

BORRERO ELIJIO et. ux. Francisca A. de

WARRANTY DEED

065

FRANKLIN DRAIN

SE-25-12B

0023-0082-0027-00

16-(27) TEXAS

ALB GRANDE

1518-1415

780:

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

BEFORE ME, J.C.N. Garcia,

a notary public in and for El Paso, County, Texas, on this day personally appeared Eligio Borrego

known to me to be the person whose name is 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 1st day of March A. D. 1919

(SEAL)

J.C.N. Garcia, Notary public in and for El Paso County, Texas.

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

BEFORE ME, J.C.N. Garcia,

notary public in and for El Paso, County, Texas, on this day personally appeared Francisca A. de Borrego wife of Eligio Borrego

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 Francisca A. de Borrego 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 1st day of March A. D. 1919

(SEAL)

J.C.N. Garcia, Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

I, W.D. Grech Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 1 day of March, A. D. 1919 with its certificate of authentication, was filed for record in my office this 31 day of March A. D. 1919, at 8:30 o'clock A.M. and duly recorded the 2 day of April A. D. 1919, at 10:59 o'clock A.M. in the records of said County, in Volume 332 on page 263 of the Deed Record of said County.

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.

W.D. Grech

Clerk, County Court.

By \_\_\_\_\_, Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1919

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Clerk, County Court, El Paso County, Tex.

By \_\_\_\_\_ Deputy.

ELLIS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That, We, Elijio Borrego and Francisca A. de Borrego, husband and wife

of the County of El Paso, State of Texas, in consideration of the sum of -----  
----- One hundred forty-three and 20/100 (\$143.20) - - - DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act of  
June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental  
thereto ----- the receipt of which is hereby acknowledged  
have ----- Granted, Sold and Conveyed, and by these presents do ----- Grant, Sell and Convey unto the said  
The United States of America,

of the County of ----- and ----- of -----, all that certain  
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as  
follows, to-wit: A tract of land approximately one and one-quarter miles  
northeast of the town of San Elizario, Texas, in the southwest quarter  
of the northwest quarter of Section thirty-three (33), township thirty-  
two (32) south, range Seven (7) East, and the southeast quarter of the  
northeast quarter of Section thirty-two (32), of said township and range,  
United States Reclamation Service survey, and being more particularly  
described as follows: Beginning at the northeast corner of the tract  
herein described, which is a point on the property line between the  
grantor herein and M. Y. Madrid, from which point the northeast corner  
of said section thirty-two (32) bears North 0°02' East, one thousand six  
hundred twenty-one and two tenths (1621.2) feet; running thence south 13°  
27' east, two hundred nineteen and seven tenths (219.7) feet; thence south  
25°59' east, three hundred twenty-seven (327) feet; thence south 64°29'  
west, fifty-one and five tenths (51.5) along the north right of way line  
of a county road; thence south 84°31' west, one hundred forty-seven and  
one tenth (147.1) feet along last mentioned right of way road line; thence  
north 12°59' west, five hundred twenty-nine and three tenths (529.3) feet  
along the north and south property line between the Grantor herein and  
M. Y. Madrid; thence north 76°33' east, one hundred twenty and eight  
tenths (120.8) feet along the east and west property line between the  
Grantor herein and M. Y. Madrid to the point of beginning; said tract of  
land containing one and seventy-nine hundredths (1.79) acres, more or less.

Correct as to Engineering Data S. M. A.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and ap-  
purtenances thereto in anywise belonging, unto the said -----

The United States of America, and its  
----- assigns forever; and we ----- do ----- hereby bind ourselves, our  
----- heirs, executors and adminis-  
trators, to Warrant and forever Defend, all and singular, the said premises unto the said -----

The United States of America, and its

----- assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand s at San Elizario, Texas this ----- first  
----- day of  
March -----, A. D. 1919.

Witnesses at Request of Grantor

Elijio Borrego  
Francisca A. de Borrego

-----  
-----  
-----

The State of Texas, County of El Paso:  
The State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared Eligio Borrego of San Elizario, Texas, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over 21 years of age; that his post-office address is San Elizario, Texas; that on or about June 6, 1883, he purchased the rights which Jesus Montes had acquired in certain lands of the San Elizario Grant, which land is hereinafter referred to and more particularly described, this purchase not being evidenced by any instrument in writing; that said lands were at a later date, to wit, by instrument dated November 29, 1907, deeded to him by a corporation deed signed by the Mayor of the Corporation of San Elizario, and recorded in Deed Book 115, page 264, official records of the County of El Paso, Texas, said lands being therein described as follows: Beginning on north side of an old road in E.B. line of Manuel Madrids tract of land 194 varas to a stake and corner. Thence N. 75½° - E. 484 varas to a stake set on west side of a road. Thence S. 33° W. 157 varas. Thence S. 57½° W. 255 varas. Thence N. 89° W. 82 varas. Thence S. 88½° W. 37 varas to place of beginning. Containing 10½ acres.

That since the date of said purchase from Jesus Montes he (the affiant) has continuously resided upon said described land and been in open, continuous, and peaceable possession thereof, and no other person has had or asserted any possession hostile or adverse to his, affiant's, possession.

That he has contracted no liens or other incumbrances that now exist against said lands, and that there are no claims or conveyances of any nature, either of record or not of record, that could defeat or be asserted adversely to a certain warranty deed made by himself and running to the United States of America, said deed bearing date of March 1, 1919, and being recorded in Volume 332, page 263, official records of County of El Paso, Texas.

My com. was \_\_\_\_\_ Eligio Borrego

Sworn to and subscribed before me, this 10th day of

July, A. D. 1919.

(SEAL)

J. G. N. Garcia

My com. exp. June 30, 1921. Notary Public In and For County of El Paso, State of Texas.

The State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared Pilar Grijalba, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over 21 years of age; that his post-office address is San Elizario, Texas; that he has for 32 years or more personally known and resided in

the neighborhood of Eligio Borrego, the foregoing affiant; that he has read the foregoing affidavit of said Eligio Borrego; and that as to the matters of possession of the land therein set forth, the same are true to his best knowledge and belief, and that to his personal knowledge said Eligio Borrego has resided on said land continuously and that no other person has been in hostile or adverse possession of said land for a period of at least ten years immediately preceding the date of this affidavit.

Pilar Grijalba

Sworn to and subscribed before me, this 10th day of July, A. D. 1919.

J.G.N. Garcia

Notary Public In and For County  
of El Paso, State of Texas.

My com. exp. June 30, 1921.

The State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared Senon Sanchez, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over 21 years of age; that his post-office address is Sah Elizario, Texas, Texas; that he has for 42 years or more personally known and resided in

the neighborhood of Eligio Borrego, the foregoing affiant; that he has read the foregoing affidavit of said Eligio Borrego; and that as to the matters of possession of the land therein set forth, the same are true to his best knowledge and belief, and that to his personal knowledge said Eligio Borrego has resided on said land continuously and that no other person has been in hostile or adverse possession of said land for a period of at least ten years immediately preceding the date of this affidavit.

Senon Sanchez

Sworn to and subscribed before me, this 10th day of July, A. D. 1919.

J.G.N. Garcia

Notary Public In and Per County  
of El Paso, State of Texas.

My com. exp. June 30, 1921.

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, November 5, 1918.

I, Geo. W. Hoadley, field assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Eljio and Francisca Borrego, in SW $\frac{1}{4}$  of NW $\frac{1}{4}$  sec. 33 and SE $\frac{1}{4}$  of NE $\frac{1}{4}$  sec. 32, T. 32 S., R. 7 E., 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 no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Field Assistant.

Affidavit As To Possession.

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

I, Eligio Borego, do solemnly swear that to my personal knowledge and land described in the contract dated \_\_\_\_\_, 1918, made between myself and the United States of America, which land is located in San Elizario Grant, El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of thirty<sup>five</sup> (35) years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

Eligio Borego

Subscribed and sworn to before me at El Paso, Texas, this 5<sup>th</sup> day of November, A. D. 1918.

(SEAL)

Geo. W. Hoadley  
Notary Public In and For El Paso  
County, Texas.

My commission expires  
June 1, 1919.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

San Elizario, Tex.  
May 2, 1919;

District Counsel,  
A. Harvey.

Dear Sir:

Referring to your letter of Feb. 28th I have sent you the deed, signed and stamped by myself and wife as you asked. I think that I have complied with all the requirements that the title requires and I think that you should pay me for the land that was taken by the drainage.

I hope that you will remit as soon as possible.

Yours truly,

Elijio Borrego.

Office of  
District Counsel San El Paso Tex

A Harney Mayo 21 19

Dear Sir  
aproposito de fecha 28 de febrero  
en la cual me mandaron  
pedir el titulo firmado por mi  
y esposa y el cual se los mande  
espanillado y firmado  
pues creo que he cumplido con  
los requisitos que requiere  
el titulo pues deseo que me  
hagan el pago del terreno  
que tomé el drenaje pues  
espero que me la mande la  
correspondiente lo mas  
pronto posible

Sincerely  
Eligio Borrego

ERIOR  
SERVICE

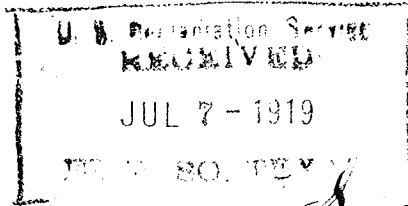
ario, Tex.  
1919:

Feb. 28th I  
I stamped by  
think that I  
ements that  
at you should  
n by the drain-

s soon as possi-

Borrego.

del Condado del Paso Tex  
el 19 de Dic 1907 records of said  
county in volume 115 on page 264  
in the said sin todas las instruccio  
nes que puedo dar tocante al  
terreno porque no puedo ir  
por estar delicado de Salud  
sin mas S. E. Eligio Borrego



Mr  
St. Louis  
San Elizario Tex  
julio 5-19

con fecha 4 del presente recibí  
su muy graciosa carta en donde  
me dice tocante al terreno que  
tomo el drenaje Franklin y  
a la venta del terreno por  
Jesus Morites y el cual el me  
vendió el terreno simplemente  
sin ningún papel que especifica  
ni medidas ni acrees

Salamente en terreno el cual  
lo compre el 6 junio 1883  
entonces ya lo seguí haciendo  
este terreno el cual fue medido  
y aprobado por la corporación  
de San Elizario el 16 de Nov  
1907 y registrado en la oficina

El Paso, Texas, July 14, 1919.

The Pioneer Abstract & Title Guarantee Co.,

El Paso, Texas.

Gentlemen:

We have secured an affidavit from Eligio Borrego as to the manner in which he acquired his land in the San Elizario Grant, which affidavit is corroborated by two other parties who have known Eligio Borrego and resided in his neighborhood for 42 and 32 years respectively. This affidavit is enclosed herewith. A reference is also given therein to the date of the deed running to the United States and its place of record. We are also sending herewith your form of application for a title guaranty. We are submitting this case as being in line with some others which are now pending, where the guarantee of the title would have to issue greatly on the strength of possession.

While the foundation of title in many of these Mexicans is often rather weak, it is the experience of this office that their long and continuous possession of the land gives them an indefensible title. *often*

We trust your legal department will favorably consider this class of cases, and the one under discussion is submitted with the idea of ascertaining with ~~some~~ more or less particularity ~~as to~~ just what kind of evidence and corroboration thereof you desire. This case might be strengthened a trifle by having corroborating affiants who are a little better known than those upon the affidavit here submitted. However, we believe the facts as substantiated are, according to the ordinary rules of evidence, affirmatively shown, and we have no reason to doubt the truth of the statements. In other cases the land purchase is founded upon a deed in writing, which may or may not have been recorded and which can be produced, or where a reference can be made to the place of record. In all these cases we would, of course, submit the deed under which the landowner took possession, or refer to the book and page number of its recordation. In the case of Eligio Borrego while he apparently has no deed to the land, he has been in possession for 36 years.

We trust you will be able to issue the title certificate in this instance.

Yours very truly,  
CFHarvey  
Asst. Dist. Counsel.

El Paso, Texas, July 8, 1919.

Mr. Eligio Borrego,

San Elizario, Texas.

Dear Sir:

Your letter of July 5 was duly received, and we note that you have a deed running to yourself direct from the San Elizario Corporation. We have examined the record of this deed, and find it as you state.

A form of affidavit has been prepared and is transmitted herewith for you to sign and swear to before a notary public. You will also secure the corroborating affidavits of two other people who have known you for at least ten years. Please have these other parties fill in the blank space in the affidavit stating how many years they have known you and resided in your neighborhood, and also the space showing post-office address.

When this affidavit is returned to our office properly executed, we are going to try to get you a title guaranty and close the transaction in this manner. It remains to be seen whether the title guaranty company will issue the title certificate, which we trust they will do, however, as you have no abstract of title for the company to use in this connection.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

Please have the corroborating affidavits signed by people who are very well known to the public.

San Elizario, Tex.  
July 5, 1919.

Mr. A. Harvey,

I have your favor of the 4th Inst. regarding land taken by the drainage canal and the sale of said land by Jesus Montes, he having sold me that land without having executed any papers or giving any discription whatever of the acreage.

I bought this land June 6, 1883 and have owned it since that time. It was duly surveyed and approved by the Corporation of San Elizario Nov. 16, 1907 and recorded in the office of El Paso County, Tex. Dec. 19, 1907, records of said county in volume 115 on page 264 in the deed.

This is all the information I am able to give regarding this land and it is impossible for me to come there on account of ill health.

Yours truly,

/ Eligio Borrego

El Paso, Texas, July 3, 1919.

Mr. Eligio Borrego,

San Elizario, Texas.

Dear Sir:

We understand that you purchased the land in the San Elizario Grant, across which the Reclamation Service has built the Franklin drain, from Jesus Montes. This morning a careful search of the county records was made, but we fail to find any instrument recorded running from this party to yourself. Kindly call at this office and bring with you all the papers in your possession pertaining to the land which you purchased from Jesus Montes, or otherwise acquired, involved in the drain right of way, and we will endeavor to establish your title.

Very truly yours,

C F HARVEY

Assistant District Counsel.



CH

El Paso, Texas, May 12, 1919.

Mr. Elijio Borrego,

San Elizario, Texas.

Dear Sir:

Your letter of May 2 is at hand, and you are advised that the reason that we cannot pay you is that you have not yet complied with our request of March 31 and submitted an abstract of title, in order that same may be used in preparing title guaranty. If you have an abstract, please bring it in to this office; if not, so advise, and we will endeavor to take other steps to complete the purchase.

Very truly yours,

P W DENT CPH

District Counsel.

CFH:T

El Paso, Texas,  
March 31, 1919.

Mr. Elijio Borrego,

San Elizario, Texas.

Dear Sir:

Under date of March 5th we addressed a letter to you asking that you submit such abstracts as you have in your possession for use of the Stewart Title Guaranty Co. in rendering title guaranty for the land taken for the Franklin Drain.

Last Saturday the Stewart Title Guaranty people advised you had not as yet complied with this request. We trust you will not neglect this matter and assure you it is the most direct means of closing the transaction.

Yours very truly,

F.W.Dent

District Counsel.

CFH:T

El Paso, Texas, MAR 28 1919

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is  
warranty deed dated March 1, 1919, running from Elijio  
Berrege and wife to the United States of America.

Yours very truly,

G.F. Harvey

Enc 1.

Assistant District Counsel.

CFH:T

El Paso, Texas,  
March 5, 1919.

Mr. Elijo Borrego,

San Elizario, Texas.

Dear Sir:

In connection with the preparation of title guaranty covering your land the Stewart Title Guaranty Co., Two Republics Bldg., El Paso, Texas, have requested that if possible you submit for their use, to be returned to you as soon as they have examined the same, an abstract of title covering your land and which you very likely have.

If you can see your way clear to supply such abstract at an early date, it will facilitate closing of the transaction.

Yours very truly,

C.F. Harvey

Asst. District Counsel.

CFH:T

El Paso, Texas,  
February 25, 1919.

Mr. Elijio Borrego,

San Elizario, Texas.

Dear Sir:

Reference is had to your contract to sell certain right of way for the Franklin Drain.

The things necessary to be accomplished in this matter were stated in our letter of December 7th, to which we have had no answer. Kindly do not delay your answer any longer. It is necessary that the United States Government close this transaction and we ask that you give this your immediate attention.

Yours very truly,

P.S.DENT  
By C.F.Harvey  
District Counsel.

CFH:T

El Paso, Texas,

February 28, 1919.

Stewart Title Guaranty Company,  
Two Republics Building,  
El Paso, Texas.

Gentlemen:

Kindly issue title guaranty for 1.79 acres of land  
owned by Elijie Borrego in the Southwest quarter of the North-  
west quarter, Section 33, Township 32 South, Range 7 East.

The consideration the Government will pay is \$143.20.

We are today sending warranty deed to Mr. Borrego,  
which he will execute and which will be recorded without de-  
lay.

Yours very truly,

C.F. Harvey

Assistant District Counsel.

CFH:T

El Paso, Texas.

February 28, 1919.

Mr. Elijio Borrego,

San Elizario, Texas.

Dear Sir:

Transmitted herewith is warranty deed to be executed by yourself and wife and returned to this office at once. As stated to you in conversation today, the deed must be executed and recorded before the title guaranty can issue.

We have today called upon the title guaranty company for their warranty and as soon as the papers are all in proper shape check can be drawn in payment of the amount due you.

The warranty deed will require a 50¢ internal revenue stamp, which it is customary for the grantor to furnish, and we ask that you do not over-look this matter.

Yours very truly,

C.F. Harvey

Enc 1.

Assistant District Counsel.

El Paso, Texas.  
Dec. 7, 1918.

Mr. Eljio Borrego,

San Elizario, Texas.

Dear Sir:

You are informed that the contract dated Nov. 5, 1918, in which you agreed to convey to the United States a certain right of way for the Franklin Drain, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guaranty Company to accept their guaranty contracts instead of making our own examination of title. The charge for this guaranty would be about \$10.00, and it is thought that you would prefer to take advantage of this method than to pay for an expensive abstract. Kindly indicate your wishes and we will proceed with the transaction.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when the deed is recorded a check can be drawn in payment of the amount due you.

Taxes on this land must be paid up to date and all liens must be removed as to the canal right of way before the United States can accept warranty deed and close this transaction, whether it is closed upon title guaranty or an abstract of title. We are calling your attention to these matters in the hope that they will receive your due consideration at once and not prove the means of delaying the closing of the transaction.

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Yours very truly,

C.F. HARVEY

Assistant District Counsel.



CFH:T

El Paso, Texas,  
Dec. 7, 1918.

County Clerk, El Paso County,

El Paso, T e x a s.

Dear Sir:

Transmitted herewith for official record are  
two contracts, one dated October 8th, running from L. R.  
Thomson to the United States, and the other dated Nov.  
5th, running from Elijio Borrego to the United States.

Yours very truly,

C.F. HARVEY

Enc 2.

Assistant District Counsel.

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.

**All of right of way is in alfalfa- no buildings.**

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.

**All irrigable under Rio Grande project water right.**

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

**\$100 to \$150 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.

**Benefits only, to landowner. The land must be drained.**

The above is a correct statement of the information procured.

Dated **November 5** 191 **8**

(Signature).....**GEO W HOADLEY**

(Title).....**Field Assistant.**

*In Charge of Negotiations.*

Approved: **L M LAWSON**

*Project Manager.*

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **November 5** 19**18**, with  
**Elijio Borrego and wife**

for the purchase of land required for **Franklin drain right of way**  
purposes, **Rio Grande** Project, **El Paso**  
County, **Texas.**

1. State description and approximate area of land to be conveyed. **1.79 acres in SW $\frac{1}{4}$  of NW $\frac{1}{4}$  sec. 33, T. 32 S., R. 7 E., and SE $\frac{1}{4}$  of NE $\frac{1}{4}$  sec. 32, same twp. and range.**
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.  
**Texas land - no U. S. public land in this State.**

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.  
**Elijio and Francisca Borrego, husband and wife, both of San Elizario, Texas.**

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. No lessee.**

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.  
**Subject to right of way by stock-subscription agreement between landowner and water users' association.**

The Vendor 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.

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

Witnesses :

..... ELIJIO BORREGO  
 of.....  
 ..... FRANCISCA BORREGO  
 ..... Vendor.  
 of.....  
 ..... L M LAWSON  
 ..... For and on behalf of the United States.  
 of.....

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 Elijio Borrego and Francisca Borrego, his wife, who are personally known to me to be the persons whose names 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 Francisca Borrego separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she 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 5th day of November, 1918.

[SEAL.]

GEO W HOADLEY  
 Notary Public

My commission expires June 1st 1919

Approved \_\_\_\_\_, 191\_\_\_\_\_

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated November 5, 1918, with Elijio Borrego and Francisca Borrego, is 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, \$143.20, 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,  
November 5, 1918.

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 one hundred forty three 20/100 (\$143.20)

.....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 November 5, 1918 notwithstanding earlier delivery of the deed as November 5, 1918, herein provided, and may harvest and retain the crops thereon until.....; 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).

THIS AGREEMENT, made the 5th day of November,

nineteen hundred and eighteen, between Elijio Borrego

and Francisca Borrego, his wife, of El Paso

County, Texas, for them selves & heirs, legal represen-  
tatives, 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:

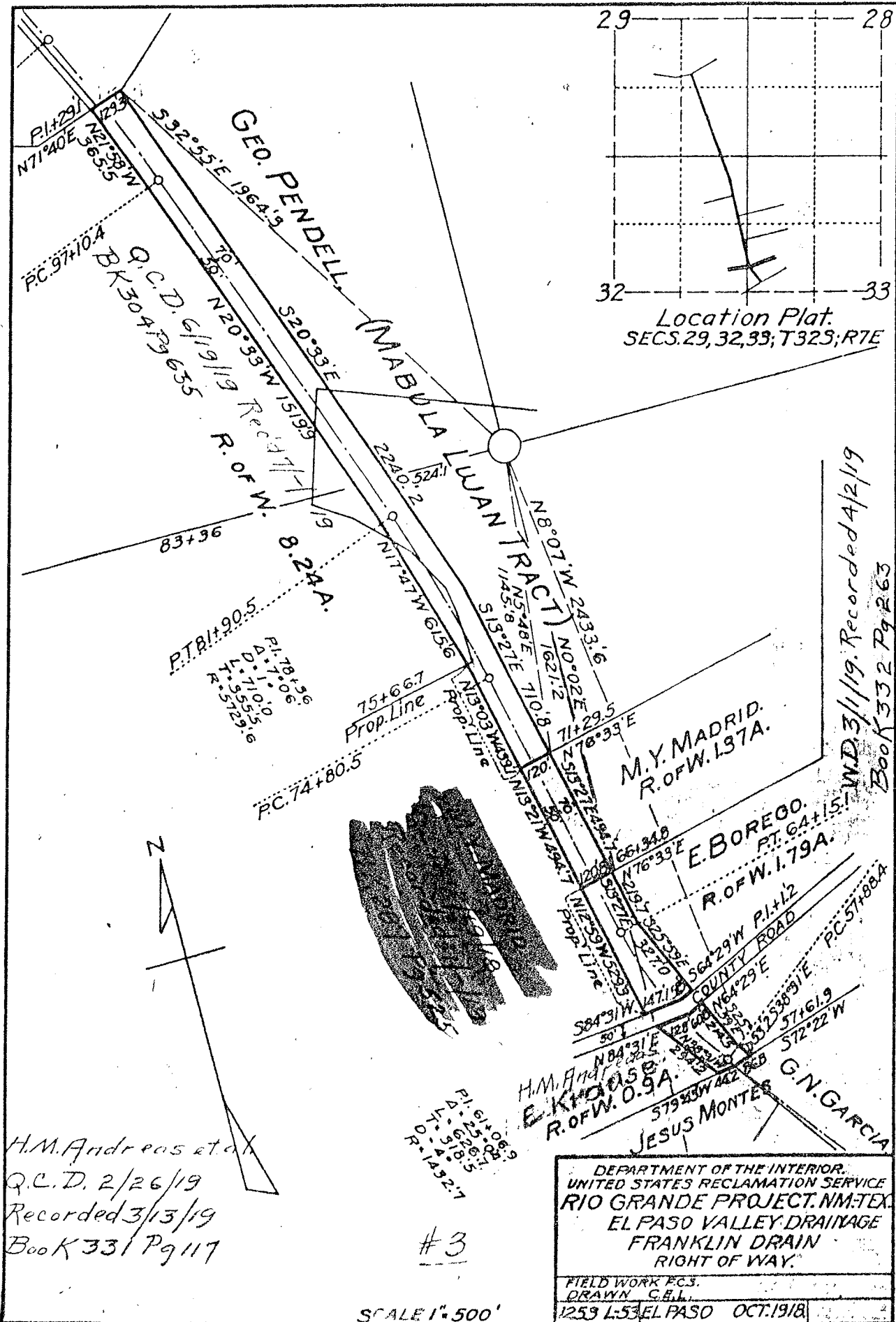
1. The vendor in consideration of the benefits to be hereafter derived from the construction of  
irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises  
and covenants of the United States herein contained, and of the payment to the vendor by the United  
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 one and one-quarter miles  
northeast of the town of San Elizario, Texas, in the southwest  
quarter of the northwest quarter of section thirty-three (33),  
township thirty-two (32) south, range seven (7) east, and the  
southeast quarter of the northeast quarter of section thirty-two  
(32) of said township and range, all being United States Recla-  
mation Service survey, and being more particularly described  
as follows: Beginning at the northeast corner of the tract here-  
in described, which is a point on the property line between the  
Vendor herein and M. Y. Madrid, from which point the northeast  
corner of said section thirty-two (32) bears north 0°02' east  
1621.2 feet; running thence south 13°27' east 219.7 feet; thence  
south 25°59' east 327 feet; thence south 64°29' west 51.5 feet  
along the north right of way line of a county road; thence south  
84°31' west 147.1 feet along east mentioned right of way road line;  
thence north 12°59' west 529.3 feet along the north and south  
property line between the Vendor herein and M. Y. Madrid; thence  
north 76°33' east 120.8 feet along the east and west property  
line between the Vendor herein and M. Y. Madrid to the point  
of beginning; said tract of land containing one and seventy-  
nine (1.79) acres more or less.

92 7/10





Location Plat.  
SECS. 29, 32, 33; T32S; R7E

WD. 3/11/19. Recorded 4/2/19  
Book 332 Pg 263

H.M. Andreas et al  
Q.C.D. 2/26/19  
Recorded 3/13/19  
Book 331 Pg 117

H.M. And  
E. KROUSE  
R.O.F.W. 0.9A  
P.I. 143.27  
P.L. 143.27  
P.L. 143.27  
P.L. 143.27  
P.L. 143.27  
P.L. 143.27

#3

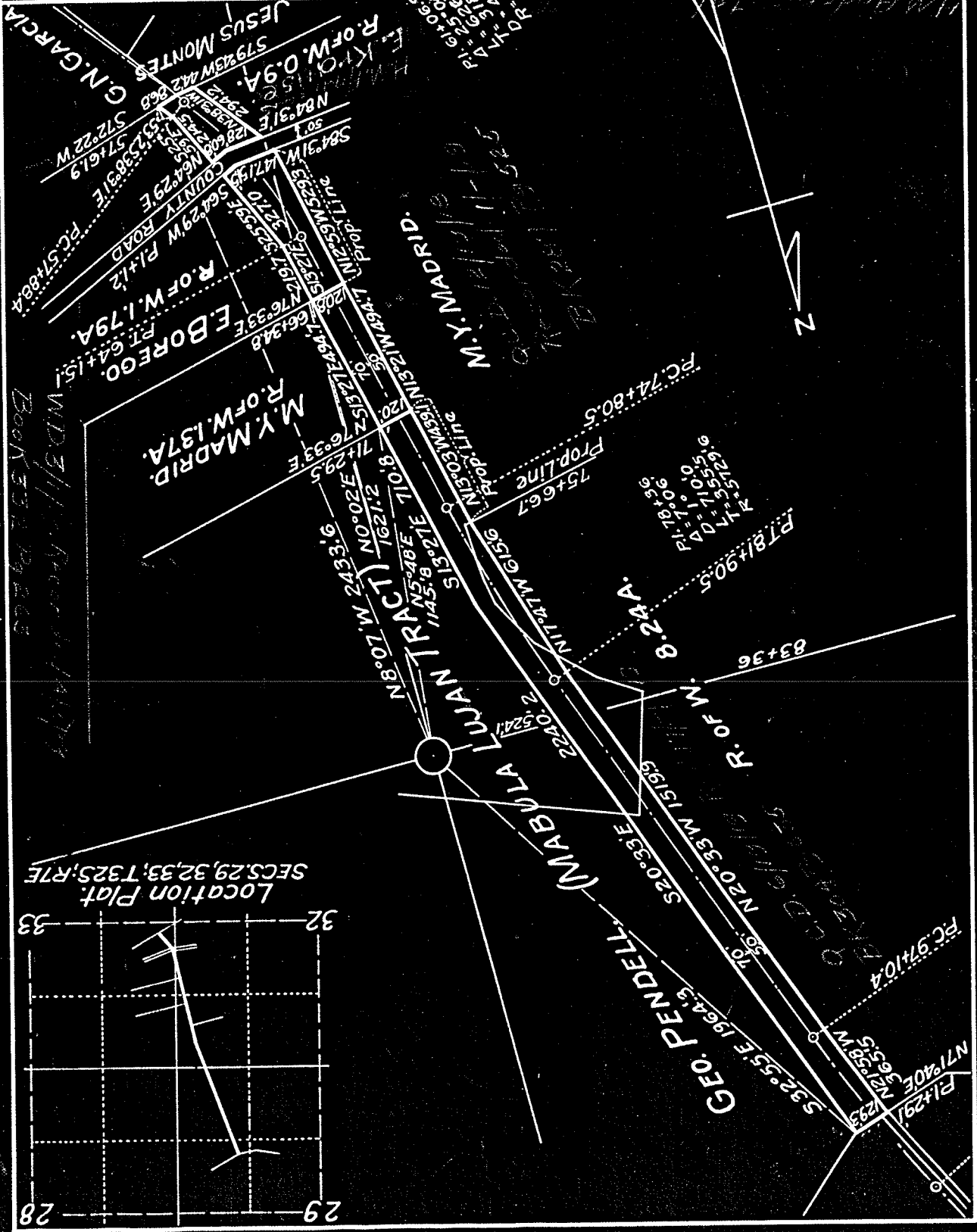
SCALE 1" = 500'

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

FIELD WORK P.C.S.  
DRAWN C.B.L.  
1259 L-53 EL PASO OCT. 1918

DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT, NMTEX  
 EL PASO VALLEY DRAINAGE  
 FRANKLIN DRAIN  
 RIGHT OF WAY  
 FIELD WORK P.C.S.  
 DRAWN C.E.L.  
 1253 L-53 EL PASO OCT. 1918

SCALE 1"=500'



28 29 32 33  
 Location Plot  
 SECS. 29, 32, 33, 7, 32, 3, 7, 7E

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

**El Paso, Texas, November 12, 1918**

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated **November 5, 1918** **Rio Grande Project.**

Executed by **L. M. Larson Project Manager**

With **Elijio Borrego and wife**

Estimated amount involved, \$ **143.20** (See Reverse, Par. 3.)

Authority No. **63-66.**

Purpose of agreement:

**Purchase of right of way for Franklin Grain.**

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

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

at **El Paso, Texas,** and **District Council**

at **El Paso, Texas,** of the approval of the above.

**Inclos. Origl & 3 copies contract**  
**Rept. on Land Agreement.**  
**2 blueprints.**  
**Certificate of recommendation.**

**L. M. LARSON**  
(Signature.)

Denver, Colo., Nov. 19, 1918

It is recommended that the above-described contract be approved

Inclosures:

**Orig. & 2 copies of contract.**

**Orig. & 2 copies of form letters of transmittal.**

**Orig. cert. of necessity; Original report on Land Agreement; 1 blue print.**

Chief of Construction.

Washington, D. C., DEC 2 - 1918

Contract (and bond, if any), was approved by **A. P. Davis,**

*Director & Chief Engineer*

on **DEC 2 - 1918**

**LPM**  
Original enclosed for record  
and further appropriate action

NOV 23 '18 89194 (Over.)