

180

MADRID, M. Y.

QUITCLAIM DEED

(065)

FRANKLIN DRAIN

SE-25-12

003-0092-0026-0016-(26) TEXAS

180

THE STATE OF TEXAS }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, M. Y. Madrid,

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 of 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

heirs and assigns all my right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows, to-wit:

A tract of land approximately $1\frac{1}{2}$ miles north of the town of San Elizario, Texas, in the East half ($E\frac{1}{2}$) of the northeast quarter ($NE\frac{1}{4}$) of Section thirty-two (32), Township thirty-two (32) south, Range seven (7) east, United States Reclamation Service Survey, being more particularly described as follows:

Beginning at the northeast corner of the tract of land herein described, which is a point on the property line between the Grantor herein and Geo. Pendell, from which point the northeast corner of said section thirty-two (32) bears North $5^{\circ}48'$ east, one thousand one hundred forty-five and eight tenths (1,145.8) feet; running thence south $13^{\circ}27'$ east, four hundred ninety-four and seven tenths (494.7) feet; to the southeast corner of the land herein described from which the northeast corner of said section thirty-two bears north $0^{\circ}02'$ east, one thousand six hundred twenty-one and two tenths (1,621.2) feet; thence south $76^{\circ}33'$ west, one hundred twenty and eight tenths (120.8) feet along the property line between the grantor herein and E. Borego; thence north $13^{\circ}21'$ west, four hundred ninety-four and seven tenths (494.7) feet; thence north $76^{\circ}33'$ east, one hundred twenty (120.0) feet along the property line between the grantor herein and Geo. Pendell to the point of beginning; said tract of land containing one and thirty-seven hundredths (1.37) 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

heirs and assigns forever.

WITNESS my hand this the 19 day of December, A. D. 1918

Witnesses at Request of Grantor:

M. Y. Madrid

Correct as to Engineering Data S.M.A.

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 M. Y. MADRID

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 19th day of December, A. D. 1918. My com. ex. June 1, 1918.

GEO. W. HOADLEY Notary Public.

(SEAL)

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 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 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 287 on Pages 525

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.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT **New Mexico-Texas**

THIS AGREEMENT, Made **the 19th day of December,**

nineteen hundred and **eighteen**, 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 **M. Y. MADRID**

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 quitclaiming to the United States of America for canal right of way for the Rio Grande Project, a certain tract of land approximately 1 1/2 miles north of the town of San Elizario, Texas, in the East half (E 1/2) of the northeast quarter (NE 1/4) of Section thirty-two (32), Township thirty-two (32) south, range seven (7) east, containing one and thirty-seven hundredths (1.37) acres, more or less, situated in El Paso County, 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 improvements on said described land;

NOW THEREFORE, in consideration of the sum of Nine Hundred Dollars (\$900.00), the value of said improvements, to the contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the contractor hereby waives, and releases the United States from any and all claims of whatever nature by reason of the damage that the contractor has suffered or may hereafter suffer as a result of the operations of the United States Reclamation Service on said tract of land as described in the quitclaim deed herein referred to.

Article No. 1. It is understood and agreed that the United States, its agents, officers and employees shall at all times have

Correct as to Engineering Data E. W. H.

the right to ^{enter} 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 damage to crops or other improvements thereon belonging to the contractor that may result in consequence of such entry are hereby waived by the contractor as hereinabove provided.

Article No. 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 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.

/// ARTICLE 1.1.1. 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 1. 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. LAWREN
Project Manager, U. S. R. S.
M. Y. MADRID

Contractor:
P. O. address San Elizario, 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.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas,
Dec. 19, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land whereon are improvements sought to be acquired by the United States from M. Y. Madrid, in the east half of the northeast quarter of section thirty-two (32), township thirty-two (32) south, range seven (7) east, containing 1.37 acres, more or less, situate in El Paso County, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land involved, claiming to be the owner thereof and of the improvements thereon, 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.

CERTIFICATE

I HEREBY CERTIFY, With reference to the following described land:

A tract of land in the east half of the northeast quarter of Section thirty-two (32), township thirty-two (32) south, range seven (7) east, containing 1.37 acres, more or less, in El Paso County, State of Texas, more particularly described in quitclaim deed dated December 19, 1918, running from M. Y. Madrid to the United States of America:

That the tax records of said county indicate M. Y. Madrid, 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.

Dec. 19, 1918.

C. E. HARVEY *C. E. Harvey*
~~Assistant~~ District Counsel.

We, the undersigned, members of a board designated to fix the value of the ^{rights} ~~land~~ to be purchased from M. Y. Madrid by the United States of America for right of way for the Franklin Drain, Rio Grande project, described in agreement ~~to sell~~ ^{for purchase of improvements} dated December 19, 1918, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$900.00.

J. A. Smith
Representative El Paso Valley
Water Users' Association.

Geo. W. Hadley
Representative United States
Reclamation Service.

El Paso, Texas,

Dec. 19, 1918.

CERTIFICATE

I HEREBY CERTIFY That the rights and property described in the agreement dated December 19, 1918, with M. Y. Madrid are required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Franklin Drain a part of the Rio Grande project; that the consideration to be paid thereunder, \$900.00 (for compensating contractor for moving of some 1450 cu. yd. of earth in order to replace laterals and borders, and constructing twelve concrete irrigation stands estimated by the Engineering Division to cost approximately \$900.00), 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,

December 19, 1918.

CFH:T

El Paso, Texas,
Dec. 20, 1918.

County Clerk,
El Paso County,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
quitclaim deed dated December 19, 1918, running from
M. Y. Madrid to the United States of America.

Yours very truly,

C.F.HARVEY

Enc 1.

Assistant District Counsel.

Franklin Drain

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. The information requested in General Order 124 of March 23, 1916, and Amendment 1 thereof dated August 11, 1916, should be written in the space below, and any other special matter or information relative to the contract, should also be written in the space below, but if too long to write on this form, it should be set out in a statement or certificate accompanying the contract.
4. When reference is made to previous correspondence, the dates thereof should be given.
5. The office from which this contract originates, should list all inclosures below.

(INSERTED IN DENVER OFFICE.)

Inclosures:

- Orig. & 2 copies of form letter,
- " " " " contract,
- " certificate of District Counsel, dated Jan. 21, 1919,
- " " " necessity, dated 12/19/18,
- " report of Board of Appraisal, dated 12/19/18,
- " certificate of possession, dated 12/19/18,
- 1 blue print, 1253-L-53.

Inclosures:

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

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas,

Jan 21, 1919

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated December 19, 1918. Rio Grande Project.

Executed by L. M. Lawson, Project Manager.

With M. Y. Madrid

Estimated amount involved, \$ 900.00 (See Reverse, Par. 3.)

Authority No. 63-GD

Purpose of agreement:

Settlement for improvements on right of way donated for Franklin Drain

This being a special case standard form not applicable - see certificate attached.

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.-Original & 3 copies contract

Orig. & 1 copy Certificate of

Recommendation-Orig. Possessory

L.M. LAWSON

Certificate-Orig. & 1 copy Rept. Appraisal Board

(Signature.)

Two Blueprints

Denver, Colo., Jan. 25, 1919.

It is recommended that the above-described contract be approved

R. F. WATSON

Acting Chief of Construction.

Inclosures:

..... copies of contract.

..... copies of form letters of transmittal.

(SEE REVERSE FOR INCLOSURES.)

Washington, D. C., FEB 19 1919

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

on

FEB 19 1919

JAN 30 '19 91960

(Over.)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

MAR 28 1919

From Assistant to the Director.
To District Counsel P. W. Dent, El Paso, Texas.
Subject: Donation deed dated December 19, 1918, from
M. Y. Madrid - Rio Grande Project.

1. Replying to your letter of March 21, 1919, you are advised that the records of this office show that the above mentioned deed was accepted by me on February 19, 1919, and that copies of Project Manager's form letter of transmittal, dated January 21, 1919, was forwarded to you, the Chief of Construction, and the Project Manager, showing acceptance of said deed.

2. Probably the copy of the form letter forwarded your office was miscarried in the mail.

Morris Bien

CC- C. of C.

OFH:T

El Paso, Texas, March 21, 1919.

From: District Counsel.

To: The Director, Washington, D.C.

Subject: Donation deed dated December 19, 1918, running from
M. Y. Madrid and contract for settlement of improve-
ments of same date based upon same donation deed -
Rio Grande Project.

1. Contract was approved by Assistant to Director
under date of February 19, 1919. To date we have not
received form letter of transmittal showing acceptance of
deed. We assume the deed has been accepted by reason of
approval of the contract, but ask that evidence of such
acceptance be returned to this office.

P.W.Dent
By C.F.Harvey

- - - -

Copy to Chief of Construction.

CERTIFICATE:

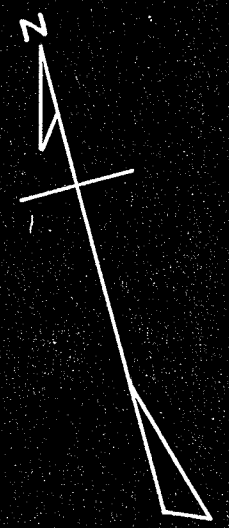
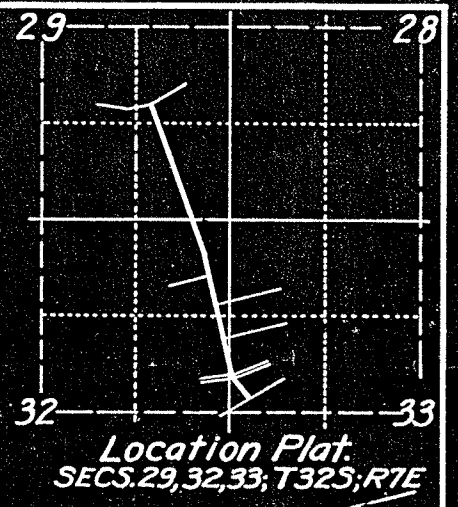
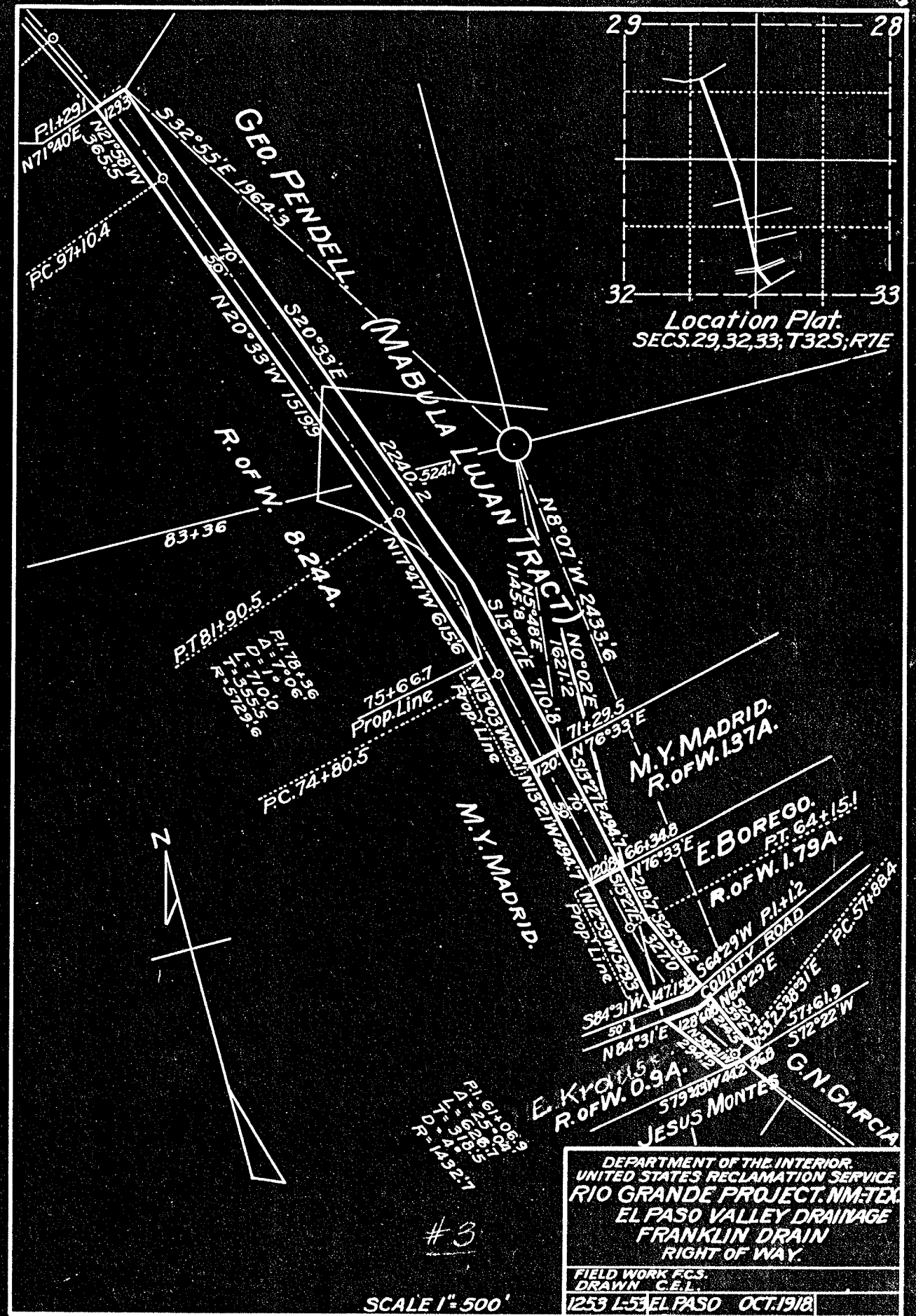
The attached certificate of the Project Manager does not state in detail just how this transaction arose, and I think it advisable to supplement that certificate, as follows:

In the construction of this drain the irrigation system of this landowner was disturbed and it became necessary to reconstruct certain laterals and borders and to replace certain concrete irrigation stands, etc. An estimate was made of the cost at which the United States could do this work. After such estimate was made it was ascertained that the landowner himself would do the work at a less figure, and it was decided to pay him for the actual damage to his land and allow him to replace these structures, etc. This is not, therefore, construction work which is being done by him for the United States, but for himself, and we are really paying this amount of money as compensation for the damage which he sustains in the manner stated.

In view of these facts, this is not a contract for the purchase of improvements as that is usually understood, and therefore the standard form of contract for use in such circumstances is not applicable. For the same reason paragraphs 32 and 33, p. 261 Manual are not applicable. This has appeared to the engineering force as being the best method of handling this situation and I hope the papers may be approved. *There is no necessity for recording this contract or for provision regarding liens etc.*

O. W. Dent
District Counsel.

El Paso, Texas, January 21, 1919.



#3

SCALE 1" = 500'

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