

WATERHOUSE, C. E.

QUITCLAIM DEED

(65)

FRANKLIN DRAIN

Ys1 50-6

0023-0078-0025-00

12-(25) TEXAS

C. E. Waterhouse  
Franklin D. ...

THE STATE OF TEXAS }  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, C. E. Waterhouse

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 June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto,

of the County of \_\_\_\_\_, and \_\_\_\_\_, 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 my right, title and interest in and unto that tract or parcel of land lying in the County of El Paso State of Texas

described as follows, to-wit: A tract of land approximately 1 1/2 miles south of the town of Ysleta, Texas, in the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter, Section One (1), and the Southeast quarter of the Northeast quarter, Section Two (2), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey, and in surveys No's. 5 and 6 of the Ysleta Grant, and more particularly described as follows: Beginning at the point of intersection of the boundary between surveys Nos. 4 and 5 of the Ysleta Grant with the west boundary of the right of way of County road, said boundary between surveys Nos. 4 and 5 being the north boundary of land of Grantor herein, from which point the Northeast corner of said Section 2 bears North 1°33' East, one thousand eight hundred ninety-seven and six tenths (1897.6) feet; thence along the west boundary of the right of way of said county road South 24° 41' East, nine hundred sixteen & one tenth (916.1) feet to the point of intersection of said boundary with the boundary between surveys Nos. 6 and 7 of the Ysleta Grant, said boundary between surveys Nos. 6 and 7 being the south boundary of land of Grantor herein; thence along the boundary between said surveys Nos. 6 and 7 West eighty-nine (89.0) feet to a point from which the southwest corner of said Section 1 bears South 5°27'30" West two thousand five hundred sixty-two and two tenths (2562.2) feet; thence North 24°37' West, nine hundred fifteen and seven tenths (915.7) feet to the boundary between said surveys Nos. 4 and 5; thence along said boundary East eighty-eight (88.0) feet to the point of beginning; said tract of land containing one and sixty-nine hundredths (1.69) acres, more or less, said described land not being homestead property.

Correct as to Engineering Date C. E. D.

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, and its

assigns forever.

WITNESS my hand this the 5th day of September, A. D. 1919

Witnesses at Request of Grantor:

C. E. Waterhouse

**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 C. E. Waterhouse

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 5th day of September, A. D. 1919

My Com. Ex. June 1st 1921.

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 reract it.

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

THE STATE OF TEXAS. }

COUNTY OF EL PASO. }

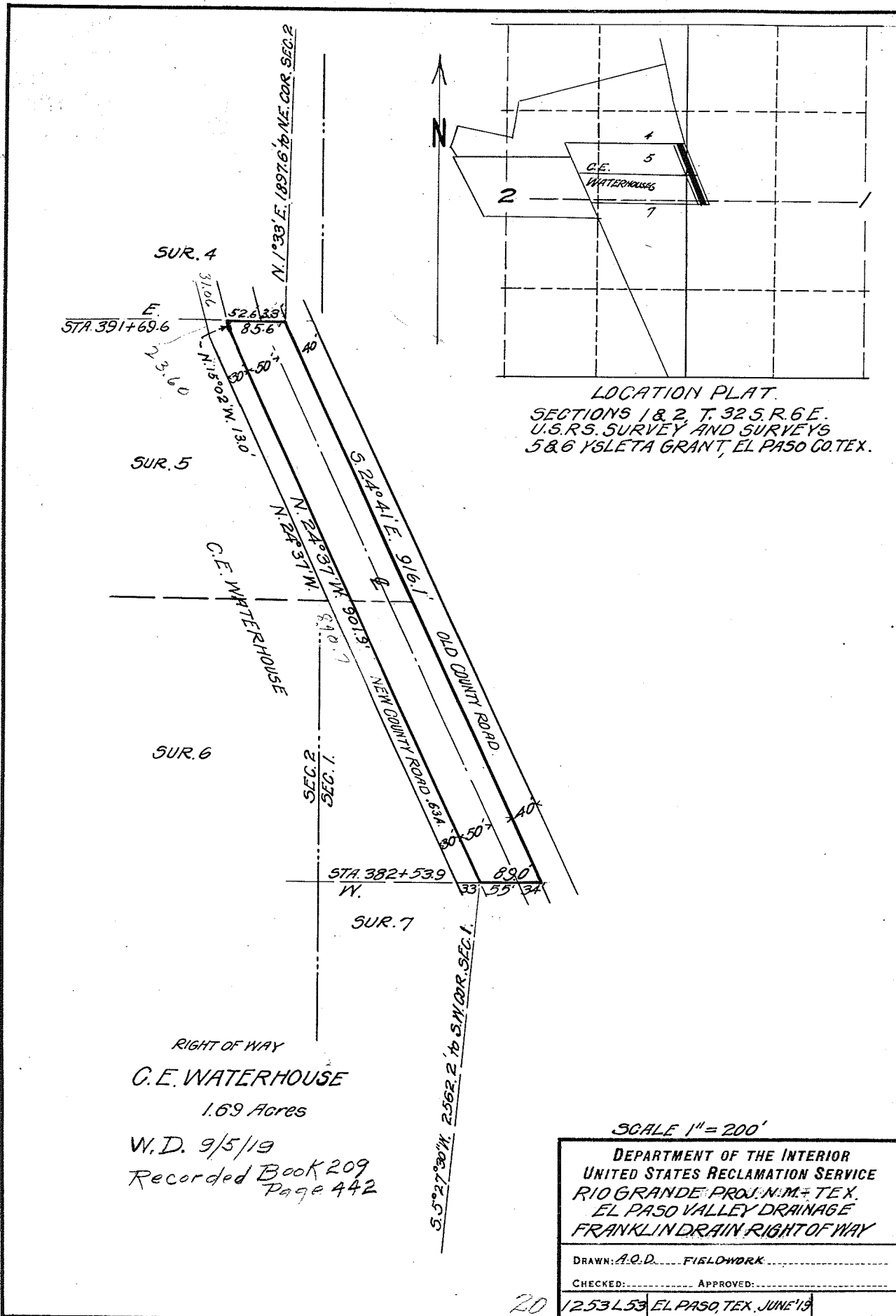
I, ..... Clerk of the County

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 10th day of September, A. D. 1919, at 2:15 o'clock P. M. and duly recorded the 23rd day of September, A. D. 1919, at 2:30 o'clock P. M. in the records of said County, in Volume 209 on Pages 442

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.



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

known to me to be the person whose name \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_

**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 reract 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 \_\_\_\_\_ on Pages \_\_\_\_\_

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.

NOT INDEXED  
ASSUMED NOT RECORDED  
C E Waterhouse  
to Judge - Franklin

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, C. E. Waterhouse

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 in hand paid by E. B. McClintock, County Judge

of the County of El Paso, and State of Texas, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said

E. B. McClintock, County Judge of the County of El Paso, State of Texas, and his successors in office

~~resigns~~ all 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 1/2 miles south of the town of Ysleta, Texas, in the southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter, Section One (1), and the Southeast quarter of the Northeast quarter, Section Two (2), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey and in surveys Nos. 5 and 6 of the Ysleta Grant and more particularly described as follows: Beginning at the point of intersection of the boundary between surveys Nos. 6 and 7 of the Ysleta Grant, with the west boundary of the right of way of the Franklin Drain, from which point the southwest corner of said Section 1 bears South 5°27'30" West, two thousand five hundred sixty-two and two tenths (2562.2) feet; thence along the boundary between said surveys Nos. 6 and 7 West thirty-three (33.0) feet; thence North 24°37' West, nine hundred fifteen and seven tenths (915.7) feet to the boundary between surveys Nos. 4 and 5 of the Ysleta Grant; thence along said boundary East thirty-three (33.0) feet to the west boundary of the right of way of the Franklin Drain; thence along said boundary South 24°37' East, nine hundred fifteen and seven tenths (915.7) feet to the point of beginning; said tract of land containing sixty-three hundredths (0.63) acre, more or less.

TO HAVE AND TO HOLD all 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 E. B. McClintock, County Judge of El Paso County, State, of Texas and his successors in office

~~resigns~~ forever.

WITNESS hand this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_

Witnesses at Request of Grantor:

Corrected as to Engineering Data C.E.D.

~~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. E. Larson~~  
Project Manager, U. S. R. S.  
C. E. Waterhouse  
Contractor.  
P. O. address Union Depot  
El Paso, 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 \_\_\_\_\_

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

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 hereinabove provided.

Article 2. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the contractor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents of 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.~~



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made the 5th day of September  
nineteen hundred and nineteen, in pursuance of the act of June 17,  
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by  
L. H. Lawson Project Manager,  
United States Reclamation Service, thereunto duly authorized and subject to the approval of the  
proper supervisory officer, and C. E. Waterhouse

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

WITNESSETH, The parties covenant and agree that:

~~ARTICLE I. 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  
south of the town of Yeleta, Texas, in the Southwest quarter of the  
Northwest quarter and the Northwest quarter of the southwest quarter,  
Section One (1), and the Southeast quarter of the Northeast quarter  
Section Two (2), Township Thirty-two (32) South, Range Six (6)  
East, United States Reclamation Service survey and in surveys Nos.  
5 and 6 of the Yeleta Grant, containing one and sixty-nine hun-  
dredths (1.69) acres, more or less, in 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 Sixty-nine  
and 60/100 (\$69.60) Dollars, the value of said improvements, to  
the contractor in hand paid by the United States, the receipt where-  
of is hereby acknowledged, the contractor hereby waives and re-  
leases 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.

CERTIFICATE

I HEREBY CERTIFY That the rights and property described in the agreement dated September 5, 1919 with C. E. Waterhouse 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, \$69.60 for (clearing and leveling 2.32 acres at \$30.00 per acre, acreage being total of that donated to United States and 0.63 acre used for road purposes), is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. E. Lawson,

---

Project Manager.

El Paso, Texas.

Sept. 5, 1919.

Inclosures:

Original and 4 copies of form letter of transmittal.

Original and 3 copies of contract

" " 1 copy Cert. of Recommendation.

2 Blueprints.

Remarks:

(INSERTED IN DENVER OFFICE).

This contract is transmitted to Washington for approval for the reason that no copy of the donation deed was furnished the Denver Office. In this connection, see letter dated September 18, 1919, from Assistant to the Director to District Counsel, El Paso, copy to this office.

It is observed that the words "and acts amendatory thereof or supplementary thereto" were not inserted in the preamble of this contract by the Project Manager. This has been done in the Denver Office.

It is also observed that the paragraphs of the contract are not numbered properly. Under existing regulations the first paragraph after the witnesseth clause should be numbered 2 and the balance of the paragraphs numbered in consecutive order.

### INSTRUCTIONS.

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.

2. The office in which the contract originates will transmit *two (2) copies* of this form *in excess* of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) 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. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). 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 and submitted with 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 in the space above.

6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I. of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.

7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

NOV 7 1919  
Aug. 30, 1919  
Sept. 5, 1919

Project **El Paso, Tex.**  
(Place) (Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated **Sept. 5, 1919.**

With **C. B. Waterhouse**

Estimated amount involved, \$ **69.60** Authority No. **6-5**

Accompanied by ~~plans and~~ **copies** or Clearing Acct.  
(Insert "Yes" or "No" bond) **No bond**

Purpose: **Payment for improvements on 1.69 acres for Franklin Drain, by deed dated Sept. 5, 1919.**

**INSTRUCTIONS**

Advise Project Manager at **El Paso, Tex.**  
(Post office and State)  
District Counsel at **El Paso, Tex.**  
(Post office and State)  
and **Chief of Construction Denver, Colorado**  
~~Execution~~  
of the approval of the above, using extra copy hereof.  
Inclosures listed on the reverse

**L. M. Lawson.**  
(Signature)

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 208, Vol. 1 of Manual.  
Denver, Colo.  
The above described contract and bond, if any, approved  
by \_\_\_\_\_ on  
Chief of Construction:

Denver, Colo. **November 14, 1919**

Acting Chief of Construction to Director:  
It is recommended that the above described contract be ~~approved~~  
approved and bond if any approved.

- Inclosures:  
**Orig. & 5 copies form letter**  
**" " 2 " contract**  
**" cert. of necessity**  
**1 Blueprint, 1253 L 58**  
Copy of letter dated Nov. 14, 1919, from A.C. of C. to P.M.

(SEE STATEMENT ON REVERSE)  
(Signature)  
**CHAS. F. WILLIAMS.**

executed Washington, D. C. **NOV 25 1919**  
Contract approved and bond, if any, ~~approved~~ by **Chas. F. Williams**  
accepted by \_\_\_\_\_

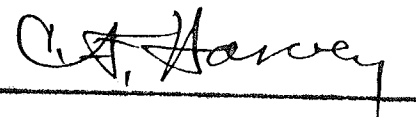
on **NOV 25 1919**

CERTIFICATE

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

A tract of land in the SW $\frac{1}{4}$  NW $\frac{1}{4}$  and the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Sec. 1, and the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Sec. 2 T. 32 S., R. 6 E., U.S.R.S. survey and in surveys No's. 5 and 6 of the Yalsta Grant, El Paso County, Texas, and more particularly described in quitclaim deed dated Sept. 5, 1919, running from C.E. Waterhouse to the United States of America:

That the tax records of said county indicate C.E. Waterhouse, 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.



Asst. District Counsel.

El Paso, Texas

Sept. 5, 1919.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas ~~Sept. 5~~ <sup>NOV 6</sup> - 1918, 1919.

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

quitclaim deed for acceptance and filing.

Subject: Forwarding ~~contract for approval.~~

Deed Agreement dated August 30, 1919 Rio Grande Project

Executed on ~~behalf of U. S.~~ by C. E. Waterhouse

With To United States of America

Estimated amount involved, \$ ~~69.60~~ Authority No. 6-5  
or clearing acct.

~~Accompanied by bond and two copies.~~

(Strike out if no bond transmitted) No bond

Purpose:  
(See instructions on back.)

Donation of right of way for 1.69 acres for Franklin Drain.  
Land is not homestead property.

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

Advise Chief of Construction, Denver, Colo., and Project Manager

at El Paso, Texas and District Counsel

El Paso, Texas of the approval of the above

Encls. Original deed  
Cert. as to title  
1 Blueprint

L. M. Lawson.

Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

Washington, D. C., NOV 18 1919

Contract (and bond, if any,) was approved by *Ottomar Hamele*

*Ottomar Hamele* on NOV 18 1919

NOV 12 '19 445

Acting Director to R.M. and D.C. - If grantee married additional deed should be obtained in future show marital status of grantee in caption and signature when practical.

<sup>10</sup> ~~Grant~~ Franklin COUNTY El Paso

1. Mailing address of each party C.E. Waterhouse  
Union Depot El Paso, Texas
2. Personal status of each party (married, single, widow or widower): Married
3. List of improvements (state, as by itemized bill, how total consideration was fixed):  
Clearing & Leveling 69 6/100
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:  
No liens
5. State whether or not land is homestead property Not Homestead
6. Survey number of tract (if not embodied in land description):  
If no survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):  
Acreage \_\_\_\_\_: assessed at \$ \_\_\_\_\_  
other available information \_\_\_\_\_
7. Grantor will order title guaranty.  
Grantor agrees that Service may order title guaranty and make deduction therefor.  
Grantor will order abstract of title.  
Grantor agrees that Service may order abstract of title and make deduction therefor.  
✓ Grantor states that taxes are paid to date.  
Grantor will pay taxes now unpaid.  
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.  
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the licnor).  
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.
8. Cost of structures to be built by Service. None.

This title was for Waterhouse Tract was passed on by Perry when the South side Feeder was built,

November 14, 1919.

Acting Chief of Construction,

Project Manager, El Paso, Texas.

Contract dated September 5, 1919, with C. E. Waterhouse,  
purchase of improvements for Franklin Drain - Rio  
Grande Project.

1. The contract was received in this office with your form letter of November 6, 1919, and will be transmitted to the Director for approval, for the reason that no copy of the deed was filed in the Denver office pursuant to instructions in letter dated September 18, 1919, from Assistant to the Director to District Counsel, El Paso, copy to this office.

2. The first "Whereas" of the contract states that the area donated is 1.69 acres, and the "Now Therefore" clause states that the contractor shall be paid \$69.60 for the improvements.

3. The certificate of necessity states:

"That the consideration to be paid thereunder, \$69.60 for (clearing and leveling 2.32 acres at \$30.00 per acre, acreage being total of that donated to United States and 0.63 acre used for road purposes) is reasonable and the lowest that could be obtained ""."

4. From the above it would appear that a discrepancy exists between the contract and the certificate. Will you kindly furnish statement in duplicate covering this matter.

CC - Director, Washington,  
D.C., El Paso, Texas. ✓

CHAS. P. WILLIAMS.



CPH:MEF

El Paso, Tex. Nov. 17, 1919.

Project Manager

Chief of Construction, Denver, Colo.

Contract dated September 5, 1919, with C. E. Waterhouse,  
purchase of improvements for Franklin Drain - Rio  
Grande Project.

1. You are advised that while the area donated  
and described in the deed is 1.69 acres, it was necessary  
for the United States to make settlement for improvements  
upon 2.32 acres as the drainage operations necessitated  
the moving of a public road and the contractor C. E.  
Waterhouse donated to the County .63 acre for roadway  
purposes.

- - -

CC - Director  
D. C. El Paso

L. M. Lawson

*Book page*  
209, 442  
QCD filed *\*recorded*  
El Paso County

1.69 acres  
Checked & verified  
3-17-88-cci