

710. JURADO, MIGUEL et. ux. Maria Antonio

WARRANTY DEED

FRANKLIN DRAIN

~~See: 20-1, 19~~

0023-0080-0053-00

~~14 (59) TEXAS~~

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, Miguel Jurado and Maria Antonio Jurado, husband and wife,
of the County of El Paso, State of Texas, in consideration of the sum of
One hundred seventy-four and 0/100 (\$174.00) DOLLARS,

to us in hand paid by The United States of America, pursuant to the
Act of Congress of June 17, 1902 (32 Stat. 388), and acts supplemental
thereto and amendatory thereof,
the receipt of which is hereby acknowledged
has been 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 mile south of the town of Sedorro,
Texas, in the southeast quarter of the southwest quarter of sec. 18, T.
_____ S. _____ E. _____ N., United States Reclamation Service survey, being more par-
ticularly described as follows: Beginning at the southeast corner of
said tract of land herein described, which is a point on the property line
between land of the grantors herein and Josefa Martinez, from which point
the southeast corner of said sec. 18 bears S. 80° 37' 20" E. 1896.7 feet;
thence S. 80° 37' 20" E. 19.2 feet along said property line; thence S. 80° 37' 20" E.
1896.7 feet west line of way line of north side lateral; at 99.4 feet,
east line of way line of said north side lateral; at 722.8 feet, point
of property line between land of the grantors herein and Josefa
Martinez; thence S. 80° 37' 20" E. 1896.7 feet along said property line; thence
S. 80° 37' 20" E. 19.2 feet, east line of way line of said north side
lateral; at 678.2 feet to point of beginning; said tract of land containing
one and ninety-four hundredths (1.94) acres, more or less, seventeen-
hundredths (0.17) acre of which is occupied by said north side lateral
and the remainder, or one and seventy-four hundredths (1.74) acres, being
the same herein conveyed with tract of land herein conveyed also being
a part of the land granted by deed dated February 2, 1915, running from
Miguel Jurado, et al., to Miguel Jurado, one of the grantors herein,
recorded at page 341, book 528, of books of the official records of El
Paso county, Texas;

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, its

heirs and 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, its

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.
WITNESS our hand & at Ysleta Texas this 15th day of
January, A. D. 1920.

Witnesses at Request of Grantor
Witnesses to mark of Miguel Jurado:
C F Harvey
Geo W Hoadley

MIGUEL JURADO
MARIA ANTONIO JURADO

TEXAS,

COUNTY OF EL PASO.

BEFORE ME, F G Candelaria

a Notary Public in and for El Paso, County, Texas, on this day personally appeared Miguel Jurado

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 15th day of January A. D. 1920

My com. exp. June 1, 1921 F G Candelaria Notary Public in and for El Paso Co Texas

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME, F G Candelaria

a Notary Public in and for El Paso, County, Texas, on this day personally appeared Maria Antonio Jurado wife of Miguel Jurado

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 Antonio Jurado 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 15th day of January A. D. 1920

My com. exp. June 1, 1921. F G Candelaria Notary Public in and for El Paso Co Texas

THE STATE OF TEXAS,

COUNTY OF EL PASO.

I, W D Greet Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 15th day of January, A. D. 1920 with its certificate of authentication, was filed for record in my office this 19th day of February A. D. 1920, at 11:10 o'clock A. M. and duly recorded the 26th day of February A. D. 1920 at 2 o'clock P. M. in the records of said County, in Volume 352 on pages 123

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 Greet

Clerk, County Court.

By Florence C Rock, 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.

TEXAS, }
 COUNTY OF EL PASO. }
 BEFORE ME, F G Candelaria
 a Notary Public in and for El Paso, County, Texas, on this day personally appeared
 Miguel Jurado
 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 15th day of January A. D. 1920
 My com. exp. June 1, 1921 F G Candelaria
 Notary Public in and for El Paso Co Texas

THE STATE OF TEXAS, }
 COUNTY OF EL PASO. }
 BEFORE ME, F G Candelaria
 a Notary Public in and for El Paso, County, Texas, on this day personally appeared
~~Notary Public~~ Maria Antonio Jurado wife of Miguel Jurado
 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 Antonio Jurado 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 15th day of January A. D. 1920
 F G Candelaria Notary Public in and
 My com. exp. June 1, 1921. for El Paso C o T exas

THE STATE OF TEXAS, }
 COUNTY OF EL PASO. }
 I, W D Greet Clerk of the County Court
 of said County do hereby certify that the above instrument of writing, dated on the 15th
 day of January, A. D. 1920 with its certificate of authentication, was filed for record in my
 office this 19th day of February A. D. 1920, at 11:10 o'clock A. M. and duly recorded
 the 26th day of February A. D. 1920 at 2 o'clock P. M. in the records of
 said County, in Volume 352 on pages 123
 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 Greet
 Clerk, County Court.
 By Florence C Rock, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1920

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, Miguel Jurado and Maria Antonio Jurado, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of
One hundred seventy-four and 0/100 (\$174.00) DOLLARS,

to us in hand paid by The United States of America, pursuant to the
Act of Congress of June 17, 1902 (32 Stat. 388), and acts supplemental
thereto and amendatory thereof,

the receipt of which is hereby acknowledged
has been 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 one mile south of the town of Sacramento,
Texas, in the southeast quarter of the southwest quarter of sec. 18, T,
S. 1, E. 1, United States Reclamation Service survey, being more par-
ticularly described as follows: Beginning at the southwest corner of
said tract of land herein described, which is a point on the property line
between land of the grantors herein and Josefa Higgins, from which point
the southwest corner of said sec. 18 bears S. 89°37'53" W., 1596.5 feet;
thence S. 89°37'53" W. 19.6 feet along said property line; thence S. 89°37'53" W.
120.9 feet west line of way line of north side lateral, at 90.4 feet,
east line of way line of said north side lateral; at 792.8 feet, point
of property line between land of the grantors herein and here
thence S. 89°37'53" W. 120.9 feet along said property line; thence
S. 89°37'53" W. 413.5 feet, east line of way line of said north side
lateral; at 413.5 feet, east line of way line of said north side lateral,
at 679.2 feet to point of beginning; said tract of land containing
one and ninety-one hundredths (1.91) acres, more or less, seven-tenths
(0.7) acre of which is occupied by said north side lateral,
and the remainder, or one and seventy-four hundredths (1.74) acres, being
the tract herein conveyed with tract of land herein conveyed also being
a part of the land granted by deed dated February 2, 1915, running from
page 210, et al., to Miguel Jurado, one of the grantors herein,
recorded at page 541, book 508, of books of the official records of El
Paso county, Texas;

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, its

heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and adminis-
trators, to Warranty and forever Defend, all and singular, the said premises unto the said

The United States of America, its

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

WITNESS our hands at Ysleta Texas this 15th
January, A. D. 1920.

Witnesses at Request of Grantor
Witnesses to mark of Miguel Jurado }
C F Harvey }
Geo W Hoadley }

MIGUEL JURADO
MARIA ANTONIO JURADO

El Paso, Texas, July 9, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are land contract dated March 15, 1919, signed by Miguel Jurado and wife, and quitclaim deed dated March 4, 1919, running from the same parties to the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

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

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this the _____ day of _____
nineteen hundred and _____, 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 _____

hereinafter styled Contractor, _____, their 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 Contractors herein, releasing and quitclaiming to
the United States of America for canal right of way for the Rio
Grande project, a certain tract of land approximately 1 mile south
of the town of Socorro, Texas, in the southeast quarter of the
southwest quarter of Section Eighteen (18), Township Thirty-two
(32) South, Range Seven (7) East, United States Reclamation Ser-
vice survey, El Paso County, Texas, containing one and seventy-
four hundredths (1.74) acres, more or less; 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 Contractors are the owners of the improve-
ments on said described land:

NOW, THEREFORE, in consideration of the sum of One
hundred seventy-four and no/100 (\$174.00) Dollars, the value of
said improvements, to the contractors in hand paid by the United
States, the receipt whereof is hereby acknowledged, the Contractors
hereby waive and release the United States from any and all claims
of whatever nature by reason of the damage that the contractors
have suffered or may hereafter suffer as a result of the operations
of the United States Reclamation Service on said tract of land as
described in the quitclaim deed herein referred to.

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

go upon said described land for the purpose of surveying, constructing, repairing, operating, and maintaining said Franklin Drain and other operations of the Reclamation Service incident thereto, and any cause of action arising from damage to crops or other improvements thereon belonging to the Contractors that may result in consequence of such entry is hereby waived by the contractors as hereinabove provided.

Article 2. 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 25 plus 06 of the North Side Lateral, of the Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said bridge at the point mentioned. It is further understood and agreed that the contractors shall maintain said structure in good condition at all times and that the United States does not assume any obligation for maintenance, repair, or reconstruction, or liability for any damage occurring from lack of proper maintenance of said structure.

Article 3. The contractors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay to any third person in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the contractors in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, upon 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.

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

ARTICLE 4.... 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 5.... 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 6.... 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.....
Project Manager, U. S. R. S.

Maria Antonia Durado
Angel G. Urada
Contractor:

P. O. address..... *Yalta Texas*

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.

El Paso, Texas, June 25, 1919.

Mr. Miguel Jurado, (Sent care Mrs. Hardie, Box 44,
Socorro, Texas. Ysleta, Texas.)

Dear Sir:

We are in receipt of letter of June 24 which Mrs. Hardie has written for you, and we note that you have no abstract of title to your land. As the title guaranty would be an extra charge no matter what the abstract cost, we think it best to arrange another transaction whereby settlement can be made with you at less cost and undoubtedly in much less time than it would take to secure an abstract.

We will prepare a donation deed for the property, at the same time letting you sign an agreement by way of a separate instrument to the effect that the United States will pay you \$174 for improvements on and general damage and deterioration in values of the land. The deed will be recorded and as soon as it is recorded and then sent to our Washington office for acceptance, we will forward the contract for payment of the money for approval, which approval and payment should take place immediately after the acceptance of the deed.

We also desire to secure information as to how long you have been in possession of this land, and to examine your deed to it. Kindly bring the deed to this office, and at that time we will have the other papers prepared for your signature and you can sign them here, where we may be assured that it is done in the proper manner. It will be necessary for your wife to sign also, so she had better accompany you to our office.

This transaction relates to the Franklin drain, and if there is another ditch across your property, we have no information of it in this office. This is a matter that you could well take up with Mr. Hoadley, our right of way man, when you call at the office.

Kindly do not delay action.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, November 4, 1919.

From District Counsel

To Edwin H. Peery, District Counsel, Denver, Colo.

Subject: Opinion on title to land to be purchased from Miguel Jurado and wife under contract with them dated March 15, 1919 - Rio Grande project.

1. This opinion relates to 1.74 acres of land described in the above mentioned agreement, the description appearing also at page 8 of the abstract of title and also being shown on the attached blueprint. This purchase is for right of way for the Franklin drain.

2. The land to be acquired by the United States is part of the "Town of Socorro," the grant to this town being evidenced by patent dated September 23, 1876, running from the Governor of the State of Texas to the inhabitants of the town. The patent is "by virtue of an abstract of the State of Texas confirming said grant of the Spanish government approved February 11, 1858." The above described patent from the State of Texas does not appear in the abstract made for this title, but a copy of the patent is attached, and when the abstract is finally closed we will have the abstractor embody the patent in it.

3. Under date of January 7, 1888, the corporation of the Town of Socorro, by its mayor, deeded 13 acres of land to Agapito Jurado, and under date of February 2, 1915, this party, then a widower, but whose wife was living on January 7, 1888, the date of the above described corporation deed, conveyed 7.55 acres, which is a portion of the 13 acres described in the corporation deed, to Miguel Jurado. The relation that this tract of 7.55 acres bears to the 13 acres described in the corporation deed is shown on a tracing prepared by our engineering section, which is inclosed herewith. No map is embodied in the abstract, but if you think it necessary we will be glad to call upon the abstractor for a plat showing these tracts.

4. In this deed of February 2, 1915, Agapito Jurado is joined by a son, Andres Jurado, described as a widow (meaning widower), and Miguel Jurado Jr., a grandson, who is a son

El Paso, Texas, July 21, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

With reference to the tract of land to be acquired from Miguel Jurado, for which you are preparing an abstract, this is to advise that the tract is crossed by the north side lateral, which contains 0.17 acre. Our description runs to one tract containing 1.91 acres over-all, and we have already secured a donation deed from Jurado for the 0.17 acre contained in the north side lateral, recorded in book 322, page 520. A complete description of the tract you are abstracting appears in an agreement to sell dated March 15, 1919, which was sent for record on the 9th instant.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, ~~January 17, 1920.~~

FEB 19 1920

Pioneer Abstract Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith, to be brought down to date, including warranty deed from Miguel Jurado et ux. dated January 15, 1920, which is being sent for record to-day, and any other muniments relating to the land, is abstract No. 16806.

Also, have certificate of taxes brought down to date, and include "Patent" dated September 23, 1876 (Book G, p. 90) from the Governor of Texas to Inhabitants of the Town of Socorro.

Very truly yours,

P. DENT

District Counsel.

incl.

El Paso, Texas, ~~January 17, 1920.~~

FEB 1 9 1920

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

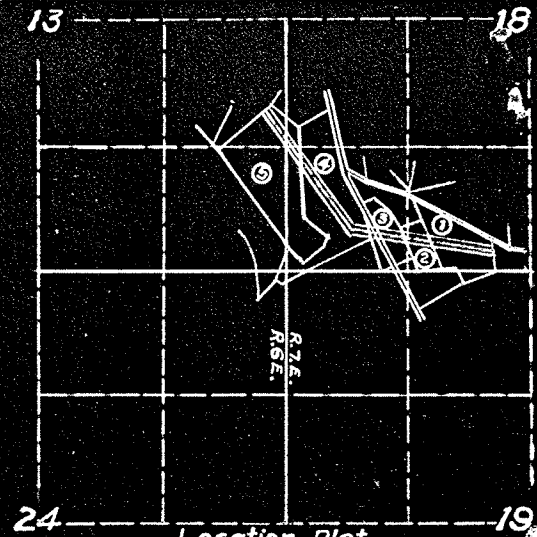
Transmitted herewith for official record is warranty deed dated January 15, 1920, running from Miguel Jurado et ux. to the United States.

Very truly yours,

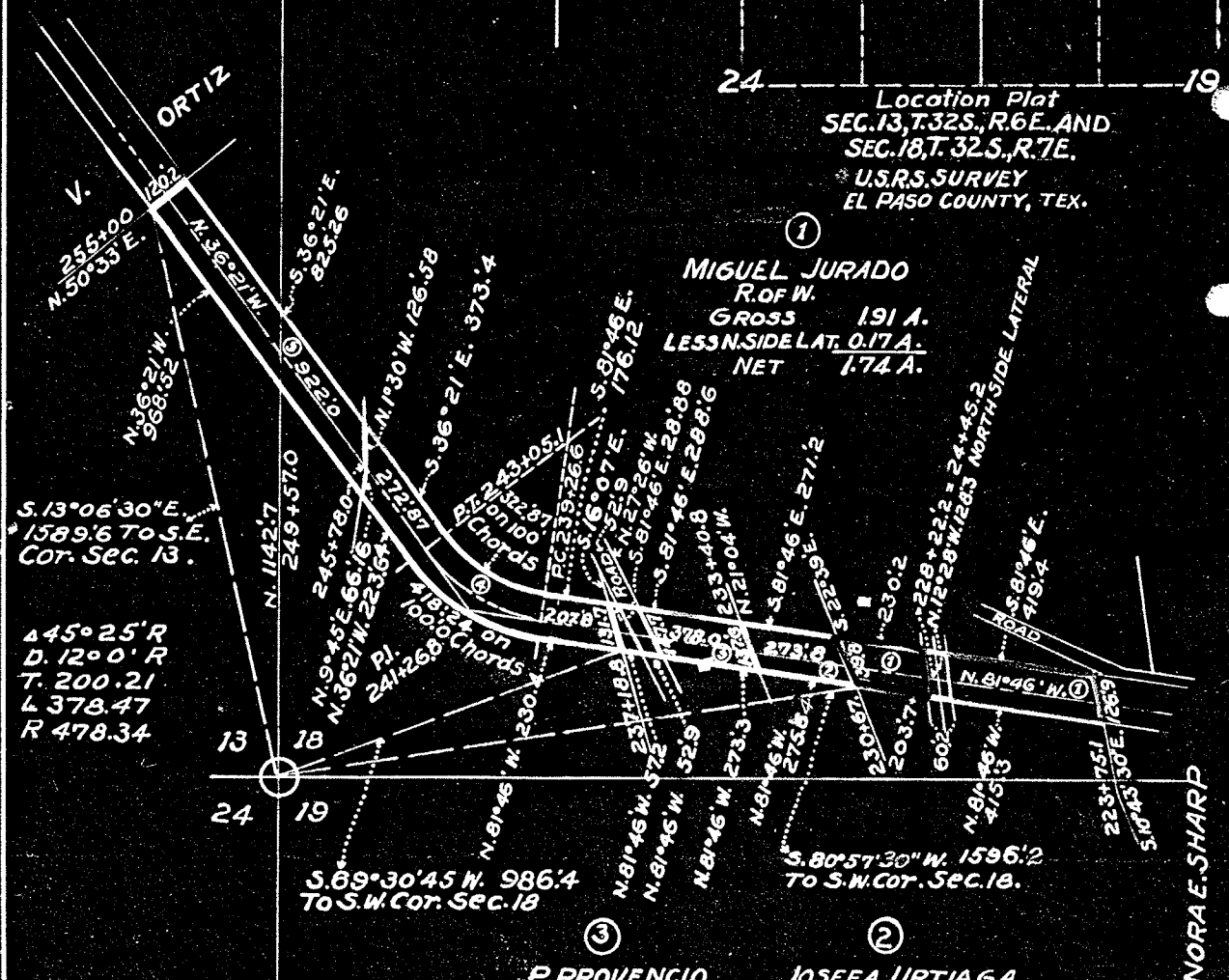
P W DENT

District Counsel.

incl.



Location Plat
 SEC. 13, T. 32S., R. 6E., AND
 SEC. 18, T. 32S., R. 7E.
 U.S.R.S. SURVEY
 EL PASO COUNTY, TEX.



①
MIGUEL JURADO
 R. OF W.
 GROSS 191 A.
 LESS N. SIDE LAT. 0.17 A.
 NET 174 A.

③
P. PROVENCIO
 R. OF W.
 GROSS 104 A.
 LESS ROAD 0.15 A.
 NET R. OF W. 0.89 A.

②
JOSEFA URTIAGA
 R. OF W.
 0.75 A.

⑤
C.J. ANDERSON
T.B. DOCKERY
 R. OF W.
 249 A.

④
E. MITCHELL
 R. OF W.
 239 A.
 "SOCORRO GRANT"
 SUR. NO. 166.

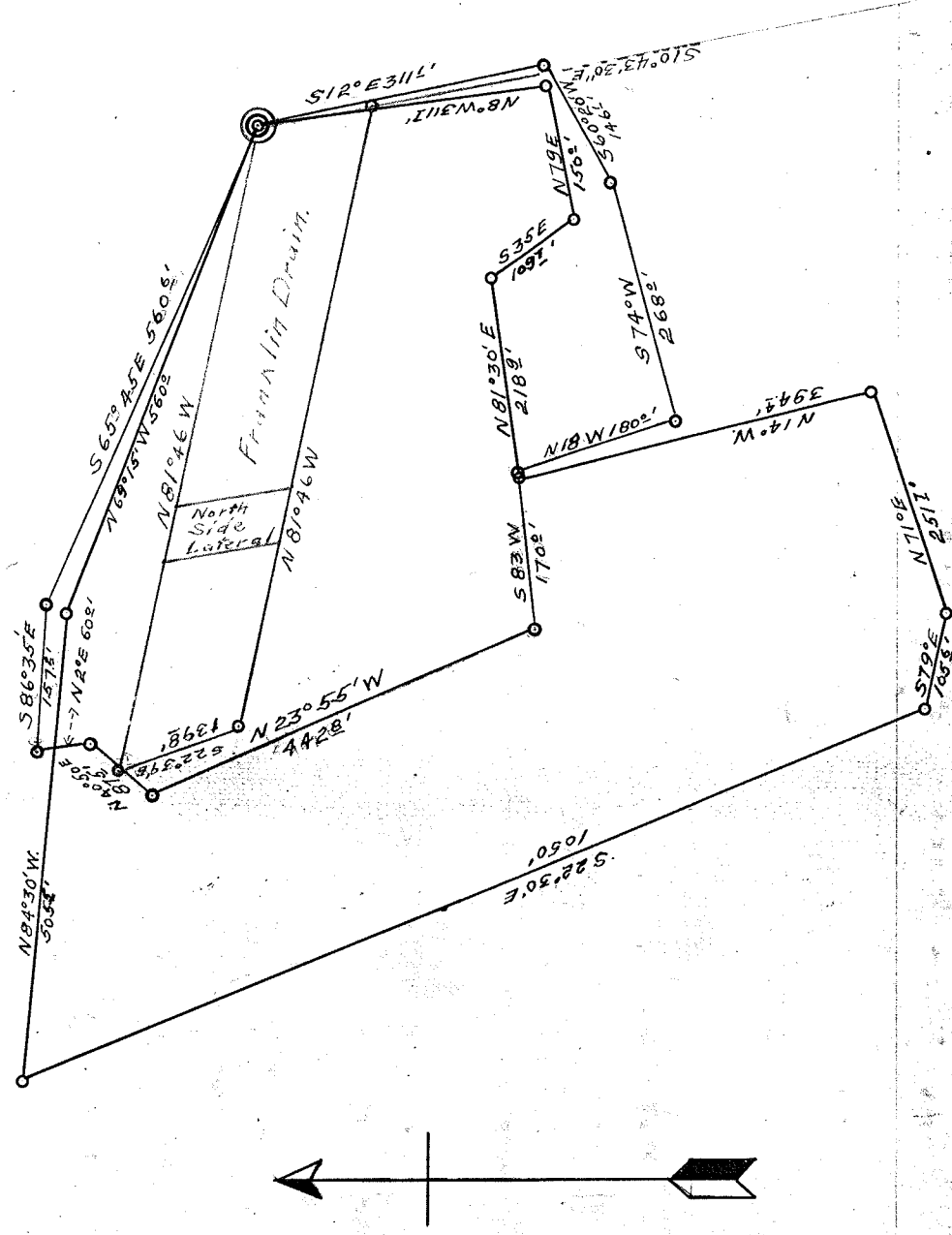
NO. 10

SCALE: 1" = 500'

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

FIELD WORK: F.C.S.
 DRAWN: T.J.L. CHECKED: A.Q.D.
 1253 L53 EL PASO MCH. 1919.

- Corporation Deed to Agapito Jurado.
- Agapito Jurado to Miguel Jurado.
- Right of Way Franklin Drain.



CH

El Paso, Texas, July 9, 1919.

Pioneer Abstract Company.

El Paso, Texas.

Gentlemen:

Please prepare an abstract of title to land owned by Miguel Jurado in $SE\frac{1}{4}$ $SW\frac{1}{4}$ sec. 18, T. 32 S., R. 7 E. The land to be abstracted is 1.91 acres as shown on the attached blueprint, and it lies about one mile south of the town of Socorro, in the Socorro Grant. The abstract should begin with the deed running from the Grant and need not contain matters showing foundation of title in this Grant or laws relating thereto.

We understand that the present owner holds by a deed running from his father, who was the original grantee, and this deed has recently been put on record as entry No. 12921.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, July 9, 1919.

Mr. Miguel Jurado,
Care Mrs. Elizabeth Hardie,
Ysleta, Texas.

Dear Sir:

Mrs. Hardie called at our office this morning and delivered your letter of July 4.

We note that you do not wish to enter into the transaction proposed in our communication of June 25, and we are therefore ordering abstract of title. As intimated in our letter of June 25, we cannot pass title on title guaranty when the United States has to supply the abstract, and the course now to be pursued will involve formal examination by the Reclamation Service officials of the abstract when it is prepared. Mrs. Hardie stated that your title was in perfect condition, which we sincerely trust proves to be the fact, as otherwise you may be put to considerable trouble and delay, and it is our experience that many slight imperfections often develop from examination of an abstract which the landowner never knew of.

In stating in our former letter that we would be glad to have you sign a deed and contract in connection therewith, we had no doubt that you would be willing to do so, in view of the fact that you have already signed papers of identically the same nature and legal effect for the northside lateral right of way. Mrs. Hardie, in undertaking to represent you in the Franklin drain transaction, stated to us this morning that you would regard the same papers in the present instance as little less than coercion on the part of the Reclamation Service looking to a deal that you were utterly opposed to. We are entirely unable to understand your present attitude and trust that you are not being misrepresented.

Your transaction differs from that put through for Mrs. Hardie in that Mrs. Hardie had an abstract of title which could be used for the purpose of securing a title guaranty. As stated in our letter of June 11, we asked you to produce an abstract of title, and if you had done so or could do so, we could put through

your transaction in the same manner as Mrs. Hardie's. However, the proposition is now fundamentally different from Mrs. Hardie's in that you have no abstract, and this considerable difference does not at all lie in any fault of this office. So far as any comparison goes between what arrangements can be made in the case of two landowners, one is seldom an argument for the other as there are always sure to be slightly varying circumstances that have very essential bearing on what is best to be done in the particular case in order that the purchase may be closed up in the most expeditious manner possible.

Again referring to the matter of settlement for the north side lateral right of way, you are advised that your donation deed for this right of way has been sent for record, and we will soon be able to make payment for the amount due you, \$68, under the contract.

Very truly yours,

C F HARVEY

Assistant District Counsel.

Socorro Texas
P.O. Ysleta
July 4-1919

Mr. G. F. Harvey.

Asst. Dist. Counsel U. S. R. S.
El Paso Texas.

Dear Sir:-

Replying to your letter of June 25-'19 I have to say I can not conveniently go to El Paso at present. My deed, however, was sent to the Court House for record on June 30"-1919, and I prefer to furnish the Abstract or Guarantee Title instead of the plan proposed in your last letter. And as you did not require both abstract & Guarantee from Mrs. Hardie I suppose you will not require but the one from me.

I therefore authorize you to order either the Abstract or Guarantee Title, which ever will best meet the requirements of the Government and be cheapest for me, taking the cost of same from the money due me for my land.

I have lived on this land all my
over,

Doerrio Texas.
June 24-1919

Mr. C. F. Harney,
Asst. Dist. Council
U. S. R. S. El Paso Texas.

Dear Sir:-

Your letter to Mr. Miguel Jurado, dated June 11-1919 was brought to me to be translated and answered as Mr. Jurado is not able to read or write in the English language.

Mr. Jurado says he has no abstract and I find by looking over his papers that his own "deed" to the land in question has never been recorded.

This "deed" was executed on April 2-1910 by his father Agapito Jurado (and a number of other relatives) to Miguel Jurado.

Mr. Jurado wishes me to say that just as soon as possible he will have his "deed" placed on record and he also requests that you kindly have the abstract worked out for him, deducting the cost of same from the money coming to him from the sale of his land.

That is on the supposition that, in his case, the abstract will cost less than the Guarantee Title. As there seems to be so little work connected

the making of his Abstract I told him I thought it would be cheaper.

Of course you will know about that and may I hope you will make some effort to save him all the expense you can in this matter, as he is a poor man with a large family to support.

He also wished me to call your attention to the fact that he has not had any settlement for the large irrigation ditch that was recently constructed through his land. This is entirely apart from the drainage canal.

Trusting this covers the information you desired I am

Yours Respectfully
Mrs. Eliz. L. Hardie

AFFIDAVIT

State of Texas)
County of El Paso)

Before me, the undersigned authority, on this day came and appeared Agapito Jurado, to me well known, who being by me first duly sworn, deposed and said:

That he is the same party who joined in the execution of the deed dated December 29, 1914, running to Guadalupe Olguin, and also the deed dated February 2, 1915, running to Miguel Jurado; that at the time of the making of the said deeds his wife was dead, that he has been married only once, and that his children, and all of them, are: Andres Jurado and Miguel Jurado whose wife is Maria Antonia A. de Jurado, sons; Magdalena Duran, deceased at the time of making of said deeds and who died intestate, whose husband is Ramiro Urteaga, and Piedad J. de Cortez, whose husband was deceased at the time of making said deeds, daughters; that the only child by the marriage of the said deceased daughter, Magdalena Duran, is Fermina D. de Cortez, whose husband is Hilario Cortez; and that Miguel Jurado Jr. is a son of the said Andres Jurado, the other children of the said Andres Jurado being Alcario Jurado, Martin Jurado and Rosa Jurado de Marques, whose

husband is Avelino Marquez.

Witnesses:

Bernabe Flores

C. F. Harvey

Agapito Jurado

Hiszmark

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

Geo. W. Hoadley

Notary Public in and for
El Paso County, Texas.

My commission expires

June 1, 1921

State of Texas)
County of El Paso)

Before me the undersigned authority, on this day
came and appeared Gaudalupe Olguin, to me well known,
who being by me first duly sworn, deposed and said:

That he has read the foregoing affidavit by Agapito
Jurado and that he has for 45 to 50 years been personally
acquainted with the said Agapito Jurado and his family,
and has for said period of time resided in the neighborhood
of the said Agapito Jurado and that he knows of his own

personal knowledge that the facts set forth in the foregoing affidavit are true and complete statements of the matters therein sworn to.

Guadalupe Holguin

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

Geo. W. Hoadley

Notary Public in and for
El Paso County, Texas.

My commission expires

June 1, 1921.

Room 414 Post Office Building
San Francisco - California

O P I N I O N

December 3, 1919.

From District Counsel Edwin H. Peery
To District Counsel P. W. Dent - El Paso, Texas.
Subject: Opinion on title to land to be purchased from Miguel Jurado and wife, Maria Antonia Jurado - Rio Grande Project - New Mexico.

1. I have considered your Opinion of November 4, 1919, together with abstract and papers transmitted therewith, relative to the title of Miguel Jurado and wife, Maria Antonia Jurado, to a strip or parcel of land situated approximately one mile South of the Town of Socorro in El Paso County, Texas, within the limits of the Socorro Grant, which the United States is proceeding to acquire for the Franklin Drain, in pursuance of the agreement of said parties, dated March 15, 1919, to convey the same to the United States for a consideration of \$174, and the construction, at the expense of the United States, of a farm bridge.

2. You are of opinion that upon the execution of Warranty Deed by said Miguel Jurado and wife, to the United States, form of which is enclosed with the papers, and the payment of all taxes which are a lien upon the land, good title will vest in the United States.

3. The tract or parcel of land covered by the agreement is situated in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 32 South, Range 7 East, N.M.P.M., United States Reclamation Survey, and contains an area of 1.91 acres, 0.17, of an acre, of which is occupied by the Northside Lateral, the remaining 1.74 acres being the area intended to be conveyed. The description of the entire tract commences at a point from which the Southwest corner of Section 18 bears South 80° 57' 30" West 1596.2 ft. and runs thence North 22° 39' West 139.8 ft.; thence South 81° 46' East 709.8 ft. to the line between the land of grantor and that of Nora E. Sharp, thence with said line South 10° 43' 30" East 126.9 ft. and thence North 81° 46' West 679.2 ft. to the place of beginning.

1878
4. Transmitted with the papers, but not included in the abstract, is a patent from the State of Texas to the inhabitants of the Town of Socorro, dated September 23, 1876, granting and relinquishing to said inhabitants a certain tract of land in El Paso County known as Survey No. 186 in Socorro No. 1, lying between the San Elizario and Ysleta Tracts including the Town of Socorro, issued by virtue of an abstract of the State of Texas confirming said grant of the Spanish Government approved February 11, 1858.

5. It is proper to have this patent included in the abstract if the abstractor considers that the land embraced in the abstract is included within the patent, as is doubtless the case; otherwise, he would probably refuse to include it in his abstract.

6. The proceedings leading up to the issuance of the said patent, including of course the original Spanish Grant, are not disclosed and I have no recollection of passing upon a title which included an examination of the original grant. However, considering the age of the patent and the fact that the record does not disclose any proceedings adverse thereto, I am of opinion that we may accept the said patent as a good beginning of title.

7. The Corporation of Socorro, acting by its Mayor, on January 7, 1888, conveyed to Agapito Jurado (Abs. No. 3) a tract of land containing 13 acres, within the corporate limits of Socorro, and Agapito Jurado, describing himself as "widow", on February 2, 1915, joined by sundry other parties, by warranty deed (Abs. No. 4) conveyed to Miguel Jurado a tract of land situated within the tract conveyed to Agapito Jurado, containing 7.55 acres. The deed contained the recital that it was the intent to divide "the estate of Agapito Jurado".

8. The affidavit of Agapito Jurado, corroborated by one Guadalupe H. Olguin, states that he was one of the parties who joined in said deed of February 2, 1915, to Miguel Jurado; that at the time of making said deed his wife was dead; that he was married only once and that his only children were two sons, Andres Jurado and Miguel Jurado, and three daughters, Magdalena Duran, who had died intestate before the making of said deed, Josefa J. de Urteaga, and Piedad J. de Cortez, whose husband was deceased at the time of the making of said deed. He further deposes that the husband of Magdalena Duran was Perfecto Duran and that the only child of said marriage is one Fermina D. de Cortez.

El Paso, Texas, March 6, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

We are this morning in receipt of supplemental abstract No. 18253, relating to Miguel Jurado land, which was formerly held by corporation deed running to Agapito Jurado. The charge for this work is \$10.50. Before O. King your bill kindly advise basis of charge therefor. This supplement consists of the following:

- 1 caption sheet
- 1 sheet, index
- 2 sheets, patent to town of Socorro
- 2 sheets, warranty deed running to U. S.
- 1 tax certificate
- 1 certificate by your company

According to our figures, this work should be billed at \$5.50, but we have no doubt you will be able to put us right in the matter.

Very truly yours,

P. W. DENT

District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

EHP H

OFFICE OF
DISTRICT COUNSEL

Room 414 Post Office Building
San Francisco - California

December 12, 1919

From: District Counsel Edwin H. Peery
To: District Counsel P. W. Dent, Toltec Bldg., El Paso.
Subject: Purchase of land from Miguel Jurado,
RIO GRANDE PROJECT - NEW MEXICO.

1. I have your letter of December 5, making inquiry as to the status of the above purchase. In reply I wish to state that opinion in the matter was forwarded to you on December 4, and I trust has been received ere this date.

2. I have been delayed somewhat in my work by the state of my health, which, although not precluding my office work entirely, still prevented my pushing it at full speed.

Edwin H. Peery

El Paso, Texas, December 5, 1919.

From District Counsel

To Edwin H. Peery, District Counsel, Denver, Colo.

Subject: Land purchase under contract with Miguel Jurado
and wife dated March 15, 1919 - Rio Grande
project.

1. Under date of November 4, 1919, opinion on this title was forwarded to you. Kindly advise what the prospects are for getting your opinion, in order that we may take further action. This inquiry is made in view of the fact that the landowner is in poor circumstances and is badly in need of his money. Also, some of his neighbors have, with kindly intentions but not very patient inquiries, seen fit to call at the office upon his behalf in this transaction, and we desire to forestall probable criticism as to any delays by the Service.

P W DENT CFH

El Paso, Texas, March 11, 1920.

From District Counsel

To Chief Counsel, Washington.

Subject: Final opinion on title to land purchased from Miguel Jurado under contract dated March 15, 1919 - Rio Grande project.

1. This purchase has been accomplished by acceptance and recordation of warranty deed dated January 15, 1920, running from the vendor to United States, in accordance with Mr. Peery's opinion dated December 3, 1919, which opinion is briefly reviewed, as follows:

2. With reference to paragraphs 4, 5, and 6 of this opinion, the patent running from the Governor of Texas to the inhabitants of the town of Socorro, dated September 23, 1878, has been included in the abstract of title (see p. 28 of abstract). The land purchased by the United States is included within the land granted by this patent.

3. With reference to paragraph 10 of Mr. Peery's opinion, you are advised that Piedad J. de Cortez signed the deed abstracted at pages 5 and 6, as appears from a personal inspection of the county records. Omission of this signature was an error in abstracting, and the same has now been corrected and name now appears in the abstract (see p. 6).

4. All taxes on this land have been paid up to date, as evidenced by the attached tax receipts. The land described in these receipts "7 acres redeemed," etc., is the land a part of which constitutes the Government right of way here purchased. This tract has been rendered as of various acreages, sometimes 7 acres, as here noted, and sometimes as $7\frac{1}{2}$ acres, as described in the tax statement appearing in the abstract of title. The total amount of taxes, \$26.30, was paid by the Service, as the vendor did not have the funds to meet same, and this amount has been deducted from the purchase price of the land. See voucher.

5. Voucher has been executed by vendor and is inclosed herewith, together with necessary supporting papers.

as required by the Manual, and is transmitted herewith for payment by fiscal agent in the Denver office. It is my interpretation of the opinion of December 3, 1919, by Mr. Peery, that with the transaction in its present condition it is ready for payment, good title now vesting in the United States, as shown by the abstract brought down to date with no new entries of record adverse to the interests of the United States being disclosed therein. It is suggested that if the examining officers in the Denver office wish a final opinion on this purchase from the Chief Counsel's office prior to payment thereof, the matter be taken up direct with that office.

Thru office of Chief of Construction.

P. R. DENT

incls.

Orig. agreement to sell.

Orig. war. deed, with one copy
and 2 blueprints.

Opinion by Dent Nov. 4, 1919.

Opinion by Peery Dec. 3, 1919.

Abstract of title.

Tax receipts (3 papers)

Possessory certificate.

Orig. voucher and 3 copies.

Affidavit by Agapito Jurado

Extra copy this opinion (of

March 11, 1920).

CH

El Paso, Texas, April 16, 1919.

From Project Manager

To Chief of Construction, Denver.

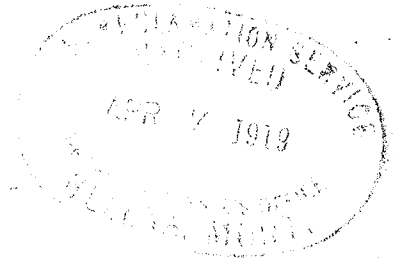
Subject: Contract of March 15, 1919, with Miguel
Jurado and wife, purchase of right of way
for Franklin Drain - Rio Grande project.

1. Receipt is acknowledged of letter of April 1
from Acting Chief of Construction.
2. Transmitted herewith in duplicate is appraisal
report on amount to be paid by the Service for the land.

L M LAWSON

incl.

Copy to District Counsel,
El Paso, Texas.



April 1, 1919.

Acting Chief of Construction,

Project Manager, El Paso, Texas.

Contract (form 7-276) dated March 15, 1919, with Miguel Jurado and wife, purchase of right of way for Franklin Drain - Rio Grande Project.

1. Reference is made to above contract, received March 29, with your form letter of March 24, 1919.
2. The contract will be retained in this office pending the receipt of the following report.
3. The contract appears to be regular, with the exception that the same was not accompanied by the appraisal report provided for in paragraph 3, page 251, Volume 1 of Manual, in connection with contracts of the nature of that in question when the amount involved exceeds \$500.
4. Kindly give this matter attention and submit prompt report to this office.

- - - - -

CC - D.C., El Paso, Texas. ✓

CHAS. P. WILLIAMS

CFH:T

El Paso, Texas,
June 11, 1919.

Mr. Miguel Jurado,

Socorro, Texas.

Dear Sir:

In connection with the purchase of right of way for the Franklin Drain, we desire to know if you have an abstract of title to this land. If so, we wish to obtain it for a few days for use of the title guaranty company in issuing your title certificate. The abstract will be returned to you.

Kindly advise us at once in regard to this, as it is necessary that we secure the abstract before we can proceed with the transaction.

Yours very truly,

CHHarvey
Asst. Dist. Counsel.

INSTRUCTIONS.

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

6-4533

(INSERTED IN DENVER OFFICE.)

Enclosures:

- Orig. & 3 copies of form letter,
- " " 2 " " contract,
- " statement of District Counsel dated 3/21/19,
- " appraisal report dated April 16, 1919,
- " certificate of necessity,
- " report on land agreement,
- 1 blue print.

Inclosures:

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

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 land in cultivation - crop alfalfa

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 land capable of irrigation under Rio Grande project.

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

\$100.00 to \$150.00

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 community

The above is a correct statement of the information procured.

Dated **March 17,** 191 **9.**

(Signature).....**Geo. W. Hoadley**.....

(Title).....**Field Assistant.**.....
In Charge of Negotiations.

Approved:

L. M. LAWSON

Project Manager.

State of Texas)
By R. B. Hubbard)
Governor)
To)
The Inhabitants of)
the Town of Socorro)

Patent
Date Sept. 23, 1876
Filed June 13, 1879.
Bk G, page 90

Do grant, relinquishing all the right and title in and to said land heretofore held and possessed by said State two leagues fourteen labors and 500 sq. vrs of land situated and described as follows; In El Paso County known as survey No. 186 in Socorro No. 1 on waters of Rio Grande and lying between the San Elizario and Ysleta Tracts including the Town of Socorro and about 20 miles S. 64 E. from El Paso by virtue of an abstract of the State of Texas confirming said grant of the Spanish Government approved Feby 11, 1858.

Beginning at a stake and mound on the bank of the Rio Grande situated for the lower corner of survey No. 42 for the Town of Ysleta, thence N 21-3/4° E 2670 vrs along the S.E. Boundary of Socorro No. 42 to a stake and mound, thence N 48 1/2° E 1450 vrs to a stake and mound on bank of an acequia, thence N 37° E 3020 vrs to a stake and mound on a sand hill called La Loma de la Cruz de Juan Antonio, thence N 70-3/4° E 940 vrs to a stake in mound in N.E. corner for survey no 42, thence S 30° E 10810 vrs along said sand hills to a stake in mound 140 vrs from edge of the valley, thence S 72 1/2° W 7740---along the North boundary of the San Elizario Grant to a stake and mound on the bank of the Rio Grande, it being the upper corner of the San Elizario Grant and lower corner of the San Elizario Grant and lower corner of this survey, thence up the river with its meanderings as follows N 81 1/2° W 600 vrs N 18° N 385 vrs N 65° E 180 vrs. N 10° W 185 vrs N 87° W 1055 vrs N 380 vrs thence N 50° E 600 vrs thence N 25° E 600 vrs thence N 25° W 465 vrs thence S 70° W 400 vrs, thence N 43 1/2° W 820 vrs thence N 51 1/2° W 1250 vrs thence N 62° E 982 vrs thence N 37-1/4° 100 vrs thence N 60° E 290 vrs thence N 310 vrs thence N 63-1/4° W 300 vrs to the place of beginning.

Conditions: (Recites seals of State and General Land office affixed, but neither of record).

R.B. Hubbard Governor
W. C. Walsh,
Commissioner of General Land Office

=====

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas, ~~MARCH 1919~~, 19

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

Subject: Forwarding contract for approval.

Agreement dated **March 15, 1919** **Rio Grande** Project

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

With **Miguel Jurado and Maria Antonio Jurado**

Estimated amount involved, \$ **174.00** Authority No. or clearing acct. **63 G a**

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

Purpose:
(See instructions on back.)

Purchase of right of way for Franklin Drain

Cost of structure to be erected by United States to be approximately \$350.00 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

Encls: Orig. & 3 copies contract,
Orig. & 1 copy report on land agreement,
Orig. & 1 copy cert. of recommendation, **L.M. Lawson**
Two blueprints, Affidavit by District Counsel. *Project Manager.*

Denver, Colo., **April 25**, 19 **19**

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

F. E. Weymouth.

Inclosures:

(SEE ENCLOSURES ON REVERSE.)

Chief of Construction.

G-4623

Washington, D. C., **MAY 27 1919**

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

Assistant to the Director on **MAY 20 1919**

Original enclosed to ~~for~~ for record,

AND FURTHER APPROPRIATE ACTION *Assistant to the Director.* **APR 29 19 95352**

CERTIFICATE

I HEREBY CERTIFY That the land described in agreement dated March 15, 1919, with Miguel Jurado and wife 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, \$174.00, 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,

March 17, 1919.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, March 17, 1919.

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 Miguel Jurado and Maria Antonio Jurado, in the southeast quarter of the southwest quarter, Section 18, township 32 South, Range 7 East, U.S.R.S. Survey, County of El Paso, State of 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 vendors is in possession of any part of it.

Geo. W. Hoadley

Field Assistant.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **March 15,** 191**9,** with

Miguel Jurado and Maria Antonio Jurado,
husband and wife

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

1.74 acres in

1. State description and approximate area of land to be conveyed. **SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 18,**
T32S, R7E, U.S.R.S. Survey,

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.

No United States Public lands in this State - Mexican Grant

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.

Miguel Jurado - Socorro, Texas.

Maria Antonio Jurado - Socorro, Texas.
(wife)

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

Owners in possession

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

Subject to right of way by virtue of stock-subscription contract
between landowners and water users association - grant of right of
way not being invoked.

It will be noted that the purchase of right of way is for the Franklin Drain but that the bridge which is to be constructed under the terms of the contract is to be over the North Side Lateral.

The reason for this is simply that the construction of the Franklin Drain necessitates a bridge to afford access to the property and it is more economical for all parties concerned to build the bridge over the North Side Lateral than over the Franklin Drain.

El Paso, Texas,

P.W.Dent

District Counsel.

March 21, 1919.

We, the undersigned, members of a board designated to fix the value of the land to be purchased from Miguel Jurado and wife by the United States for right of way for the Franklin drain, Rio Grande project, described in agreement to sell dated March 15, 1919, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$174 and the building of a bridge at a cost of approximately \$350.

J A SMITH

Representative, El Paso Valley
Water Users' Association.

GEO W HOADLEY

Representative, U. S. Recla-
mation Service.

El Paso, Texas,
April 16, 1919.

Project Manager

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

Form 7-276 12-11

THIS AGREEMENT, made the 15th day of March nineteen hundred and nineteen, between Miguel Jurado and Maria Antonio Jurado, his wife, of El Paso County, Texas, for them, ves t heir heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

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

WITNESSETH:

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

the county of El Paso State of Texas to wit:

A tract of land approximately 1 mile south of the town of Socorro, El Paso County, Texas, in the southeast quarter of the southwest quarter of Section eighteen (18), Township thirty-two (32) South, Range seven (7) east, United States Reclamation Service survey, being more particularly described as follows: Beginning at the southwest corner of the tract of land herein described, which is a point on the property line between land of vendor herein and Josefa Urtiaga, from which point the southwest corner of said Section 18 bears South 80°57'30" West, one thousand five hundred ninety-six and two tenths (1596.2) feet; thence North 22°39' West, one hundred thirty-nine and eight tenths (139.8) feet along said property line; thence South 81°46' East at two hundred thirty and two tenths (230.2) feet West Right of Way line of North Side Lateral, at two hundred ninety and four tenths (290.4) feet East Right of Way line of said North Side Lateral, at seven hundred nine and eight tenths (709.8) feet point on property line between land of vendor herein and Nora E. Sharp; thence South 10°43'30" East, one hundred twenty-six and nine tenths (126.9) feet along said property line; thence North 81°46' West at four hundred fifteen and three tenths (415.3) feet East Right of Way line of said North Side Lateral, at four hundred seventy-five and five tenths (475.5) feet West Right of Way line of said North Side Lateral, and at six hundred seventy-nine and two tenths (679.2) feet to point of beginning; said tract of land containing one and ninety-one hundredths (1.91) acres, more or less, 0.17 of an acre of which is occupied by said North Side Lateral, and the remainder, or one and seventy-four hundredths (1.74) acres, being the area herein intended to convey.

Correct as to Engineering Data S. W. A.

~~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 seventy-four and no/100 (\$174.00)** *****

***** 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 **March 15, 1919**

notwithstanding earlier delivery of the deed as **March 15, 1919** 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 **twenty-four**

of _____ 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).

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 25 plus 06 of the North Side Lateral, of the Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said bridge at the point mentioned. It is further understood and agreed that the vendor and their 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. they have

The vendor expressly warrants that he has employed no third person to solicit or obtain this contract in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

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

Witnesses :

Miguel Jurado

of.....

Maria Antonio Jurado

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. Roadley, a notary public

in and for said county, in the State aforesaid, do hereby certify that Miguel Jurado and Maria Antonio Jurado 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 Maria Antonio Jurado 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 does not wish to retract the same.

Given under my hand and official seal, this 15th day of March, 1919.

[SEAL.]

Geo. W. Roadley

My commission expires June 1st, 1919.

Notary Public

Approved, 1919

of the said Andres Jurado; by Perfto. (Perfecto) Duran, described as a widow, which term also probably means widower; and by three daughters, Josefa J. de Urteaga, Fermina Duran de Cortez, and Piedad J. de Cortez, the latter being described as a widow, and the first two named daughters being joined by their husbands, the husband of said Piedad J. de Cortez being deceased at the time of the making of the conveyance. This conveyance recites that it is the intention to divide the estate of Agapito Jurado, and the children of this man joined in the conveyance for the reason that under the laws of Texas the children of the deceased party to a marriage inherit one-half of the community property.

4. The quitclaim deed abstracted at page 13 is a donation of land for the north side lateral right of way, and this is a Reclamation Service canal which is crossed by the Franklin drain.

5. Subject to the execution of a warranty deed, proposed form of which is inclosed herewith, running to the United States from the vendors, Miguel Jurado and his wife, and to the payment of all taxes which are a lien upon the land, we find that good title will vest in the United States.

6. As to the parties who appear as grantors in the conveyance running from Agapito Jurado et al. to Miguel Jurado, dated February 2, 1915, a corroborated affidavit from Agapito Jurado has been obtained, and this shows that all parties in interest at that time joined in this instrument. There is also an explanation as to the relation that Perfecto Duran bears to the Agapito Jurado family; showing that he is a son-in-law, his wife, Magdalena Duran, being deceased at the time the conveyance was made. The land being the separate property of this woman (as her interest was an inheritance), it is our interpretation of the Texas statute that upon her decease her husband acquired an estate for life in one-third of the land, with remainder to the children. The affidavit shows that the only child by this marriage is Fermina D. de Cortez, and she and her husband have by the deed of February 2, 1915, conveyed their interest to Miguel Jurado, the Government vendor.

7. We note that the abstract of title does not show that Piedad J. de Cortez signed the conveyance, although her name appears in the acknowledgment, and we have examined the county records and find that the instrument is in due form in this respect. This error will be called to the attention of the abstractor and will have to be corrected.

incls. Agreement to sell.
Abstract.
2 blueprints.
Affidavit.
Possessory certificate.
Deed (unexecuted).
Extra copy opinion.

P W DENT

9. The important point of this affidavit should have been to have set forth the heirs of the wife of Agapito Jurado as they existed at the time of her death and not at the time when Agapito Jurado conveyed. I think, however, we may safely conclude from the affidavit that the children and grandchildren mentioned therein were the only descendants of the deceased wife of Agapito Jurado. One child, a daughter, Magdalena Duran, deceased at the time of the making of said deed by Agapito Jurado and others, might have been living at the time of the death of her mother, in which case her husband would have inherited an interest from her at the time of her subsequent decease. However, as both the husband and the surviving child have joined in the deed, this matter becomes immaterial.

10. It is noted also that one of the parties to said deed of February 2, 1915, to wit, Piedad J. de Cortez, does not sign the deed, but her name appears in the acknowledgment, and considering the age of the instrument, I am of opinion that we may treat it as having been properly executed.

11. Upon examination of the abstract and other papers transmitted therewith, I concur in your opinion that the vendors are in position to convey good title to the United States, unincumbered except for taxes for the years 1916 and 1917, as shown in the abstract. After payment of taxes the agreement of sale may be carried into effect by accepting a deed, duly executed and acknowledged by the vendors in the form transmitted with the papers and by placing same of record, after which the abstract should be continued in the usual manner to include such record, provided no changes have occurred in the condition of the title adverse to the interest of the vendors or liens incurred which have not been removed since the date when the abstract closed. The abstract when extended should include the record of the said patent hereinabove referred to.

12. After title has vested in the United States, free of incumbrance, the consideration named in the agreement may be paid in due course, the fiscal agent transmitting with his voucher the papers prescribed in the Reclamation Manual in the case of land purchases, including evidence of payment of taxes.

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(sgd) Edwin H. Peery

Encs: 1 Opinion of Dist. Counsel
2 Affidavit of Agapito Jurado et al
3 Two blueprints
4 Agreements of sale
5 Copy of proposed deed
6 Abs. #16806 of Pioneer Abs. & Guar. Title Co.
7. *Copy of patent*

