strip 80 feet wide, 40 feet on each side of the center line of the Ascarate Wasteway, leading from the Franklin Canal, of the El Paso Unit of the Rio Grande, New Mexico-Texas Project, said center^{line} being more particularly described as follows:

Beginning at a point on the center line of said wasteway from which Station 445-00 of the Franklin Canal bears N. 44°-49'-15"E., 639.5 feet, said point being the intersection of the said center line with the south boundary line of right of way, of the El Paso County Road running between the City of El Paso and the town of Ysleta, and running thence S. 44° 49' 15" W., 388.5 ft. to the shore line of Rio Grande, containing .714 acres more or less, all located in the County of El Paso, State of Texas.

We the parties hereto, hereby certify that this sheet was inserted with our assent prior to the execution of this agreement.

Catarino Pedregon

Maria C. Pedregon

J.M. Lawson

within 6 months from the date hereof, and shall terminate by limitation at the expiration of one year from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

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).

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

.....
of

Catarina Pedrego
Manua c Pedrego Vendor.

.....
of

THE UNITED STATES OF AMERICA.

.....
of

By *L.M. Lawson*
Project Manager
(Official title.)

.....
of

Approved this day of **FEB 12 1915**, 191

Will R. King *mc*
Acting Comptroller, U. S. *Department of Service*

STATE OF Texas
COUNTY OF El Paso } ss:

I, W. B. Wure, a Notary Public
in and for said county, in the State aforesaid, do hereby certify that Catarino Pedregon
and Maria C. Pedregon, his wife

who me personally known to me to be the person whose name are subscribed to
the foregoing instrument, appeared before me this day in person and acknowledged that they
signed, sealed, and delivered said instrument of writing as their free and voluntary act,
for the uses and purposes therein set forth.

I further certify that I did examine the said Maria C. Pedregon
separate and apart from her husband, and explained to her the contents of the foregoing instru-
ment, and upon that examination she declared that she did voluntarily sign, seal, and
acknowledge the same without any coercion or compulsion, and does not wish to retract the
same.

Given under my hand and official seal, this 21st day of December, 1914

[SEAL.]

W. B. Wure

Notary Public
AFFIDAVIT OF DISINTERESTEDNESS
(Sec. 3745, Rev. Stat.)
My Commission expires May 31, 1915

STATE OF _____ }
COUNTY OF _____ } ss:

I do solemnly swear (or affirm) that the copy of contract hereunto annexed is an exact copy of a contract executed
by me, personally, with _____
that I made the same fairly, without any benefit or advantage to myself or allowing any such benefit or advantage

CERTIFICATE OF RECORD.

THE STATE OF TEXAS, }
COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby
certify that the foregoing instrument of writing with its certificate _____ of authentication, was filed
for Record in my office, on the 21st day of April A. D., 1914, at 10:30
o'clock A. M., and duly recorded the 7th day of May A. D., 1914, at
3:55 o'clock P. M., in the Deed,

Records of said County, in Volume 271 on page 76

Witness my hand and the seal of the County Court of said County, at office
in El Paso, Texas, the day and year last above written.

E. B. McCLINTOCK,
Clerk of the County Court, El Paso County, Texas
By L. C. Bowles Deputy.

6988 INDEXED

7-27-1915

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.
FILED FOR RECORD

April 24th 1915

at 10:30 o'clock A.M.
E. B. MCCLINTOCK
County Clerk

By *[Signature]* Deputy
UNITED STATES

[Signature]
County of *[Signature]* ss:

I hereby certify that this instrument was
filed for record in my office at
o'clock *[Signature]*, 1915
and is duly recorded in Book
Page No. *[Signature]*

Fees, \$

By *[Signature]*
[Signature]
[Signature]

3/21/14
271/76
Dist. Comm. 11

INSTRUCTIONS.

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

*Catkins Design
March 21, 1915
A.S. [Signature]*

It is hereby certified that the land described in attached agreement dated December 21, 1914, with Catarino Pedregon and wife is necessary for purposes duly authorized by the provisions of the Reclamation Act, namely for the Ascarate Wasteway, Rio Grande project, New Mexico-Texas; that no compensation is to be made therefor, and it is respectfully recommended that the agreement be approved.

L. M. Lawson.

Project Manager.