

90

APODACA, EST. OF LA

LORENZO, ESTATE

QUITCLAIM DEED

665

FRANKLIN DRAIN no. 8

0023-0080

0057-00
LA-(57) TEXAS

500-13-13

RIO GRANDE

1919

190-

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

KNOW ALL MEN BY THESE PRESENTS: THAT

We, Narsisa A. Molina and G. A. Molina, her husband, and Leonor A. Apodaca and C. J. Apodaca, her husband,

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

to them in hand paid by The United States of America, pursuant to the Act of June 17, 1902 (32 Stat., 308) and acts amendatory thereof and supplemental thereto,

of the County of El Paso, State of Texas, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said

The United States of America, and its

assigns all our right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, State of Texas

described as follows, to-wit: A tract of land approximately 1 1/2 miles southeast of the town of Socorro, Texas, in the northwest quarter of the northwest quarter (NW 1/4 NW 1/4) of Section Twenty (20) and the northeast quarter of the northeast quarter (NE 1/4 NE 1/4) of Section Nineteen (19), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, and in the Socorro Grant, being more particularly described as follows: Beginning at the southeast corner of the tract of land herein described which is a point on property line between land of grantors herein and Geo. Buchanan, from which point the northwest corner of said Section 20 bears North 4° 23' West, one thousand two hundred thirteen and six tenths (1213.6) feet; thence North 80° 19' West, one hundred fifty and nine tenths (150.9) feet along said property line to point on curve the tangent of which bears North 28° 25' West; thence northwesterly to left of said tangent along a curve of one thousand three hundred eighty-two and seven tenths (1382.7) feet radius, two hundred ninety-one and three tenths (291.3) feet measured on 100 ft. chords; thence North 40° 15' West, fifty and seven tenths (50.7) feet to point on property line between land of grantors herein and G. G. Ellsworth "Socorro Grant" Survey No. 157; thence North 25° 02' East, nine (9.0) feet along said property line; thence North 36° 27' East, one hundred fourteen and nine tenths (114.9) feet along said property line; thence south 40° 15' East, eighty and eight tenths (80.8) feet; thence to right along curve of one thousand five hundred two and seven tenths (1502.7) feet radius, three hundred forty-one and eight tenths (341.8) feet measured on 100 ft. chords; thence south 27° 28' East, sixty-seven and two tenths (67.2) feet to point of beginning; said tract of land containing one and twelve hundredths (1.12) acres, more or less.

TO HAVE AND TO HOLD all our right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said The United States of America, and its

assigns forever.

WITNESS our hand & this the 23d day of July, A. D. 1919

Witnesses at Request of Grantor:

Narsisa A. Molina G. A. Molina
Leonor A. Apodaca, C. J. Apodaca

Correct as to Engineering Data A.C.D.

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE

ACKNOWLEDGMENTS

TO

Filed for record, this

day of 19, at

o'clock and minutes M.

Clerk.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me, Geo. W. Hoadley, a Notary Public in and for El Paso County, Texas, on this day personally appeared ~~Narcisca A. Molina and Leonor A. Apodaca~~ G. A. Molina and C. J. Apodaca

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 23d day of July, A. D. 1919

GEO W HOADLEY

Notary Public, El Paso County, Texas.

My com exp 6/1-21

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me, Geo. W. Hoadley, a Notary Public in and for El Paso County, Texas on this day personally appeared and separately Narcisca A. Molina, wife of G. A. Molina, and Leonor A. Apodaca, wife of C. J. Apodaca, are

known to me to be the persons whose names are subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Narcisca A. Molina and Leonor A. Apodaca each 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 reract it.

Given under my hand and seal of office, this 23d day of July, A. D. 1919

GEO W HOADLEY

Notary Public, El Paso County, Texas.

My com exp 6/1-21

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 333 on Pages 144

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.

CFH:T

El Paso, Texas,
June 17, 1919.

Mr. Martin Fresquez,

Belen, Texas.

Dear Sir:

We have received approval of the contract dated April 22, 1919, for purchase of land for Franklin Drain, \$85.00 being the amount to be paid.

Before proceeding further with this matter, we desire to secure the loan of the abstract of title, which in this case will relate to the land belonging to the estate of Lorenzo Apodaca. We are going to secure a title guaranty for this purchase, if possible, but the Title Guaranty Company demands the use of an abstract of title. If the same is supplied it will be returned to you in due time.

We desire to know what the condition of this estate is, that is, how far along towards settlement thru probate or otherwise it may be. If the chances are remote for having one of the parties to the estate secure undivided title to the land, or if there would be difficulty in the way of your executing a sufficient deed as administrator, it may be possible for us to arrange another kind of transaction with you whereby you can execute a donation deed and a contract in settlement of the improvements, which latter method will probably facilitate matters, and payment to you.

Kindly let us hear from you without delay. It will be impossible for us to go forward with the purchase until we do hear from you.

Yours very truly,

CFHarvey

Asst. District Counsel.

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

Witnesses :

.....
of.....
.....
of.....
.....
of.....

✓ Martin Fresquez
administrator

Vendor.

Sam Lawson
For and on behalf of the United States.

STATE OF Texas.
COUNTY OF El Paso } ss :

I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Martin Fresquez, Administrator

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

signed, sealed, and delivered said instrument of writing as and in the capacity stated free and voluntary act, for the uses and purposes therein set forth,

~~I further certify that I did examine the said~~

~~separate and apart from husband, and explained to the contents of the foregoing instrument, and upon that examination declared that did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.~~

Given under my hand and official seal, this 22nd day of April, 1919

[SEAL.] Geo. W. Hoadley
Notary Public.

My commission expires June 1st 1919.

Approved June 7, 1919
Morris Dien

Assistant to the Director

J.H.S.
4/13/19

341.8) feet measured on 100 ft. chords; thence South 27°28' East, sixty-seven and two tenths (67.2) feet to point of beginningl said tract of land containing one and twelve hundredths (1.12) acres, more or less.

The vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract, 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.

2. ~~In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: Provided, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of

Eighty five 00/100 (\$85 00/100)
dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until April 22, 1919

notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until April 22, 1919; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of twenty-four months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. 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., 1109).

Original

THIS AGREEMENT, made the twenty-second day of April nineteen hundred and nineteen, between Martin Fresquez, Administrator of the Estate of Lorenzo Apodaca and his wife, of El Paso

County, Texas, for himself, his heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

- - - L.M. LAWSON, Project Manager - - - United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land approximately $1\frac{1}{2}$ miles southeast of the town of Socorro, Texas, in the northwest quarter of the northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty (20) and the northeast quarter of the northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Nineteen (19), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, and in the Socorro Grant, being more particularly described as follows: Beginning at the southeast corner of the tract of land herein described which is a point on property line between land of vendor herein and Geo. Buchanan, from which point the northwest corner of said Section 20 bears North 4°23' West, one thousand two hundred thirteen and six tenths (1213.6) feet; thence North 80°19' West, one hundred fifty and nine tenths (150.9) feet along said property line to point on curve the tangent of which bears North 28°25' West; thence northwesterly to left of said tangent along a curve of one thousand three hundred eighty-two and sixty-nine hundredths (1382.69) feet radius, two hundred ninety-one and three tenths (291.3) feet measured on 100 ft. chords; thence North 40°15' West, fifty and seven tenths (50.7) feet to point on property line between land of vendor herein and G. Q. Ellsworth "Socorro Grant" Survey No. 157; thence North 25°02' East, nine (9.0) feet along said property line; thence North 36°27' East, one hundred fourteen and nine tenths (114.9) feet along said property line; thence South 40°15' East, eighty and eight tenths (80.8) feet; thence to right along curve of one thousand five hundred two and seven tenths (1502.7) feet radius, three hundred forty-one and eight tenths

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.
2. The project or other office where the contract originates will transmit **two copies** of this form in **excess** of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.
3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate accompanying the contract.
4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, *giving dates*, stating whether a telegram or letter, and from and to whom.
5. The office in which this contract originates should list all inclosures below. G-4523

(INSERTED IN DENVER OFFICE.)

The words "by the United States" should be inserted in the agency clause on page 2 of the contract, in line 4 from the bottom of said clause, after the word "contract" and before the word "and".

Inclosures:

- copies of contract.
- copies of form letters of transmittal.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas, MAY 16 1919

, 19

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

Subject: Forwarding contract for approval.

Agreement dated April 22, 1919 Rio Grande Project

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

With Martin Presques, Administrator of Estate of Lorenzo Apodaca

Estimated amount involved, \$ 85.00 Authority No. 65-08
or clearing acct.

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

Purpose:
(See instructions on back.)

Purchase of right of way for Franklin Drain

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager
El Paso, Texas District Counsel

at and

El Paso, Texas.

Enclat Orig. & 3 copies contract
Orig. & 1 copy cert. of recommendation
Orig. & 1 copy report on land agreement
two blueprints

of the approval of the above

L.H. Lawson

Project Manager.

Denver, Colo., May 23, 1919.

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

Inclosures
Orig. & 3 copies of form letter,
" " " " contract,
" Certificate of necessity,
" Report on land agreement,
1 Blueprint.
(SEE REVERSE.)

H. F. WALTER

Acting Chief of Construction.

6-4533

Washington, D. C., MAY 30 1919

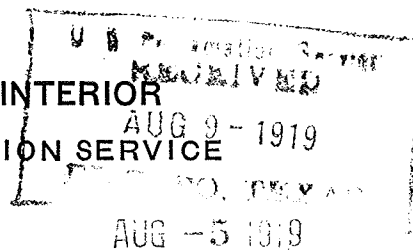
Contract (and bond, if any,) was approved by

Assistant to the Director

on MAY 27 1919 96265

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.



From Assistant to the Director

To Project Manager, El Paso.

Subject: Contract of April 22, 1919 with Martin Fresquez,
Administrator, for purchase of land - Rio Grande project.

1. In accordance with the request of the District Counsel under date of June 25, 1919, you are authorized to cancel the above contract.

2. This is believed to be the best method of handling the situation, inasmuch as this estate which is now in probate will be finally settled within a few days, and it is considered more desirable to make a contract with the parties who will be decreed the title to the land.

Morris Linn

Copy to Cof C

El Paso, Texas, June 25, 1919.

From: District Counsel.
To: The Director and Chief Engineer.
Subject: Contract with Martin Fresquez, Administrator, dated
April 22, 1919, for purchase of land-Rio Grande Project.

1. The above described contract was approved by the Assistant to the Director under date of June 7th. It is desired to cancel this contract and not take further action thereon.

2. The reason for this is that we have just learned that this estate, which is now in probate, will, within a very few days, be finally settled. It is thought more desirable to make a contract with the parties who will be decreed the title to the land than to handle the matter otherwise, as by securing authority to subrogate other parties under the terms of this contract.

CC-C. of C.

- - - EMDent
by CFH

ARTICLE For and in consideration of the faithful performance of this contract, the contractor shall be paid

ARTICLE 3..... No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

ARTICLE 4..... No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

ARTICLE 5..... It is further stipulated and agreed that in the performance of this contract, no persons shall be employed who are undergoing sentences of imprisonment at hard labor, which have been imposed by courts of the several States or Territories or municipalities having criminal jurisdiction.

IN WITNESS WHEREOF, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

By W. Lawson
Project Manager, U. S. R. S.

(sgd.) Wassisa A. Malina G. Malina
Leonora A. Apodaca C. Apodaca
Contractor.
P. O. address Acacome, Vera Cruz

Approved: _____
Chief of Construction.*
(Date) _____ 191

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

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF _____
COUNTY OF _____
I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of contract made by me personally, with _____; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____ or any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

_____, U. S. R. S.

Subscribed and sworn to before me at _____

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

Article 1. It is understood and agreed that the United States, its agents, officers and employees shall at all times have the right to go upon said described land for the purpose of surveying, constructing, repairing, operating and maintaining said Franklin Drain and other operations of the Reclamation Service incident thereto, and any cause of action arising from damage to crops or other improvements thereon belonging to the contractor that may result in consequence of such entry is hereby waived by the contractor as hereinabove provided.

Article 2. The contractor expressly warrants that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have 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 them hereunder; and that they have not, in estimating the contract price demanded by them included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered in the procurement of this contract. They further agree 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 that covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the contractor in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

~~Article 3. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.~~

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this the 23 day of July
nineteen hundred and nineteen, in pursuance of the act of June 17,
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by
L. M. LAWSON Project Manager,
United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and Narsisa A. Molina and G. A. Molina, her
husband, and Leonor A. Apodaca and G. J. Apodaca, her husband
hereinafter styled Contractor, and their heirs, executors, administrators, successors, and
assigns,

WITNESSETH, The parties covenant and agree that:

~~ARTICLE I. The Contractor will~~

WHEREAS, under even date herewith a quitclaim deed was
executed by the Contractor herein, releasing and quitclaiming to
the United States of America for canal right of way for the Rio
Grande project, a certain tract of land approximately $1\frac{1}{2}$ miles
southeast of the town of Socorro, Texas, in the Northwest quarter
of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty (20) and the
Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section
Nineteen (19), Township Thirty-two (32) South, Range Seven (7)
East, United States Reclamation Service survey and in the Socorro
Grant, El Paso County, Texas, containing one and twelve hundredths
(1.12) acres, more or less; and,

WHEREAS, the United States desires immediate pos-
session of the land herein described for use in the construction
of the Franklin Drain; and,

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

NOW, THEREFORE, in consideration of the sum of Eighty-
five and no/100 (\$85.00) Dollars, the value of said improvements,
to the contractor in hand paid by the United States, the receipt
whereof 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 in
the quitclaim deed herein referred to.

CERTIFICATE

I HEREBY CERTIFY, That the rights and property described in the contract dated July 23, 1919, with Marsisa A. Molina, et al., are required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Franklin Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$85.00 (which amount is based upon the rate of approximately \$75.00 per acre, the land being in good state of cultivation), is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

El Paso, Texas
July 23, 1919.

E. J. Dawson

Project Manager.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

SEP 5 - 1919

El Paso, Texas, 1919

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

Subject: Forwarding contract for approval.

Agreement dated July 23, 1919 Rio Grande Project

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

With Narsiss A. Molina et al. Authority No.
Estimated amount involved, \$85.00 or clearing acct. 63-6a

Accompanied by bond and two copies.

Purpose:
(See instructions on back.)

Purchase of land for Franklin Drain right of way

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager ✓

at El Paso, Texas and District Counsel
at El Paso, Texas of the approval of the above

Incls: Orig & 3 copies contract
Orig. & 1 copy certificate of approval L. M. Lawson
2 Blueprints Project Manager.

Denver, Colo., Sept. 12, 1919

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

Inclosures:

W. I. WALTER

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

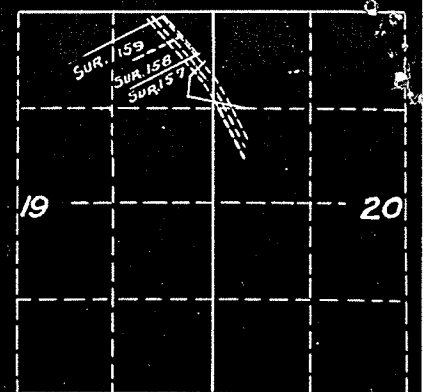
Washington, D. C., OCT 2 - 1919

Contract (and bond, if any,) was approved by
A. P. Davis.
on OCT 1 - 1919 Director and Chief Engineer, U.S. R.S.

SEP 15 1919 2665

6-15-1919

"SOCORRO GRANT"
SURVEYS NOS. 157-158-159.
EL PASO CO. TEXAS.



Location Plat
SECS. 19 & 20, T. 32 S., R. 7 E.
U.S. R.S. SURVEY

VICTORIANO
LEDESMA
Survey
No. 160

Survey 159

Survey 158

Survey 157.

G.Q. Ellsworth
Rof W. 0.449 A.

Geo. Buchanan

Q.C.D. 3/4/19
Recorded 3/12/19
Book 3327 p. 25

Q.C.D. 3/5/19
Recorded 3/5/19
Book 296 p. 210

L. Apodaca
Q.C.D. 7/13/19
Recorded 7/1-19
Book 3337 p. 129

Δ 13° 02' L.
D 4° 0' L.
T 163.66
L 325.08
R 1432.7

Tan. bears N. 28° 25' W.
23' 2" on 100' chords

L. Apodaca
Rof W. 1.12 A.

Pt. 191+34.3

191+98.6
N. 25° 02' E. 90'
N. 40° 15' W. 50.7

193+63.5
N. 62° 12' E.

To N.E. Cor. Sec. 19.
N. 12° 03' E. 807.9

To N.W. Cor. Sec. 20
N. 4° 23' W. 1213.5

187+95.0
S. 80° 19' E.

150.9
N. 27° 28' W.

Rof W. 1.12 A.

1341.8 on 100' chords
P.I. 189+72.5

5.50229E
131.2

700.9
N. 40° 15' W.

664.5
N. 40° 15' W.

664.5
N. 40° 15' W.

200+27.8
N. 62° 30' E.

123.0
N. 40° 15' W.

724.9
N. 74° 04' E.

To N.E. Cor. Sec. 19.
N. 40° W. 335.0

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT TEXAS-NM.
EL PASO VALLEY DRAINAGE
FRANKLIN DRAIN
RIGHT OF WAY

FIELD WORK: C.F.F.
DRAWN: T.J.L.

1253-L53 EL PASO FEB. 1919

CERTIFICATE.

THIS IS TO CERTIFY, With reference to a tract of land in NW $\frac{1}{4}$ NW $\frac{1}{4}$ sec. 20 and NE $\frac{1}{4}$ NE $\frac{1}{4}$ sec. 19, T. 32 S., R. 7 E., T. 32 S., R. 7 E., being also in Socorro Grant, El Paso County, Texas, and more fully described in quitclaim deed dated July 23, 1919, running from Narsisa A. Molina et vir and Leonor A. Apodaca et vir to the United States of America:

That the land is taxed in the name of Lorenzo Apodaca, who is now deceased and who was the reputed owner of the land during his lifetime; that said Lorenzo Apodaca left a will, now in course of probate, which reads, in part, as follows: "I have adjoining the road of Cisneros a land of sixteen acres, with one little house, and this I leave to my two sisters Narcisa and Leonor," etc.; that investigation has been made of the family here involved, and it has been learned that all parties in interest are willing to have the will operate in the provision above quoted, and that there are no debts against the estate so far as can be ascertained; and that due investigation of the county records does not disclose any taxes, mortgages, or other liens of record against the land; and that the land is not occupied adversely to the parties in interest above described.

C F HARVEY

Assistant District Counsel.

El Paso, Texas,
July 23, 1919.

*Note: book & notes of Narsisa Apodaca, Ex. filed Mex 25-
Doc Book 37 pp. 424-424-425-427-427-428*

*Doc Dec. 15699 - in action of 4 years in which
attached a will.*

El Paso, Texas, July 23, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated July 23, 1919, running from Narsisa A. Molina, et al., to the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

