

786 GARCIA, G. N. et. ux. Maria de

WARRANTY DEED

065 FRANKLIN DRAIN

Vol 25-15

~~16-001-0023-00~~ 92-0030-00780

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WE, G. N. Garcia and Maria de Garcia, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of Two hundred nine and 40/100 (\$209.40) 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 ha. 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 El Paso, State of Texas, 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 1 1/2 miles northeast of the town of San Eliaario, Texas, in the North Half (N 1/2) of the southwest quarter (SW 1/4) and the southwest quarter of the Northwest quarter (SW 1/4, NW 1/4) of Section thirty-three (33), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, being more particularly described as follows: Beginning at the southeast corner of the tract of land herein described which is a point on the property line between Grantor herein and J.P. and O.A. Critchett, from which point the northwest corner of said Section 33 bears North 22°55' West, four thousand three hundred three (4303) feet; running thence south 38°15' West, one hundred thirty-three and nine tenths (133.9) feet to a point common to the properties of the grantor herein, J.P. and O.A. Critchett, and a private road owned jointly by Grantor, Juan Garcia and Homer Wells, Jr; thence North 29°04' West, two hundred twenty eight and two tenths (228.2) feet along said road; thence north 42°45' west, seven hundred thirty-seven and three tenths (737.3) feet along said road; thence south 35°40' west, twenty and four tenths (20.4) feet along said road; thence North 42°45' west, two hundred five and six tenths (205.6) feet; thence north 35°51' west, seven hundred eighteen (718.0) feet along the property line between grantor herein and Juan Garcia; thence North 37°47' West, two hundred twenty-six and five tenths (226.5) feet along property line between grantor herein and Jesus Montes; thence north 72°22' east, seventy-six and nine tenths (76.9) feet along the property line between Grantor herein and H.M. Andreas to the northeast corner of the tract of land herein described from which point the northwest corner of said Section 33 bears North 8°07' west, two thousand four hundred thirty-three & six tenths (2433.6) feet; thence south 38°11' east, one thousand seven hundred eighty-two & six tenths (1782.6) feet; thence south 34°14' east, two hundred seventy-three (273.0) feet to the point of beginning; said tract of land containing three and fifty-four hundredths (3.54) acres, more or less, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said The United States of America, and its

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

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

WITNESS our hands at El Paso, Texas this 1st day of April, A. D. 1917.

Witnesses at Request of Grantor

G.N. Garcia
Maria de Garcia

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso, County, Texas, on this day personally appeared  
**G. N. Garcia**

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 **2nd** day of **April** A. D. 191**9**.

(SEAL)

**J. J. Montes,**

My commission expires

**Notary Public in and for El Paso  
County, Texas.**

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

BEFORE ME, **J. J. Montes, Notary Public**

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

**Maria de Garcia** wife of **G. N. Garcia**

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

**Maria de Garcia** 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 **2nd** day of **April** A. D. 191**9**.

(SEAL)

**J. J. Montes,**

**Notary Public in and for El Paso  
County, Texas.**

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 **1**

day of **Apr**, A. D. 191**9** with its certificate of authentication, was filed for record in my

office this **4** day of **April** A. D. 191**9**, at **8:35** o'clock **AM**, and duly recorded

the **7** day of **April** A. D. 191**9** at **10:39** o'clock **A**. M. in the **Books** records of

said County, in Volume **331** on page **285**

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.

**H. D. Greet,**

Clerk, County Court.

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

TO

**WARRANTY DEED**

Single and Wife's Separate Acknowledgment

Filed for record \_\_\_\_\_ 191

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

Clerk, County Court, El Paso County, Tex.

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

ELLIS BROS. PRINTING CO., EL PASO

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made December 28th, 1918 191 , with

**G.N.GARCIA**

for the purchase of land required for **El Paso Valley Franklin Drain**

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

County, **Texas**

1. State description and approximate area of land to be conveyed. **A tract of land in the north half of the southwest quarter and the southwest quarter of the northwest quarter, sec. 35, township 32 S., R7E, containing 3.54 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 is in Texas-no U.S. Public lands 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.

**G.N.Garcia, Clint, Texas,  
Maria Garcia, (wife), Clint, Texas.**

**Land is separate property of vendor. The status of the title will be subject of examination before payment is made to vendor.**

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.

**Owner in possession - no leases**

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

**Not subject to right of way.**

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.

Cultivated:	2.24 acres alfalfa	\$60.00 acre
	<u>1.30</u> " cultivated	50.00
	3.54 "	

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 capable of irrigation under Rio Grande project.

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

\$100.00 to \$150.00 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.

Drain will be of general benefit to the community.

The above is a correct statement of the information procured.

Dated December 28, 1918.

(Signature) GEO. W. HOADLEY.

(Title) Field Assistant.

*In Charge of Negotiations.*

Approved:

L. M. LAWSON

*Project Manager.*

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 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.

It is understood and agreed that there will be constructed by and at the expense of the United States, a three-ton farm bridge of the standard design adopted and now being used on the Rio Grande project, said bridge to be constructed at Station 46 plus 00 of the Franklin Drain of the Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the point mentioned. It is further understood and agreed that the vendor and his heirs and assigns will maintain said structure in good condition at all times and that the United States shall not be liable for any damage occurring from lack of proper maintenance of said structure.

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

Witnesses :

G.N.Garcia

of.....

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 G.N. Garcia

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

he

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

I further certify that I have examined the said

several and apart from his husband, and explained to the contents of the

foregoing instrument, and upon that examination declared that he

voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and

did not wish to retract the same.

Given under my hand and official seal, this 28th day of December, 1918

[SEAL.]

Geo. W. Hoadley,

Notary Public

My commission expires June 1, 1919.

Approved ..... 1918

Project Manager

Approved May 27, 1910, by the Secretary of the Interior.

Form 7-276 12-11

THIS AGREEMENT, made December 28th,

nineteen hundred and eighteen, between G. N. GARCIA

and his wife, of Clint, El Paso

County, Texas, for him self, his 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:

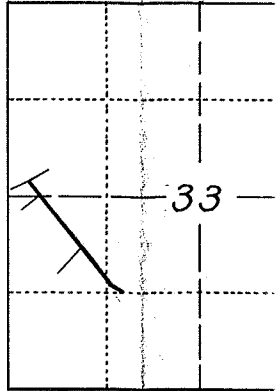
1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States 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:

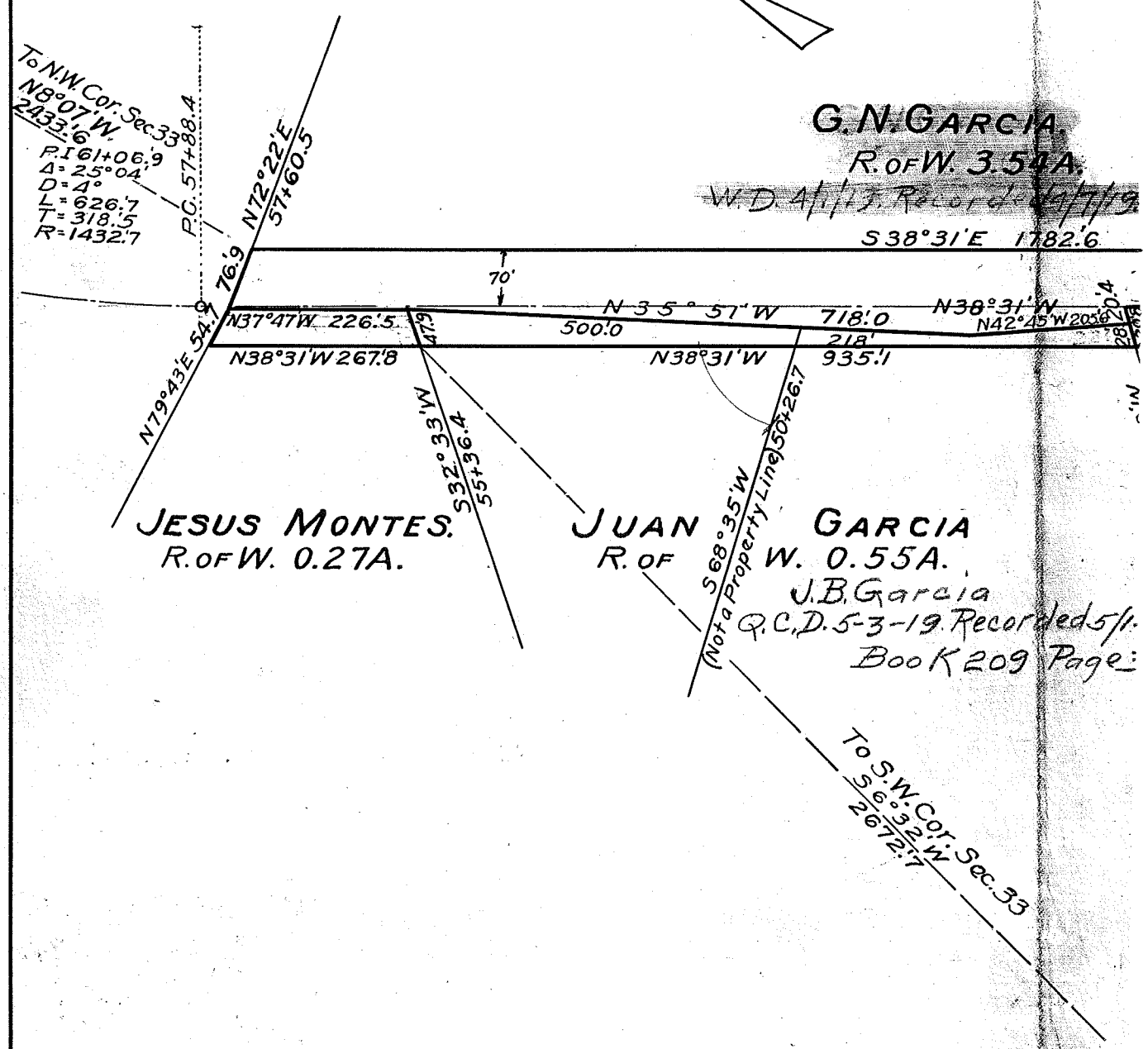
A tract of land approximately 1 1/4 miles northeast of the town of San Elizario, Texas, in the north half of the southwest quarter and the southwest quarter of the northwest quarter of section thirty-three (33), township thirty-two (32) south, range seven (7) east, United States Reclamation Service Survey, being more particularly described as follows: Beginning at the southeast corner of the tract of land herein described which is a point on the property line between grantor herein and J.F. and O.A. Critchett, from which point the northwest corner of said sec. 33 bears north 22°55' west, 4303.0 feet; running thence south 38°15' west, 133.9 feet to a point common to the properties of the grantor herein, J.F. and O.A. Critchett, and a private road owned jointly by grantor, Juan Garcia and Homer Wells, Jr; thence north 29°04' west, 228.2 feet along said road; thence north 42°45' west 737.3 feet along said road; thence south 35°40' west, 20.4 feet along said road; thence North 42°45' west, 205.6 feet; thence north 35°51' west, 718.0 feet along the property line between grantor herein and Juan Garcia; thence north 37°47' west, 226.5 feet along property line between grantor herein and Jesus Montes; thence north 72°22' east, 76.9 feet along the property line between grantor herein and H.M. Andreas; to the northeast corner of the tract of land herein described from which point the northwest corner of said sec. 33 bears north 8°07' west, 2433.6 feet; thence south 38°31' east, 1782.6 feet; thence south 54°14' east, 273.0 feet to the point of beginning. Said tract of land containing three and fifty-four hundredths (3.54) acres, more or less.

Corrected as to Engineering Data

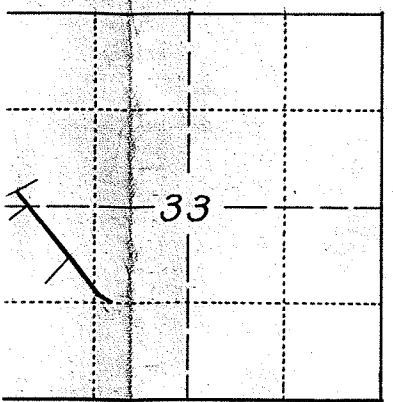




Location P.  
SEC. 33, T. 32



57



33  
 38-88  
 38-88  
 38-88

Location Plat  
SEC. 33, T32S, R7E.

To N.W. Cor. Sec. 33  
 N 22° 55' W  
 4303.0

PI. 37+09.5  
 Δ = 52° 24'  
 D = 524.0  
 L = 282.3  
 R = 573.7

GARCIA,  
 N. 357A.  
 31'E 1782.6

N38°31'W 282.4  
 N42°45'W 205.6  
 S35°40'W 296.6  
 N35°40'E 296.6  
 N42°45'W 737.3  
 S42°45'E 710.4  
 N38°31'W 632.9  
 N46°37'W 301.4  
 S29°04'W 228.2  
 S29°04'E 234.1

**TOMAS GARCIA.**  
 R.O.F.W. 1.07A.  
 Q.C.D. 6/9/19. Recorded 7/1/19  
 Book 209 Pg 410

R.O.F.W. IN PRIVATE ROAD.  
**G.N. GARCIA, JUAN GARCIA, & HOMER WELLS, JR.**  
 0.46A.  
 Q.C.D. 5/9/19 Recorded 5/22/19  
 Book 296 Page 272

To S.W. Cor. Sec. 33  
 S50°50'W  
 1934.1

TO SAN ELIZARIO

DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT, N.M. TEX.  
 EL PASO VALLEY DRAINAGE  
 FRANKLIN DRAIN  
 RIGHT OF WAY.  
 FIELD WORK FCS.  
 DRAWN C.E.L.

1253 L-53 EL PASO OCT. 1918

SCALE 1"=200'

1A  
 4.  
 CIA  
 7. Recorded 5/14/19  
 K 209 Page 399

To S.W. Sec. 33

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement dated December 28th, 1918, with G. N. Garcia, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the El Paso Valley Franklin Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$209.40, 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,

December 28, 1918.

POSSESSORY CERTIFICATE

Rio Grande Project,  
EL Paso, Texas, Dec. 28, 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 G. N. Garcia, in the north half of the southwest quarter and the southwest quarter of the northwest quarter, section 33, township 32 south, range 7 east, containing 3.54 acres, more or less, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner 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.

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

- - Two hundred nine and 40/100 (\$209.40) - -

.....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  
**December 28, 1918**

.....notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until **December 28, 1918**; 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 **24** 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).

January 8, 1919.

Chief of Construction,

Project Manager, El Paso, Texas.

Contract of December 28, 1918, with G. N. Garcia for  
purchase of land, El Paso Valley, Franklin Drain -  
Rio Grande Project.

1. Reference is made to the contract aforesaid,  
which was received on January 6, with your form letter  
dated January 5.

2. The Returns Office copy of the contract is en-  
closed, as the affidavit has not been executed by the  
notary.

3. Will you please have the notary execute the af-  
fidavit and date the same, after which return the contract  
to this office.

4. The contract will be transmitted to Washington  
upon receipt of the Returns copy with affidavit properly  
executed.

- - - - -

F. E. Weymouth.

Encl.

CC - D.C., El Paso, Tex.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, JAN 8 - 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated **December 28, 1918.** **Rio Grande** Project

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

With **G. N. Garcia**

Estimated amount involved, \$ **209.40** Authority No. **63 GD**  
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 El Paso Valley Franklin Drain**

**The cost of the bridge mentioned in contract is estimated at \$250.00**  
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 Engineer's Cert. **L.M. LAWSON**  
Orig. & 1 copy Rept. on Land Agreement  
**Two blueprints** *Project Manager.*

Denver, Colo., **Jan. 13**, 1919.

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

Inclosures: **1 Orig. & 3 copies form letter**  
**1 Orig. & 2 copies contract**  
**1 " cert. of necessity**  
**1 blue print**  
**1 Orig. report on land agreement.**

**F. E. Weymouth,**  
*Chief of Construction.*

6-4533

Washington, D. C., **JAN 31 1919**

Contract (and bond, if any,) was approved by **MORRIS BIEN,**  
*Assistant to the Director.*

*W.P.M.*  
Original enclosed for record  
and further appropriate action on **JAN 31 1919**

**JAN 17 19 91487**

CFH:T

El Paso, Texas,

February 6, 1919.

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

Gentlemen:

Please furnish title guaranty for 3.54 acres of land to be transferred by G. N. Garcia to the United States of America, this land lying in the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 33, Township 32 South, Range 7 East, being part of a tract of about 22 acres and an unnumbered survey of the San Elizario Grant.

We are today calling upon Mr. Garcia for warranty deed, which will be joined in by his wife and will at once place the instrument on record. The consideration to be paid is \$209.40.

Yours very truly,

F.W.DENT  
By G.F.Harvey  
District Counsel.



CEH:T

El Paso, Texas,

February 6, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is  
agreement to sell dated December 28, 1918, running from  
G. N. Garcia to the United States of America.

Yours very truly,

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

Enc 1.

Franklin Drain

FEB 1 1919

Assistant to the Director

Chief of Construction, Denver, Colo.

Agreement dated Dec. 28, 1918, with G. N. Garcia, Purchase of  
Right of Way for El Paso Valley, Franklin Drain, Rio Grande  
Project.

1. By your reference dated Jan. 15, 1919, this office is in receipt of the above mentioned agreement transmitted with Project Manager's form letter of Jan. 3, 1919.

2. The 15th line of the description reads: "thence North 42° 45' west, 205.6 feet." This does not show on the blue print. Using the given sides and closing the traverse to find this missing side, we get N. 43° 22' west 207.5 feet. If we use N. 42° 45' west 205.6 feet and compute the traverse it closes as to N. - and S.- but is 2.9 feet out as to E.- and W.-. However, this distance is probably close enough but to properly check a land description of this kind the accompanying blue print plat should be complete and accurate.

3. The agreement describes two ties to the NW corner of Sec. 33. The blue print gives the course and distance of both these ties, but does not show to what the ties are made. Therefore, there is no way of checking this part of the description and it must be taken for granted it is correct.

4. Report of land agreement at par. 6, giving the values of the several classes of land to be acquired shows:

2.24 acres alfalfa, \$60 an acre	(\$134.40)
1.30 " cultivated, 50 " "	65.00
	<u>(\$199.40)</u>

5. The monetary consideration to be paid the vendor for the land desired for acquisition is \$209.40 making a difference of \$10.00 between amounts shown for the different classes of land and the monetary consideration. The Project Manager in his certificate dated Dec. 28, 1918, accompanying the papers states that \$209.40 is reasonable and the lowest that could be obtained. However, if an error was made in arriving at this figure (\$209.40) appropriate correction should be made in the agreement and initialed by the parties thereto before it is recorded.

6. Agreement has been approved and the original returned to the Project Manager for appropriate action in accordance with the above.

7. Please advise this office of the action taken in order that our records may be complete.

Copy to F. M. El Paso, and D. C. El Paso, Tex.

CFH:T

El Paso, Texas,  
March 5, 1919.

Mr. G. N. Garcia,

Clint, 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, 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.

As soon as the matter is in proper shape we will submit a warranty deed which you will sign and return to this office, but the matter of the abstract in connection with the title guaranty company should have immediate attention.

Yours very truly,

C.F. Harvey

Asst. District Counsel.

El Paso, Texas, March 1, 1919.

From: Project Manager.  
To: Director and Chief Engineer (Thru Chief of Construction)  
Subject: Agreement dated December 28, 1918, with G.N. Garcia,  
for purchase of right of way for El Paso Valley Franklin  
Drain - Rio Grande Project-New Mexico-Texas.

1. Receipt is acknowledged of letter of February 21st from Chief of Construction with reference to letter of February 1st from Assistant to Director to Chief of Construction.

2. In reference to paragraphs 4 and 5 of letter of February 1st, above mentioned, you are advised that the difference of \$10.00 was added to the money consideration to be paid to the contractor as in negotiating for this right of way with the land owner, it was agreed that the United States would bear the expense of the title guaranty, which will be used in this instance. It is appreciated that the \$10.00 might have been eliminated from the total amount here to be paid and the contractor been relieved of any expense in the matter by striking out paragraph 2 of the agreement to sell. However, as contract for furnishing title guaranties had not, at the time of entering into the agreement with Garcia, been completed, and for the further reason in this connection as given in letter of February 17th in regard to the Margaret Buckler purchase, we thought it best to conduct the transaction as it has gone thru. Contract with the title guaranty people was submitted a few days ago for approval and with this contract on file we will feel more at liberty to make the cost of title certificates a direct charge to the United States where necessary.

3. Referring to paragraph 2 of letter of February 1st, the course in question has been inserted on the right of way plat. It has been checked and rechecked for closure and according to our computations the course North 42°45' West, 205.6 feet is correct and closes. A copy of our original computations is enclosed herewith for your inspection, and it may help in discovering the error.

4. Referring to paragraph 3 of letter of Feb. 1st, the section corners to which the ties are made have been designated on the plat, a blueprint of which is enclosed herewith.

- - - - -  
L.M. LAWSON

RIGHT OF WAY G. N. GARCIA, FRANKLIN DRAIN, Rev. 10-22-18

Bearing.	Dist.	N.	S.	E.	W.	D.L.	North	South
N. 35° 51' W.	(1) 718.0	582.0			420.5	697.7	406061.40	
N. 37° 47' W.	(2) 226.5	179.0			138.8	138.4	24773.60	
N. 72° 22' E.	(3) 76.9	23.3		73.3		73.3	1707.89	
S. 38° 31' E.	(4) 1782.6		1394.8	1110.1		1256.7		1752845.1
S. 54° 14' E.	(5) 273.0		159.6	221.5		2588.3		413092.68
S. 38° 15' W.	(6) 133.9		105.2		82.9	2726.9		286869.88
N. 29° 04' W.	(7) 228.2	199.5			110.9	2533.1	505353.45	
N. 42° 45' W.	(8) 737.3	541.4			500.5	1921.7	1040408.38	
S 35° 40' W.	(9) 20.4		16.6		11.9	1409.3		23394.38
N. 42° 45' W.	(10) 205.6	151.0			139.6	1257.8	189927.80	
							2168232.52	2476202.1

(1) 582.0	(2) 179.0	(3) 23.3	(4) 1394.8	(5) 159.6
.81055	.79033	.30292	.78243	.58449
718.0	226.5	76.9	1782.6	273.0
.58567	.61268	.95301	.62274	.81140
420.5	138.8	73.3	1110.1	221.5

Diff. = 2)  $\frac{307969.58}{153984.79}$  s

(6) 105.2	(7) 199.5	(8) 541.4	(9) 16.6	(10) 151.0
.78532	.87406	.73432	.81242	.73432
133.9	228.2	737.3	20.4	205.6
.61909	.48583	.67880	.58307	.67880
82.9	110.9	500.5	11.9	139.6

Area = 153984.79 sq.ft. = 3.54 acres.

FEB 23 1919

*Heil*

## DEPARTMENT OF THE INTERIOR

## UNITED STATES RECLAMATION SERVICE

DENVER, COLORADO February 21, 1919.

From Chief of Construction,

To Project Manager, El Paso, Texas.

Subject: Agreement dated December 28, 1918, with G. N. Garcia, for purchase of right of way for El Paso Valley, Franklin Drain - Rio Grande Project, New Mexico - Texas.

1. Reference is made to letter of February 1, 1919, from the Assistant to the Director to the Chief of Construction, stating that the aforesaid contract was approved and the original returned to you for appropriate action, in accordance with certain comment mentioned in that letter, copy of which was sent to you and the District Counsel at El Paso, from Washington.

2. It will be noted that the Assistant to the Director asks to be advised of the action taken in order that the records of the Washington office may be complete.

3. Will you, therefore, please make reply to each of the questions raised in the letter of February 1, from the Assistant to the Director, making such reply in duplicate through this office.

CC-D.C., El Paso, Texas.

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*F. W. Reynolds*

March 7, 1919.

Acting Chief of Construction,

Director, Washington.

Agreement dated December 28, 1918, with G. N. Garcia, for purchase of right of way for El Paso Valley, Franklin Drain - Rio Grande Project, New Mexico-Texas.

1. Reference is made to letter of February 1 to the Chief of Construction from the Assistant to the Director, regarding the agreement indicated above.

2. There are enclosed, herewith, the following:

Copy of letter dated February 21, 1919, from the Chief of Construction to Project Manager, El Paso.

Original letter of March 1, 1919, from the Project Manager, El Paso, to the Director.

Original computations and plat mentioned in paragraphs 3 and 4 of last-mentioned letter.

3. The questions raised in letter of February 1, from the Assistant to the Director, appear to be satisfactorily explained by the Project Manager in his letter of March 1, and it is recommended that his explanation be accepted and the matter closed.

4. This office has a copy of the Acting Chief Counsel's letter of February 12, 1919, to the District Counsel at El Paso, regarding contract of December 10, 1918, with Margaret Buckler, but not a copy of the letter dated February 17, referred to in paragraph 2 of the Project Manager's letter of March 1, which letter of February 17 is apparently a reply by the District Counsel or Project Manager to the Acting Chief Counsel's letter of February 12.

4 enclosures as stated par. 2 above.

CC-W.M., El Paso, Tex.  
D. O., El Paso, Tex.

CFH:T

El Paso, Texas,  
March 10, 1919.

Mr. G. N. Garcia,  
Clint, Texas.

Dear Sir:

Enclosed is warranty deed transferring to the United States right of way across your land for the Franklin Drain. Please have your wife join in this deed when executing it and return same to this office, without delay.

In accordance with your wishes, we are ordering title guaranty covering this land, but it will, of course, be necessary to have the deed executed and recorded before the title guaranty can issue.

Please furnish a United States Internal Revenue Stamp for 50¢ for the warranty deed. This stamp must accompany instruments of conveyance and it is customary for the grantor to supply the stamp.

Yours very truly,

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

Enc 1.



Assistant to the Director

Chief of Construction, Denver, Col.

Agreement dated December 28, 1916, with G. M.  
Garcia, for purchase of right of way for El  
Paso Valley, Franklin Drain--Rio Grande Project,  
New Mexico--Texas.

1. Your letter of March 7, 1919, with enclosures  
mentioned therein received.

2. The Project Manager's explanation is satis-  
factory and the matter may be considered closed.

Copy to P.M. El Paso, Tex.  
P. O. El Paso "

CFH:T

El Paso, Texas,

April 2, 1919.

Stewart Title Guaranty Co.,  
Two Republics Bldg.,  
El Paso, Texas.

Gentlemen:

Under date of February 6th we made request for title guaranty to 3.54 acres of land to be transferred by G. N. Garcia to the United States of America, stating that we were on that day calling upon Mr. Garcia for warranty deed.

There has been considerable delay in this matter and we have only today succeeded in securing warranty deed for this transfer. Same is being sent to the County Clerk for official record and we ask that you kindly give the matter of the title guaranty your early attention.

Yours very truly,

P. W. Dent  
By CFH  
District Counsel.

CFH:T

El Paso, Texas,  
March 31, 1919.

Mr. G. N. Garcia,

Clint, Texas.

Dear Sir:

Under date of March 10th we transmitted warranty deed to be executed by yourself and wife covering land taken for the Franklin Drain. As stated in our letter of March 10th it will be necessary to have this deed back here duly executed in order that we may record it before the title guaranty can issue. Please do not neglect this matter.

There is enclosed herewith an affidavit as to the length of time you have been in possession of this land, which kindly execute and return with the warranty deed. The affidavit as to possession is left blank at the place where the number of years is to be stated which you have been in actual possession. We ask that if such is the fact, you fill this space in for at least ten years.

As stated in our letter of the 10th you will note that the warranty deed requires a 50¢ U.S. Internal Revenue stamp, which it is customary for the grantor to supply.

Yours very truly,

P.W.Dent

District Counsel.

AFFIDAVIT AS TO POSSESSION

STATE OF TEXAS :  
                  : ss.  
COUNTY OF EL PASO:

I, G. N. Garcia, do solemnly swear that to my personal knowledge the land described in the contract dated December 28th, 1918, made between myself and the United States of America, which land is located in N $\frac{1}{2}$  of SW $\frac{1}{4}$  & SW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 33, T. 32 S., R. 7 E., U.S.R.S. Survey, containing 3.54 acres, more or less

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 ten 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.

G.N.Garcia

Subscribed and sworn to before me at El Paso, Texas, this 2nd day of April, A.D., 1919.

GEO.W.Hoadley

(SEAL)

Notary Public in and for El Paso County, Texas.

My commission expires June 1st, 1919.

THIS IS TO CERTIFY That I have examined the official  
tax records<sup>in</sup> relation to 3.54 acres of land granted to the  
United States by G. N. Garcia by deed dated April ~~4~~<sup>1st</sup>, 1919,  
this land being in El Paso County, Texas, and find that all  
taxes due and payable on said land up to date of said were  
paid in full.

C. F. HARVEY

Clerk.

El Paso, Texas,

April 2, 1919.

CFH:T

El Paso, Texas,  
May 9, 1919.

Mr. G. N. Garcia,

Clint, Texas.

Dear Sir:

The Stewart Title Guaranty Company advise us that they have completed your abstract of title and find from this that there is a judgment against you of \$179.76 in favor of the Western Grocery Company. This judgment of record operates as a lien against all real property held by you in El Paso County. It will be necessary for you to satisfy this judgment of record before title guaranty can issue. We understand that you made the proposition to satisfy this judgment at once as soon as you received your check from the Government. This, however, will not fulfill the necessities of the case. The United States would be pleased to pay this judgment for you and make a deduction therefor, except that the amount of the judgment is, compared with the amount due you, relatively too large.

As title <sup>guaranty</sup> will issue as soon as you have paid this judgment, it will be possible for us to draw a check without further delay at that time, and we believe it should make little difference to you whether you satisfy this judgment immediately before or after closing the transaction.

Yours very truly,

PWDent by CFH  
District Counsel.

CFH:T

El Paso, Texas,  
April 2, 1919.

County Clerk,  
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is  
warranty deed dated April 1st, 1919, running from G. N.  
Garcia and wife to the United States of America.

Yours very truly,

FWDent

By CFH  
District Counsel.

Enc 1.

Agreement dated Dec. 28, 1918.  
Franklin Drain.