

780 GARCIA, THOMAS, SR.

QUITCLAIM DEED

065 FRANKLIN DRAIN

S. E. L. 26-4

~~16~~(31) TEXAS

0023-0082-0031-00
780

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, Notary Public..... in and for
El Paso County, Texas, on this day personally appeared.....
Tomas Garcia, Sr.

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.....9th..... day of..... June....., A. D. 19.....19

My com.ex. June 1, 1921.

(SEAL)

.....Geo. W. Hoadley
.....Notary Public.

THE STATE OF TEXAS. }

COUNTY OF EL PASO. }

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

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

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

THE STATE OF TEXAS. }

COUNTY OF EL PASO. }

I.....Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the.....
day of....., A. D. 19..... with its certificate of authentication, was filed for record in my
office this..... day of....., A. D. 19....., at.....o'clock.....M.
and duly recorded the..... day of....., A. D. 19....., at.....o'clock.....M.
in the records of said County, in Volume.....209.....on Pages.....410.....

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.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, Tomas Garcia, Sr., a single man,

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 me in hand paid by The United States of America, pursuant to the Act of Congress dated June 17, 1902 (32 Stat., 388)

of the County of _____, and _____ of _____, 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, its

_____ assigns all my 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 one mile northeast of the town of San Elizario, Texas, in the north half of the southwest 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 northerly boundary of the road connecting San Elizario with the El Paso to Fabens paved road, common to the properties of grantor herein, J.F. & O.A. Critchett, and a private road owned jointly by G.N. Garcia, Juan Garcia and Homer Wells, Jr., from which point the southwest corner of said section 33 bears south 50°50' west, 1934.1 feet; running thence north 46°37' west, 301.4 feet; thence north 38°31' west, 632.9 feet to the northwest corner of the tract of land herein described from which point the southwest corner of said section 33 bears south 24°44' west, 2118.1 feet; thence north 35°40' east, 29.6 feet along the private road hereinbefore referred to; thence south 42°45' east, 710.4 feet along said private road; thence south 29°04' east, 234.1 feet along said private road to the point of beginning; said tract of land containing one and seven hundredths (1.07) acres, more or less.

TO HAVE AND TO HOLD all my 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, its

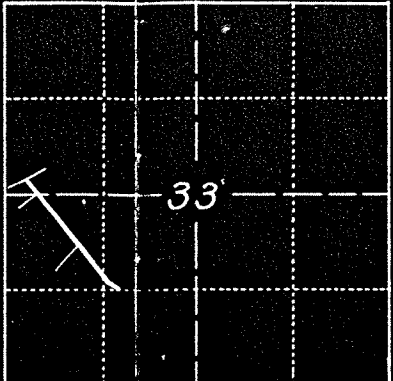
_____ assigns forever.

WITNESS my hand this the 9th day of June, 19__ A. D. 19__

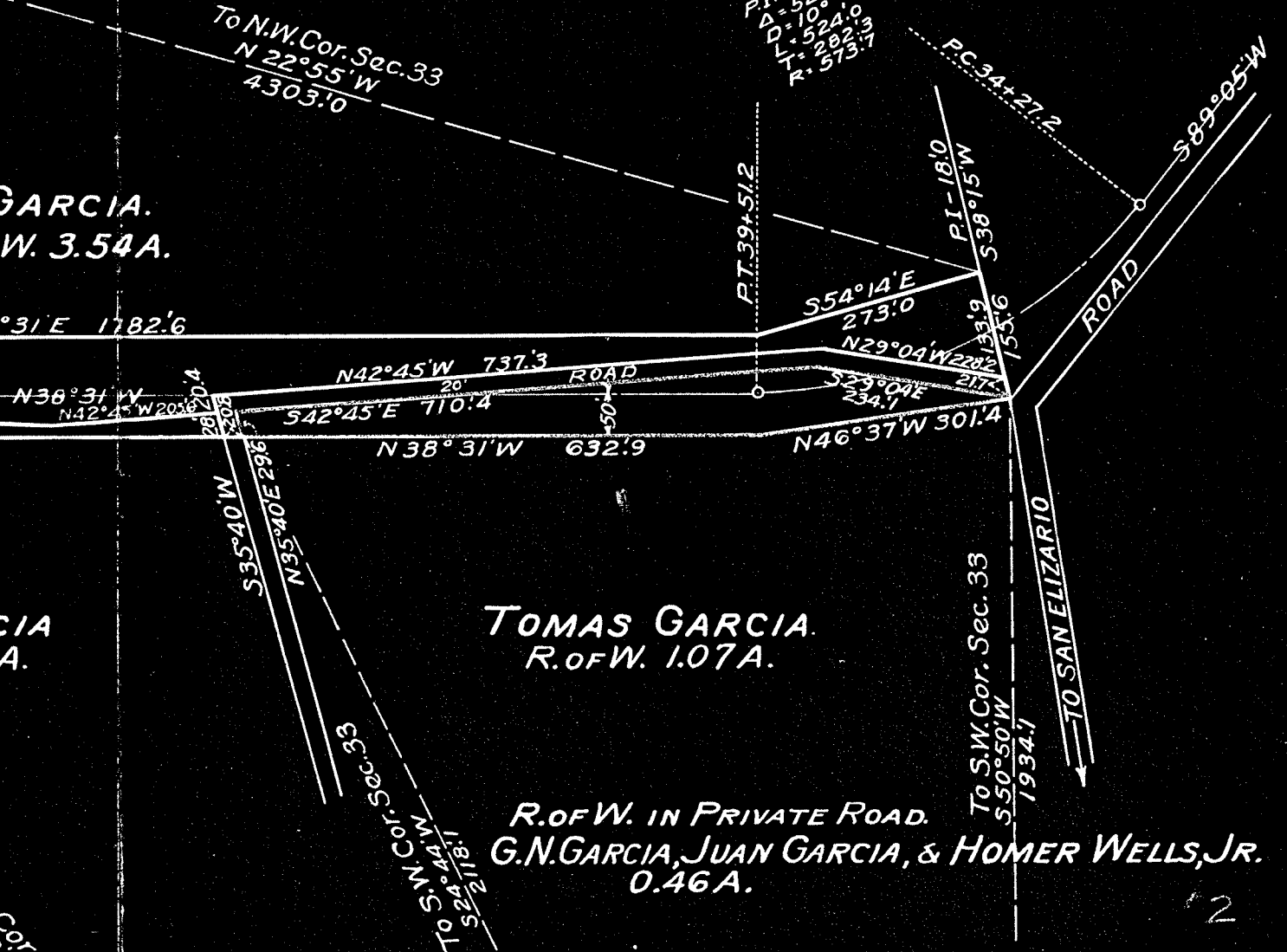
Witnesses at Request of Grantor:

Tomas Garcia, Sr.

Correct as to Engineering Data S.W.A.



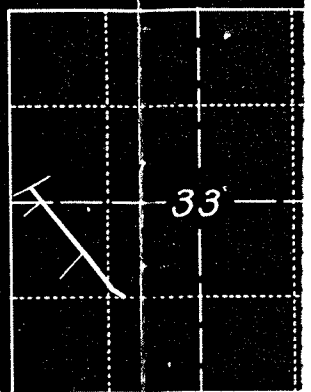
Location Plat
SEC. 33, T. 32 S, R. 7 E.



SCALE 1"=200'

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 F.C.S.
DRAWN C.E.L.
1253 L-53 EL PASO OCT. 1918



Location Plan
SEC. 33, T. 32 S., R. 35 W.

To NW Cor. Sec. 33
N8°07'W
2433.6
P.I. 61+06.9
Δ = 25°04'
D = 4°
L = 626.7
T = 318.5
R = 1432.7

PC 57+88.4
76.9 N72°22'E
577+60.5

G. N. GARCIA.
R. OF W. 3.54A.

S38°31'E 1782.6

N37°47'W 226.5
N38°31'W 267.8

70'
N35°51'W 718.0
500.0
N38°31'W 935.1

N38°31'W
218'
N42°45'W 200.0
287.0
270.8

JESUS MONTES.
R. OF W. 0.27A.

JUAN GARCIA
R. OF W. 0.55A.

S32°33'W
551+36.4
S68°35'W
(Not a Property Line) 501+26.7

To S.W. Cor. Sec. 33
S56°32'W
2672.7

S25°40'W
287.0
270.8

5

~~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..... L.M. Lawson
Project Manager, U. S. R. S.

..... Tomas Garcia

..... San Elizario, Texas.
P. O. address.....

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

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

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 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. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the contractor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

~~Article 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.~~

Form approved by the Secretary of the Interior
Printed Jan, 1918

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico

THIS AGREEMENT, Made this the ninth day of June
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

Tomas Garcia, Sr., a single man,

hereinafter styled Contractor, his heirs, executors, administrators, successors, and
assigns,

WITNESSETH, The parties covenant and agree that:

ARTICLE 1. The Contractor will

WHEREAS, Under even date herewith a quitclaim deed was
executed by the contractor herein, releasing and quit-claiming to
the United States of America for canal right of way for the Rio
Grande project, a certain tract of land approximately one mile
northeast of the town of San Elizario, Texas, in the North half
of the Southwest quarter of Section 33, Township 32 South, Range
7 East, U.S.R.S. Survey, containing 1.07 acres, more or less, in
County of El Paso, State of Texas; and,

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

WHEREAS, the contractor is the owner of the improve-
ments on said described land:

NOW, THEREFORE, in consideration of the sum of - - - -
Forty-one and no/100 (\$41.00) - - - 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 de-
scribed in the quitclaim deed herein referred to.

Article 1. It is understood and agreed that the United
States, its agents, officers, and employees shall at all times have

CERTIFICATE

I HEREBY CERTIFY With reference to the following described land:

A tract of land in the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ Sec. 33, T. 32 S., R. 7 E., U.S.R.S.Survey, containing 1.07 acres, more or less, County of El Paso, State of Texas, more particularly described in quitclaim deed dated June 9, 1919, running from Tomas Garcia, Sr. to the United States of America:

That the tax records of said county indicate Tomas Garcia, Sr., the reputed owner, to be the actual owner; that the land is not homestead property; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

El Paso, Texas,
June 30, 1919.

CFHarvey

Clerk.

El Paso, Texas,

June 30, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
quitclaim deed dated June 9, 1919, running from Tomas
Garcia, Sr. to the United States of America.

Yours very truly,

CHarvey

Enc 1.

Asst. Dist. Counsel.

Franklin Drain

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, SEP 5 - 1919, 19

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

Subject: Forwarding ~~contract for approval~~ quitclaim deed for acceptance and filing deed

Agreement dated June 9, 1919. Rio Grande Project

Executed ~~on behalf of U.S.~~ by Tomas Garcia, Sr.

with To United States of America

Estimated amount involved, \$ 0

Authority No. 63-0 a
or clearing acct.

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

Purpose:
(See instructions on back.)

Donation of right of way for Franklin Drain.

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

Encls: Original deed,
cert. as to title,
1 blueprint.

L.H. Lawson
Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

6-4513

Washington, D. C. SEP 22 1919

Accepted by MORRIS BIEN,

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

on SEP 20 1919

SEP 10 '19 2499