

180
PADILLA, JUAN, et. ux. Anunciacion C. de

QUITCLAIM DEED

(065) FRANKLIN DRAIN

Soc 24-8

14-(49) TEXAS

0023-0080-0049-00

78C

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

C. de

WE, Juan Padilla and Anunciacion Padilla, husband and wife

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

of the County of El Paso, State of Texas, 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, and its

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

TRACT NO. 1: A tract of land approximately one-half mile west of the town of Socorro, El Paso County, Texas, in the Northeast quarter of the Southeast quarter, Section Thirteen (13), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey, and in the "Socorro Grant", and more particularly described as follows: Beginning at the southeast corner of this tract of land, which is a point on the property line between land of grantors herein and Vicente Ortiz, being the most easterly corner of land of grantors herein, from which point the northeast corner of said Sec. 13 bears North 7°07' East, 3449.0 feet; thence south 53°39' West, 131.6 feet along said property line; thence North 36°21' West, 977.8 feet to point on property line between land of grantors herein and Imelda Candelaria; thence South 45°08' East, 780.8 feet along said property line to corner; thence south 39°47' East, 206.5 feet to point of beginning; said tract of land containing one and sixty-five hundredths (1.65) acres, more or less.

TRACT NO. 2: A tract of land approximately one-half mile west of the town of Socorro, El Paso County, Texas, in the South half of the Northeast quarter of Section thirteen (13), Township thirty-two (32) south, range Six (6) East, United States Reclamation Service survey and in "Socorro Grant", and more particularly described as follows: Beginning at the southeast corner of this tract of land which is a point on property line between land of grantors herein and Imelda Candelaria, from which point the northeast corner of said Sec. 13 bears North 26°08' East, 2688.0 feet; thence south 44°21' west, 121.6 feet along said property line; thence North 36°21' west, 486.5 feet to point on property line between land of grantors herein and Mrs. A. Lawless; thence north 71°07' east, 125.8 feet along said property line; thence south 36°21' east, 429.1 feet to point of beginning; said tract of land containing one and twenty-six hundredths (1.26) acres, more or less.

TO HAVE AND TO HOLD all our 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, and its

assigns forever.

WITNESS our hands this the 15th day of July, A. D. 1919

Witnesses at Request of Grantor:

Juan Padilla

Anunciacion C. de Padilla

Correct as to Engineering Data A.C.D.

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, F G Candelaria a Notary Public in and for El Paso County, Texas, on this day personally appeared Juan Padilla

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 July, A. D. 1919
F G Candelaria
Notary Public 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 Anunciacion C. de Padilla wife of Juan Padilla

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 Anunciacion C. de Padilla 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.

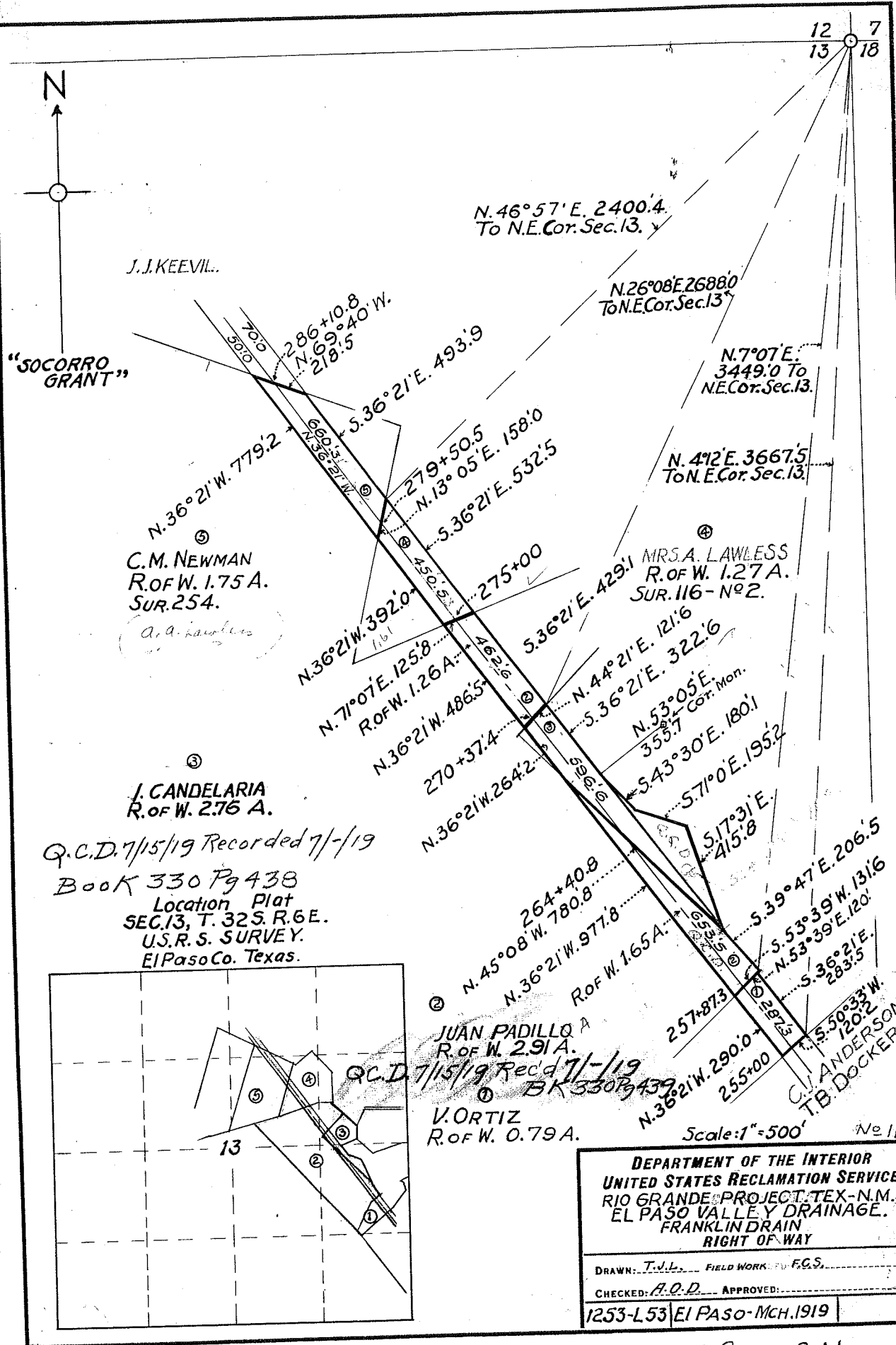
Given under my hand and seal of office, this 15th day of July, A. D. 1919
F G Candelaria Notary Public El Paso Co Texas

THE STATE OF TEXAS. }
COUNTY OF EL PASO. }

I..... Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the..... 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 330 on Pages 439

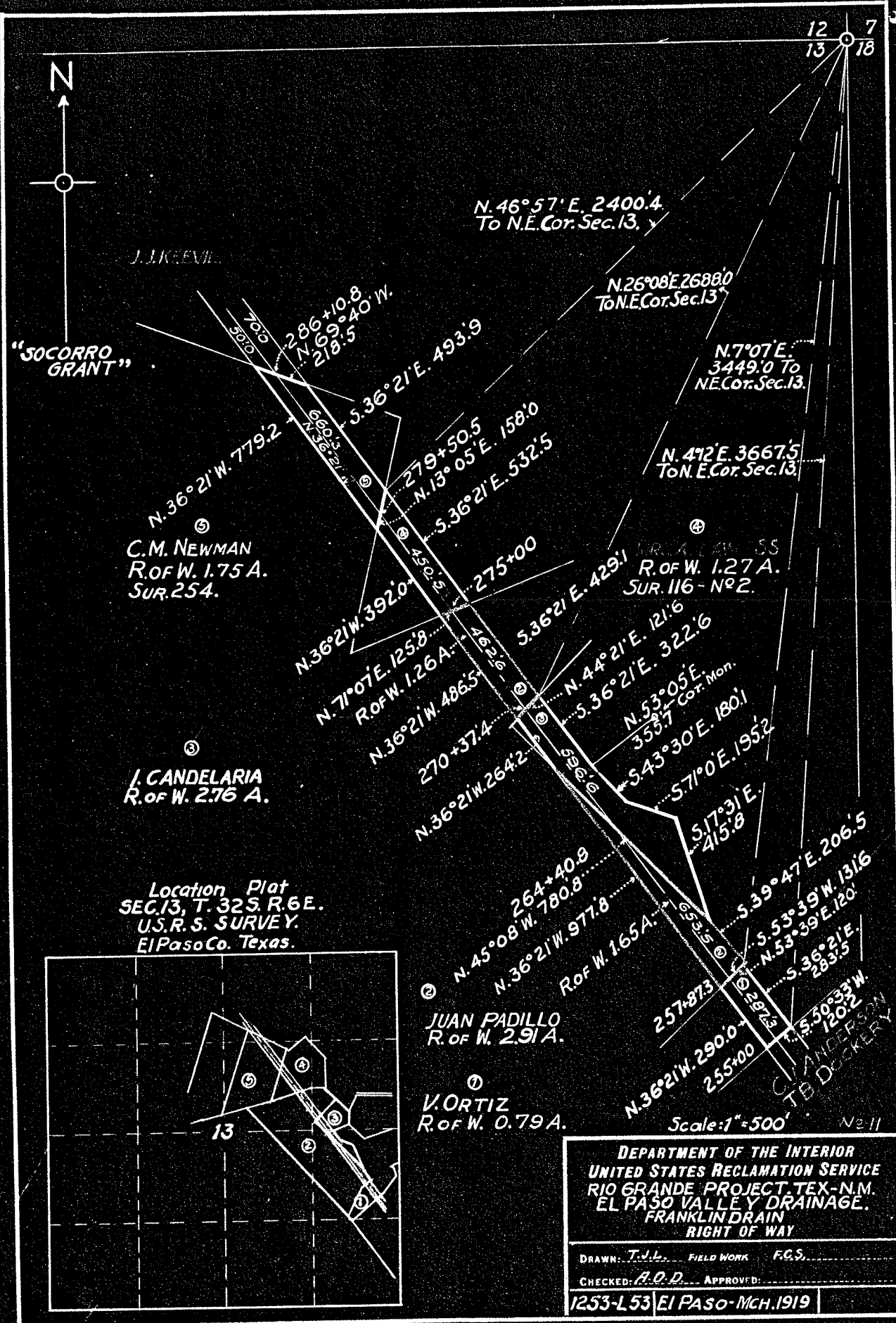
Witness my hand and the seal of the County Court of said County, at office El Paso, Texas, the day and year last above written.

..... Clerk County Court, El Paso County, Texas.
By..... Deputy.

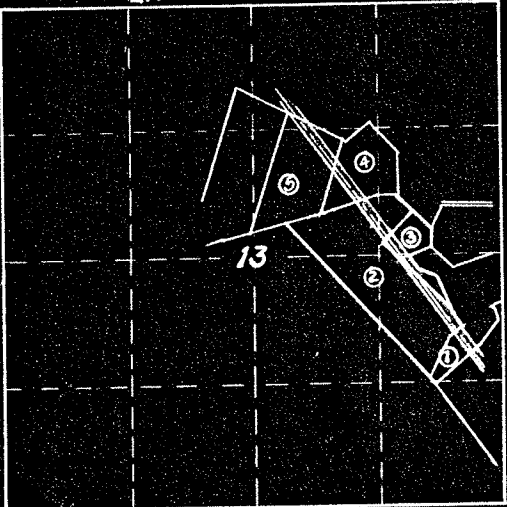


DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT, TEX.-N.M.
 EL PASO VALLEY DRAINAGE.
 FRANKLIN DRAIN
 RIGHT OF WAY
 DRAWN: T.V.L. FIELD WORK: F.G.S.
 CHECKED: A.O.D. APPROVED:
 1253-L53 | EL PASO - MCH. 1919

14-23, 10 & 11



Location Plat
 SEC. 13, T. 32 S. R. 6 E.
 U.S. R. S. SURVEY.
 El Paso Co. Texas.



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

DRAWN: T.J.L. FIELD WORK: F.C.S.
 CHECKED: A.D.D. APPROVED:

1253-L 53 | EL PASO - MCH. 1919

Scale: 1" = 500' N=11

Project Manager

FORM 7-523A

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

FIELD CONTRACT.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made the 15th day of July,
nineteen hundred and nineteen, in pursuance of the act of June 17,
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by
L.M. LAWSON, Project Manager,
United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and C. de Padilla
Juan Padilla and Anunciacion, husband
and wife,
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 quit-claim deed was
executed by the contractor herein, releasing and quit-claiming to
the United States of America for canal right of way for the Rio
Grande project, 2 certain tracts of land approximately one-half
mile west of the town of Socorro, Texas, in the northeast quarter
of the southeast quarter and the south half of the northeast quarter
of Section 13, Township 32 south, range 6 east, U.S.R.S. Survey, con-
taining 1.65 acres and 1.26 acres, respectively, El Paso County,
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 One hundred
forty-five and 50/100 (\$145.50) Dollars, the value of said improve-
ments, 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 tracts 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 contractor that may result in consequence of such entry is hereby waived by the contractor as hereinbefore provided.

Article 2. The contractor expressly warrants that they have employed no third person to solicit or obtain this contract in their 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 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 contractor 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, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

~~Article 3. 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 ...3... No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

ARTICLE ...4... No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

ARTICLE ...5... It is further stipulated and agreed that in the performance of this contract, no persons shall be employed who are undergoing sentences of imprisonment at hard labor, which have been imposed by courts of the several States or Territories or municipalities having criminal jurisdiction.

IN WITNESS WHEREOF, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

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

JUAN PADILLA
C. de
Anunciación Padilla
Contractor
P. O. address..... Socorro, Tex.

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
ss:

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

2. ~~In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of

One hundred forty five + 50/100 (\$145.50)

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

May 26, 1919

notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until **May 26, 1919**; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration

of **twenty-four** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

THIS AGREEMENT, made this the 26th day of May

nineteen hundred and nineteen, between Juan Padilla

and A. C. de Padilla, his wife, of El Paso

County, Texas, for them selves, their heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

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

WITNESSETH:

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

the county of El Paso State of Texas, to wit:

Tract No. 1:

A tract of land approximately one-half mile West of the Town of Socorro, El Paso County, Texas, in the Northeast quarter of the South-east quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), Section Thirteen (13), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey, and in the "Socorro Grant", more particularly described as follows: Beginning at the southeast corner of this tract of land, which is a point on the property line between land of Vendor herein and Vicente Ortiz, being the most easterly corner of land of Vendor herein, from which point the northeast corner of said Section 13 bears North 7°07' East, three thousand four hundred forty-nine (3449.0) feet; thence South 53°39' West, one hundred thirty-one and six tenths (131.6) feet along said property line; thence North 36° 21' West, nine hundred seventy-seven and eight tenths (977.8) feet to point on property line between land of Vendor herein and Umilda Candelaria; thence South 45°08' East, seven hundred eighty and eight tenths (780.8) feet along said property line to corner; thence South 39°47' East, two hundred six and five tenths (206.5) feet to point of beginning; said tract of land containing one and sixty-five hundredths (1.65) acres, more or less.

Tract No. 2:

A tract of land approximately one-half mile West of the Town of Socorro, El Paso County, Texas, in the South half of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), Section thirteen (13), Township Thirty-two (32)

- understood and agreed that the vendors 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.

South, Range Six (6) East, United States Reclamation Service survey, and in "Socorro Grant", more particularly described as follows: Beginning at the Southeast corner of this tract of land, which is a point on property line between land of Vendor herein and Umilda Candelaria, from which point the Northeast corner of said Section 13 bears North 26°08' East, two thousand six hundred eighty-eight (2688.0) feet; thence South 44°21' West, one hundred twenty-one and six tenths (121.6) feet along said property line; thence North 36°21' West, four hundred eighty-six and five tenths (486.5) feet to point on property line between land of Vendor herein and Mrs. A. Lawless; thence North 71°07' East, one hundred twenty-five and eight tenths (125.8) feet along said property line; thence South 36°21' East, four hundred twenty-nine and one tenth (429.1) feet to point of beginning; said tract of land containing one and twenty-six hundredths (1.26) acres, more or less.

The vendors 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 through a bona fide commercial representative employed by the Vendor 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, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

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 270 plus 40, of the Franklin Drain, 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

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

Witnesses:

Emelda P. Candelaria
of Socorro, Texas
Tranquilina Padilla
of Socorro, Texas

Juan Padilla
Her
A. C. de Padilla
Vendor.

of.....

For and on behalf of the United States.

of.....

STATE OF Texas }
COUNTY OF El Paso } ss:

I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Juan Padilla & A.C. de Padilla his wife who are personally known to me to be the person whose name 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 A.C. de Padilla

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 26th day of May, 1919.

[SEAL.]

Geo. W. Hoadley
Notary Public.

My commission expires June 1st. 1919.

Approved, 191

CERTIFICATE.

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

Two tracts of land in NE $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 13, T. 32 S. R. 6 E., and in S $\frac{1}{2}$ of NE $\frac{1}{4}$ sec. 13, T. 32 S., R. 6 E., U. S. Reclamation Service survey, El Paso County, Texas, containing 1.65 and 1.26 acres, respectively, more particularly described in quitclaim deed dated July 15, 1919, running from Juan Padilla and wife to the United States of America:

That the tax records of said county indicate Juan Padilla, the reputed owner, to be the actual owner; 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.

C F HARVEY

Assistant District Counsel.

El Paso, Texas,
July 17, 1919.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, SEP 5 - 1919, 1919

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

Subject: Forwarding ~~and for approval~~ **donation deed for acceptance.**

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

Executed ~~by Juan Padilla and wife.~~ **by Juan Padilla and wife.**

~~to United States.~~
Estimated amount involved, \$ **0**

Authority No. **-40-2**
or clearing acct.

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

Purpose: **Donation of two tracts of land, total 2.91 acres, for Franklin grain right of way.**
(See instructions on back.)

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

inclo. Orig. deed.
Certificate as to title.
1 blueprint.

L. M. LARSON
Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

Washington, D. C., SEP 20 1919

Contract (and bond, if any,) was ~~approved by~~ **accepted by** **MORRIS BIEN,**
on **SEP 20 1919** **Assistant to the Direct**

SEP 10 '19 2485

El Paso, Texas, July 18, 1919.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two quit-
claim deeds, as follows:

Running from Alberto Candelaria and wife, dated July 15, 1919.

Running from Juan Padilla and wife, dated July 15, 1919.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, SEP 5 - 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated July 15, 1919 Rio Grande Project

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

With Juan Padilla and wife.

Estimated amount involved, \$ 145.50

Authority No. 4-0-2
or clearing acct.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
(Strike out if no bond transmitted.)

Purpose: Settlement for improvements on 2.91 acres of land
(See instructions on back.) donated for Franklin drain right of way by quitclaim deed dated July 15, 1919.

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

Advise Chief of Construction, Denver, Colo., and Project Manager
at El Paso, Texas and District Counsel ✓
at El Paso, Texas, of the approval of the above
incls. Orig. & 3 copies contract.
Certificate of recommendation.
2 blueprints. L M LAWSON
Project Manager.

Denver, Colo., Sept. 11, 1919

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

Inclosures:

Orig. & 3 copies form letter
" " 2 " contract
" cert. of necessity
1 Blue print

R. F. WALTER

Acting Chief of Construction.

0-1533

Washington, D. C., OCT 2 - 1919

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

A. P. Davis,
on OCT 1 - 1919 Director and Chief Engineer, U.S.

SEP 15 '19 2662

CFH:T

El Paso, Texas,

June 13, 1919.

Mr. Juan Padilla,

Belen, Texas.

Dear Sir:

Recently you signed an agreement to sell two tracts of land, including 1.65 acres and 1.26 acres, respectively, to the United States for the Franklin Drain. In view of the fact that we can make more prompt settlement by asking you to donate this land and pay you for the improvements thereon, we are submitting herewith a quitclaim deed running to the United States, also a contract carrying a money payment to be made to you of \$145.50. If you will please sign the donation deed also having your wife sign it, and sign the contract and return both of these papers to the Reclamation Service, El Paso, we will be able to make prompt settlement. It will not be necessary for you to go before a notary public to sign any of the papers as the notary in this office is familiar with your signature and can take your acknowledgments without having you again appear before him.

If we proceed with the transaction upon the agreement to sell which you have already signed, we would very likely have to enter into a long and difficult examination of your land title, which would probably consume a great deal of time, possibly involving considerations it would be next to impossible to fulfill in a practical way, with the result that there would be great delay in securing to you payment of the money due you, if such payment could ever be made in full.

Yours very truly,

CFHarvey
Asst. Dist. Counsel.

Enc 2.