

28

RODELA, REFUGIO, et. ux., Ydefonse

QUITICIAIM DEED

JUAN DE HERRERA LATERAL (104)

0023-0077-6018-00

11-(18)

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

Know all Men by these Presents:

THAT Refugio Rodela and Ydefonsa Rodela, husband and wife,

of the County of El Paso, State of Texas,
sum of One and 0/100 (\$1.00) for and in consideration of the
DOLLARS,

to them in hand paid by United States of America, in pursuance of the Act
of June 17, 1902 (32 Stat., 388).

~~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
United States of America, its

~~They~~ assigns all their 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 situated in the northwest quarter of the southeast
quarter of section 36, township 31 south, range 6 east, United States
Reclamation Service survey, Ysleta grant, being a strip of land 60 feet
wide lying 30 feet on each side of a center line described as follows:
Beginning at station 280 plus 95.7 of said center line, a point on
the property line of land between Vendor and Juana Lowenstein, from which
point the northwest corner of section 36 above described lies north
3,506.8 feet and west 3,580.2 feet, said property line bearing south
45°45'30" west and north 45°45'30" east 9.1 feet to a concrete post and
thence north 39°32'30" west 46 feet; thence with said center line to the
left along the arc of a curve tangent to the course south 71°12' east and
having a radius of 287.94 feet a distance of 75.1 feet, based on 100-foot
chords; thence south 86°13' east 235.9 feet to station 284 plus 06.7 of
said center line, a point on the property line of land between Vendor
and Juana Lowenstein, said property line having a bearing south 12°56'
west and from which point a concrete post on said property line bears
north 12°56' east 58.8 feet and the northwest corner of said section 36
lies north 3,537.1 feet and west 3,889 feet; said tract of land contain-
ing forty-four hundredths (0.44) of an acre, more or less;

TO HAVE AND TO HOLD all their 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
United States of America, its

~~They~~ assigns forever.

WITNESS our hand this the 28th day of February, A. D. 1918

Witnesses at Request of Grantor

Geo. W. Hoadley

Emilia Rodela

His
Refugio X Rodela
Mark

Ydefonsa Rodela

QUIT-CLAIM. DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of

1918, at

o'clock and minutes. M.

Clerk.

Deputy.

By

El Paso

State of Texas, :
: ss.
County of El Paso, :

Before me, the undersigned authority, on this day personally appeared Geo. W. Hoadley, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw Refugio Rodela and Ydefonsa Rodela, the grantors who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the persons who executed the same.

Given under my hand and seal of office this 15th
day of March, A. D. 1918.

JESSIE E M HOWE

Notary Public In and For County
of El Paso, State of Texas.

My commission expires
June 1, 1919.

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

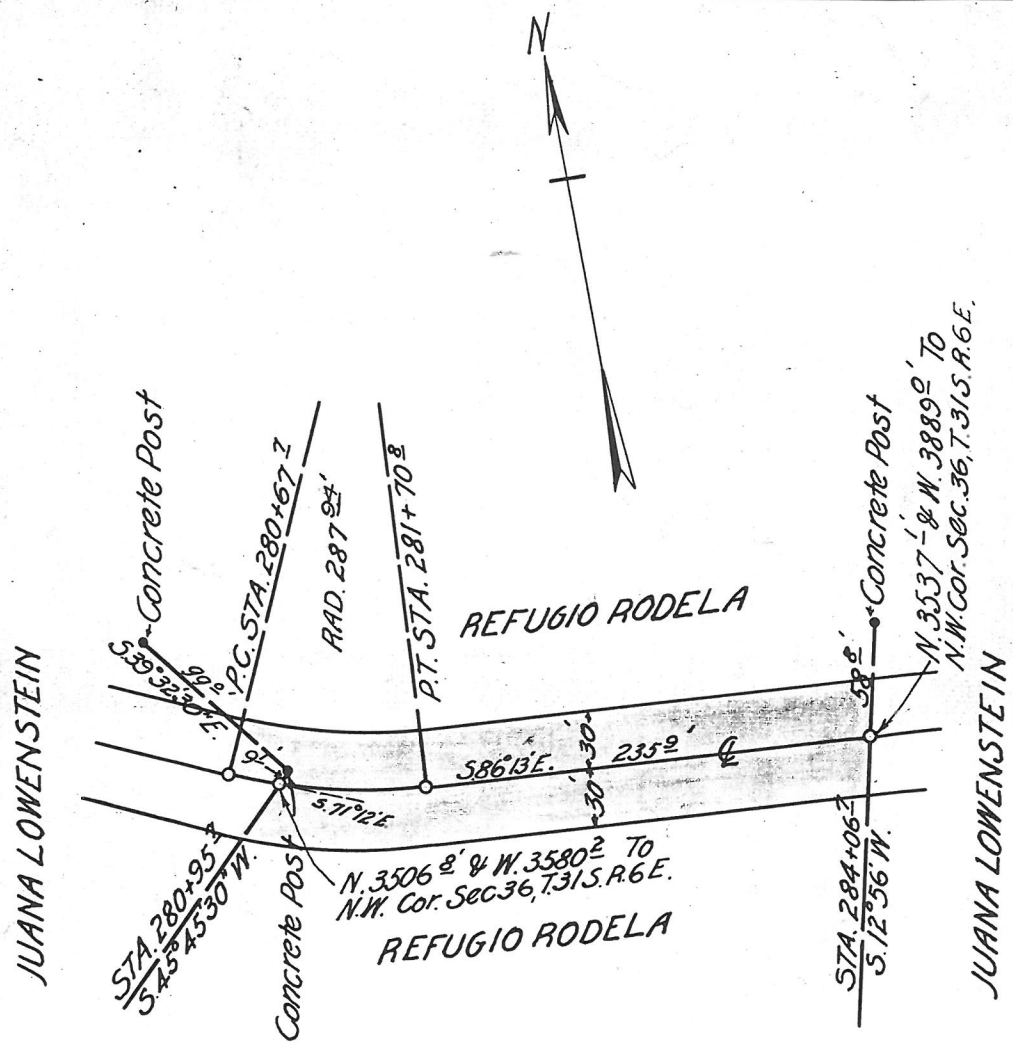
THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

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 8th day of March, A. D. 1918, 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 319 on Pages 111

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.



RIGHT OF WAY
THROUGH PROPERTY OF
REFUGIO RODELA

.44 ACRE
In the N.W. $\frac{1}{4}$ of SE. $\frac{1}{4}$ Sec. 36, T. 31 S. R. 6 E.
U.S.R.S. Survey, Ysleta Grant,
El Paso County, Texas.

Q.C.D. 2/28/18
Recorded 3/8/18
Book 319 Pg 111.

Legend
R/W To be Conveyed

SCALE: 1"=100'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT, N.M. - TEX.
JUAN D'HERRERA LATERAL
RIGHT OF WAY

Drawn A.O.D.	Recommended
Checked	Approved
897461	El Paso, Tex. Jan 22-18.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

APR - 4 1918

El Paso, Texas, ~~March 15~~ _____, 191 **8**

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

Subject: Forwarding ~~contract~~ **donation deed**
Deed
Agreement dated **Feb. 28, 1918** for acceptance, **Rio Grande** Project.

Executed by **Refugio Rodela and wife.**

~~with~~ **To United States.**

Estimated amount involved, \$ **0** (See Gen'l Order No. 124)

Purpose of agreement: **Donation of right of way for Juan d'Herrera lateral system.**
(See instructions on back, Pars. 4 and 5)

~~Original and one copy of bond herewith~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at **El Paso, Texas.**

and ~~with~~ **District Counsel** at **El Paso, Texas.**
of the approval of the above.
~~acceptance.~~

Incl. deed & blueprint.

I M LAYSON

(Signature.)

cert. as to title

(The blanks below to be filled in the Washington Office.)

~~Accepted by:~~ **Accepted by:** *Henry B. ...*

Date of approval ~~acceptance:~~ **acceptance: APR 15 1918**

Bond, if any, approved by same officer on same date.

CERTIFICATE.

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

A tract of land in NW $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 36, T 31 S, R 6 E, United States Reclamation Service survey, El Paso County, Texas, more particularly described in quitclaim deed dated February 28, 1918, running from Refugio Rodela and Ydefonsa Rodela, husband and wife, to the United States of America:

That the tax records of said county indicate Refugio Rodela, 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

Clerk.

El Paso, Texas,

April 4, 1918.

El Paso, Texas, March 7, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official recording are
the following quitclaim deeds running to the United
States:

Clemente Candelaria and wife, dated February 28, 1918.

E. H. Lang, dated March 1, 1918.

Refugio Rodela and wife, dated February 28, 1918. ✓

Very respectfully,

District Counsel.

3 incls.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, February 28, 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 Refugio Rodela in the northwest quarter of the southeast quarter of section 36, township 31 south, range 6 east, United States Reclamation Service survey, El Paso County, 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 that the rights and property described in the attached agreement dated February 28, 1918, with Refugio Rodela are required for purposes authorized by the Act of June 17, 1902 (32 Stat. L., 388), namely, as right of way for the Juan d'Herrera lateral system, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$26.40 (for enhanced value of the land due to stand of alfalfa, not, however, in crop - 0.44 acre at \$60 per acre) is reasonable and just and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. LAWSON

Project Manager.

El Paso, Texas,
February 28, 1918.

Project Mgr

FIELD CONTRACT.

6-4582

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico - Texas.

This Agreement, Made the 28th day of February.

nineteen hundred and eighteen, in pursuance of the act of June 17,
1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE
UNITED STATES OF AMERICA, by L. H. Lawson, Project Manager,

~~Refugio Rodola~~ United States
Reclamation Service, thereunto duly authorized, and subject to the approval of the proper super-
visory officer, and Refugio Rodola,

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

Witnesseth, The parties covenant and agree that:

~~ARTICLE I - THE CONTRACTOR WILL~~

Whereas, under date of February 28, 1918,

quitclaim deed was executed by ^{*Refugio*} ~~Refugio~~ Rodola, Contractor herein,
releasing and quitclaiming to the United States of America a cer-
tain tract of land for right of way for Juan á'Herrera lateral
system of the Rio Grande project of the United States Reclamation
Service, situated in the county of El Paso, State of Texas, de-
scribed as follows:

A tract of land situated in the northwest quarter of the south-
east quarter of section thirty-six (36), township thirty-one (31)
south, range six (6) east, United States Reclamation Service survey,
Yelata grant, being a strip of land sixty (60) feet wide, lying thirty
(30) feet on each side of a center line described as follows:

Beginning at station 280 plus 95.7 of said center line, a point
on the property line of land between Vendor and Juana Lowenstein,
from which point the northwest corner of said section thirty-six
(36) lies north three thousand five hundred six and eight-tenths
(3,506.8) feet and west three thousand five hundred eighty and
two-tenths (3,580.2) feet, said property line bearing south 45°45'
30" west and north 45°45'30" east nine and one-tenth (9.1) feet to
a concrete post and thence north 39°32'30" west 46 feet; thence
with said center line to the left along the arc of a curve tangent
to the course south 71°12' east and having a radius of 287.94 feet
a distance of seventy-five and one-tenth (75.1) feet, thence south
86°13' east two hundred thirty-five and nine-tenths (235.9) feet
to station 284 plus 06.7 of said center line, a point on the prop-

based on 100-ft. chords

erty line of land between Vendor and Juana Lowenstein, said property line having a bearing south 12°56' west and from which point a concrete post on said property line bears north 12°56' east 58.8 feet and the northwest corner of said section thirty-six (36) lies north three thousand five hundred thirty-seven and one-tenth (3,537.1) feet and west three thousand eight hundred eighty-nine (3,889) feet; said tract of land containing forty-four hundredths (0.44) of an acre, more or less; and

Whereas, The United States, in constructing the said Juan d' Herrera lateral system desires immediate possession of the above described land for said right of way purposes; and

Whereas, The Contractor is the owner of the _____
stand of alfalfa (not now in crop)

on the aforesaid land,

NOW, THEREFORE, For and in consideration of the sum of

Twenty-six and 40/100

Dollars (\$ 26.40)

to the Contractor paid 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 whatsoever nature by reason of the damage the Contractor has sustained or may hereafter sustain as a result of the operations of the Reclamation Service as aforesaid; and it is further understood and agreed that the United States, its agents, officers, and employees, shall at all times have the right to go upon said above described land for the purpose of surveying, constructing, repairing, operating, and maintaining said Juan d'Herrera lateral system, or any portion thereof, or any structures appurtenant 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 hereinbefore provided.

Article 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 2. No interest in this agreement shall be transferred 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 3. 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 4. 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, M LAWSON
_____, U. S. R. S.

Witness: _____
REFUGIO RODRILA, His I Mark.

Geo. W. Hoadley
Emilia Rodela

P. O. address: **El Paso, Texas.**

Contractor.

Approved _____, 191____

Chief of Construction, U. S. R. S.

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.

INSTRUCTIONS

Subscribed and sworn to before me at _____, U. S. R. S.

[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.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, February 28, 1918

Project Manager to the Chief of Construction.

Subject: Forwarding contract for approval.

Agreement dated **February 28, 1918** Rio Grande Project

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

With **Refugio Rodela.**

Estimated amount involved, \$ **26.40** Authority **5-C-1.**

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

Purpose:
(See instructions on back at Par. 4)

Purchase of improvements (enhanced value of land), Juan d'Herrera lateral system. Improvements are on land covered by donation quitclaim deed referred to in the said contract.

Advise **Chief of Construction, Denver, Colo., and Project Manager at El Paso, Texas,**

and **District Counsel** at **El Paso, Texas.**

using extra copy or copies hereof.

Incls.
Orig. & 3 copies contract.
2 certificates in duplicate.
2 blueprints.

L. M. LAWSON,
(Signature)

(The blanks below to be filled in by Denver office.)

Washington, D. C.
Denver, Colo.,

APR 15 1918, 191

Approved by **Morris Bien, Acting Director**, Chief of Construction.

Date, **APR 15 1918**

Bond, if any, approved by same officer on same date.

Morris Bien, Acting Director

Chief of Construction

Respectfully transmitted to the Director of Reclamation, for approval, for the reason that the quit-claim deed referred to in the first "Whereas" clause is not, under the regulations, permitted through this office. 10 Encls. Orig. & 3 copies of P.M. letter to Project Manager, El Paso, Texas, for necessary cooperation. P.M. letter to District Engineer, El Paso, Texas, for necessary cooperation. Denver, Colo., April 15, 1918. Acting Chief of Construction.

We, the undersigned members of the Board designated to fix the value of the land proposed to be purchased by the UNITED STATES from R. RODELLA, as right of way for the JUAN D'HERRERA LATERAL SYSTEM, Rio Grande project, as shown upon agreement to sell hereto attached, find that the fair and reasonable value of said land and rights is \$ 60⁰⁰/100 the acre

E. P. Reeves
Representative El Paso Valley
Water Users' Association.

Geo. W. Hoadley
Representative U. S. Reclamation
Service.

El Paso, Texas,

2/13, 1918.