

780 CARBAJAL, VICTORIANA B. QUITCLAIM DEED 10L JUAN DE HERRERA LATERAL "B"

0023-0074-0032-00

THE STATE OF TEXAS :

COUNTY OF EL PASO :

KNOW ALL MEN BY THESE PRESENTS: THAT, I, Victoria <sup>W</sup>B. Carbajal, a widow, of the County of El Paso, State of Texas, for and in consideration of the sum of ONE and No/100 (\$1.00) Dollar, 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, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quitclaim, 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, and State of Texas, described as follows, to-wit:

A tract of land in the South half of the northwest, <sup>Quarter</sup> the Northeast quarter of the southwest quarter, the northwest quarter of the southeast quarter, the southwest quarter of the northeast quarter, Section Twenty-five (25), Township thirty-one (31) South, Range Six (6) East, United States Reclamation Service survey and Ysleta Grant, and included in a tract of land sixty feet wide lying thirty feet on each side of the center line of the Juan d'Herrera Lateral, Branch B, said center line being described as follows:

Beginning at a point on the property line between land of grantor herein and B. H. Blanchard, said property line having a bearing North 27°51' East and from which point the northwest corner of said Section Twenty-five (25) bears North 27°0' West, two thousand four hundred sixty-nine and three tenths (2469.3) feet; thence southeasterly along the arc of a two hundred eighty-seven and nine tenth (287.9) feet radius curve tangent to the course South 67°41' East a distance of thirty-nine and seven tenths (39.7) feet based on 100 foot chords; thence South 75°39' East, four hundred seventy-five and five tenths (475.5) feet; thence to the right along the arc of a three hundred eighty-three and one tenth (383.1) feet radius curve a distance of one hundred thirteen (113.0) feet based on 100 foot chords; thence South 58°42' East, two hundred sixty-nine and one tenth

Correct as to Engineering Data  
S.M.A.

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

KNOW ALL MEN BY THESE PRESENTS: THAT

of the County of \_\_\_\_\_ of \_\_\_\_\_, for and in consideration of the  
sum of \_\_\_\_\_ DOLLARS,

to \_\_\_\_\_ in hand paid by \_\_\_\_\_

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 \_\_\_\_\_

heirs and assigns all \_\_\_\_\_ right, title and interest in and unto that tract or parcel of land lying in the County  
of \_\_\_\_\_, and \_\_\_\_\_ of \_\_\_\_\_, described as follows, to-wit:

(269.1) feet; thence to the left along the arc of a seven hundred sixteen  
and eight tenth (716.8) feet radius curve a distance of one hundred ten &  
eight tenths (110.8) feet based on 100 foot chords; thence South 67°34'  
East, four hundred sixty-four (464.0) feet; thence to the left along the  
arc of a two hundred eighty-seven and nine tenth (287.9) feet radius curve  
a distance of one hundred four and two tenths (104.2) feet based on 100  
foot chords; thence South 88°24' East, three hundred thirty-three and six  
tenths (333.6) feet; thence to the left along the arc of a five hundred  
seventy-three and seven tenths (573.7) feet radius curve a distance of one  
hundred thirteen and seven tenths (113.7) feet based on 100 foot chords;  
thence North 80°14' East, three hundred ninety-seven and eight tenths (397.  
feet; thence to the left along the arc of a three hundred eighty-three and  
one tenth (383.1) feet radius curve, a distance of ninety-eight and nine  
tenths (98.9) feet based on 100 foot chords; thence North 65°24' East, two  
hundred sixty-nine and six tenths (269.6) feet; thence to the right along  
the arc of a five hundred seventy-three and seven tenths (573.7) feet radiu  
curve a distance of sixty-five and one tenth (65.1) feet, based on 100 foot  
chords to a point on said center line, the northwest corner of land of F.  
Booher and a corner of land of J. A. Bradford and the property line between  
land of grantor herein and said Booher having a bearing South 13°46' West,  
and the property line between land of Grantor herein and said Bradford hav-  
ing a bearing North 13°46' East, a distance fourteen and eight tenths (14.8)  
feet and South 85°0' West, sixty-seven and two tenths (67.2) feet to the  
intersection with the North boundary of the right of way for said Juan D.  
Herrera Lateral Branch B and terminating with said property lines and the ta  
gent to the curve at said point on said center line having a bearing South  
71°54' West, and from which point the southeast corner of said Section Twen-  
ty-five (25) bears South 27°16' East, three thousand seventy-one (3071) fee  
said tract of land herein described containing three and ninety-two hundred  
ths (3.92) acres, more or less; two and thirty-six hundred (2.36) acres of  
which is occupied by the old Pena Ditch and is the property of the United  
States, and the remainder, or one and fifty-six hundredths (1.56) acres,  
being the land which is outside the old ditch lines and which it is herein  
intended to convey.

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**

~~heirs and~~ assigns forever.

WITNESS my hand this the 14th day of August, A. D. 1919

Witnesses at Request of Grantor:

Josefa Carbajal

Victoria B. Carbajal

**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  
Victoriana B. Carabajal, a widow

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 14th day of August, A. D. 1919

GEO W HOADLEY

My com exp June 1st 1921

Notary Public

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 instru-  
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-  
eration 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. }

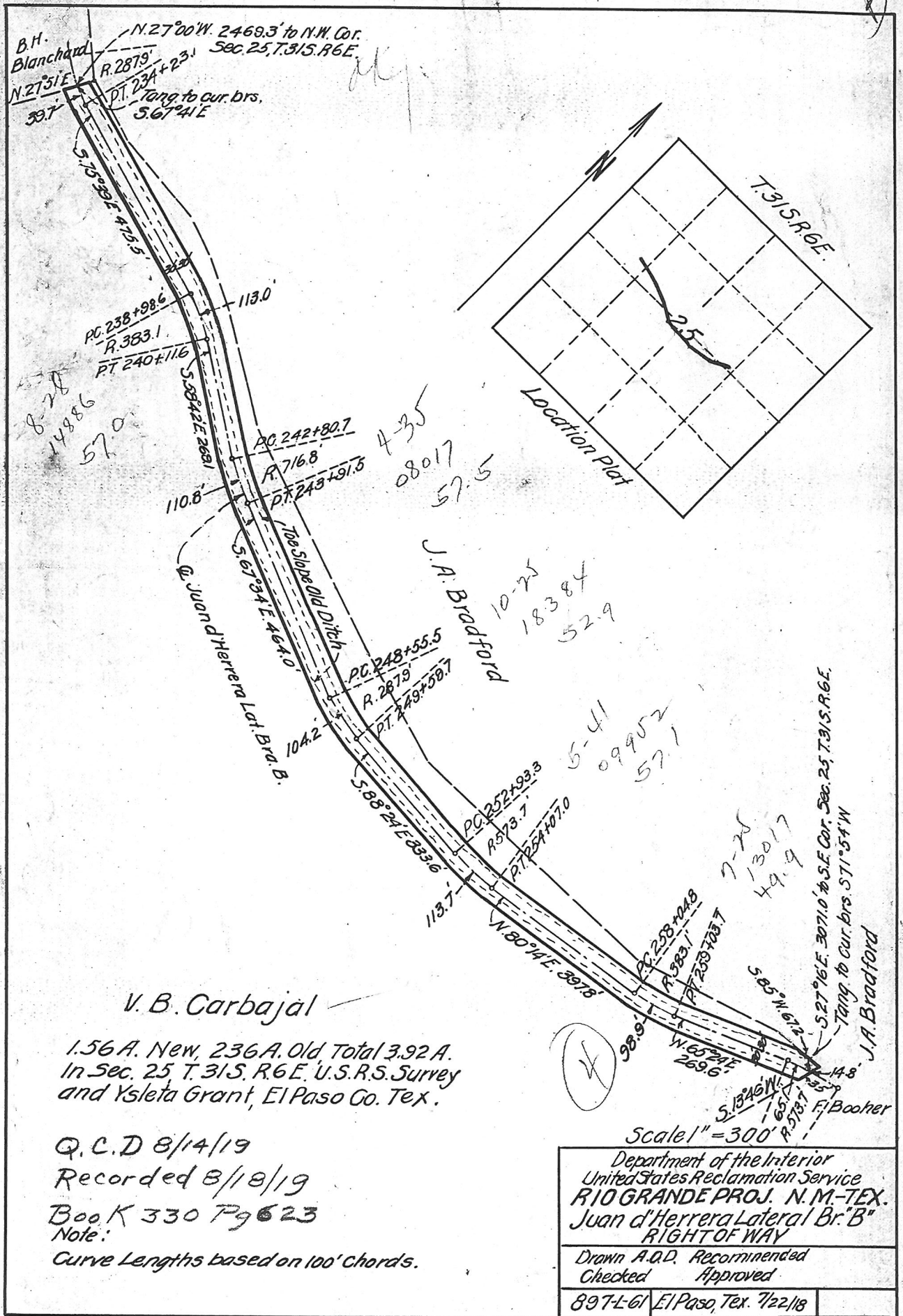
I \_\_\_\_\_ Clerk of the County

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 330 on Pages 623.

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.



B.H. Blanchard  
 N. 27° 00' W. 2469.3' to N.W. Cor.  
 Sec. 25, T.31S, R.6E.  
 R. 287.9  
 P.I. 234+23  
 Tang. to cur. brs.  
 5.67° 41' E  
 39.7

8.78  
 14886  
 57.0

PC 238+98.6  
 R. 383.1  
 PT 240+116  
 113.0

PC 242+80.7  
 R. 716.8  
 PT 243+91.5  
 110.8

100 Slope Old Ditch  
 S. 67° 34' E. 464.0  
 Q. Juan d'Herrera Lateral Br. B.  
 104.2

4.35  
 8017  
 57.5

J.A. Bradford  
 10.25  
 18384  
 52.9

PC 248+55.5  
 R. 287.9  
 PT 249+58.7

5.41  
 09952  
 57.1

PC 252+93.3  
 R. 973.7  
 PT 254+07.0  
 113.7

7.25  
 13017  
 49.9

V. B. Carbajal

1.56 A. New, 236 A. Old Total 3.92 A.  
 In Sec. 25, T. 31 S. R. 6 E. U.S. R.S. Survey  
 and Ysleta Grant, El Paso Co. Tex.

Q.C.D 8/14/19  
 Recorded 8/18/19  
 Book K 330 Pg 623  
 Note:

Curve Lengths based on 100' Chords.

(K)

Scale 1" = 300'  
 Department of the Interior  
 United States Reclamation Service  
 RIO GRANDE PROJ. N. M.-TEX.  
 Juan d'Herrera Lateral Br. "B"  
 RIGHT OF WAY

Drawn A.A.D. Recommended	Checked	Approved
897-L-61	El Paso, Tex. 7/22/18	

S. 27° 16' E. 3071.0' to S.E. Cor. Sec. 25, T.31S, R.6E.  
 Tang. to cur. brs. S. 71° 54' W  
 J.A. Bradford

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

**Mio Grande Project**, **El Paso, Texas**, **November 10, 1919**

**Project Manager to Chief of Construction, thru District Counsel.**

**Subject: Forwarding for approval contract dated ~~Nov 10, 1919~~ Aug. 14, 1919.**

**With Victoriana P. Canabal**

**Estimated amount involved, \$ 195.00**

**Accompanied by bond and 2 copies of Cleaning Acct.**

**Purpose: Settlement for improvements on 1.56 acres of land donated for Juan & Herrera laterals.**

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**Settlement for improvements on 1.56 acres of land donated for Juan & Herrera laterals.**

Advise Project Manager at **El Paso, Texas**,  
(Post office and State)

District Counsel at **El Paso, Texas**,  
(Post office and State)

and **Chief of Construction, Denver, Colorado**

of the approval of the above, using extra copy hereof.

Inclosures listed on the reverse

**L. M. LARSON**  
(Signature)

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 205, Vol. 1 of Manual.

Denver, Colo.

The above described contract and bond, if any, approved

by \_\_\_\_\_ on \_\_\_\_\_

Acting Chief of Construction.

Denver, Colo. November 14, 1919

Chief of Construction to Director:

It is recommended that the above described contract be

~~executed~~ approved and bond, if any approved.

Inclosures:

Orig. & 3 copies form letter

" " 2 " contract

" cert. of necessity

1 blueprint, 897-L-61

(SEE STATEMENT ON REVERSE)

**CHAS P. WILLIAMS**  
(Signature)

executed Washington, D. C. NOV 25 1919

Contract approved and bond, if any, approved by *Ottomar Hamels*

on NOV 25 1919 Acting Director

NOV 18 '19 4656

Inclosures:  
Original and 4 copies of form letter of transmittal.  
Original and 3 copies of contract  
" " 1 copy certificate 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.

### 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.

1702 10/10/10  
215 9/10/10

*S. Carbajal*

THIS AGREEMENT, made

nineteen hundred and nineteen, between

and \_\_\_\_\_, his wife, of

County, \_\_\_\_\_, for \_\_\_\_\_ sel \_\_\_\_\_, \_\_\_\_\_ h \_\_\_\_\_ 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:

A tract of land approximately 2 miles Northwest of the town of  
Clint, Texas, in the Northwest quarter of the Southeast quarter and  
in the Northeast quarter of the Southwest quarter and in the South-  
east quarter of the Northwest quarter of Section Twenty-five (25),  
Township Thirty-one (31) South, Range Six (6) East, United States  
Reclamation Service Survey and in the Ysleta Grant, being more par-  
ticularly described as follows: Beginning at the northeast corner,  
which is a point on property line between land of Grantor herein and  
J. A. Bradford, from which point the Northeast corner of said Section  
25 bears North 47°47'50" East, three thousand nine hundred twenty-five  
and seven tenths (3925.7) feet; thence South 2°29' East, fifty-three &  
three tenths (53.3) feet; thence along a curve of five hundred three  
and sixty-nine hundredths (503.69) feet radius, three hundred twenty-  
seven and eight tenths (327.8) feet measured on 100 foot chords; thence  
South 39°51' East, one thousand ninety-eight and four tenths (1098.4)  
feet to point on property line between land of Grantor herein and Chas.  
Davis; thence North 79°18' West, one hundred eighty-eight and seven  
tenths (188.7) feet along said property line; thence North 39°51' West,  
nine hundred fifty-three (953.0) feet; thence to the right along a  
curve of six hundred twenty-three and sixty-nine hundredths (623.69)  
feet radius, four hundred six and two tenths (406.2) feet measured on  
100 foot chords; thence North 2°29' West, fifty-eight and seven tenths  
(58.7) feet; thence along a curve of two hundred twelve and four  
hundredths (212.4) feet radius, thirty three (33.0) feet to point on  
212.04



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

~~Four hundred thirty-nine and 35/100 (\$439.35)~~  
*Five hundred fourteen 00/100 (\$514.00)*

-----dollars, by U. S. Treasury warrant or disbursing officer's check.

6: Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until.....  
.....notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until.....; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

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

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project, El Paso, Texas, November 6, 1919.

(Place)

(Date)

Project Manager to Director and Chief Engineer, District Counsel.

Subject: Forwarding for approval contract dated ~~Oct~~ donation deed dated August 14, 1919, with running from Victoriana B. Garabato to the United States.

Estimated amount involved, \$ 0 Authority No.  
Accompanied by bond and 2 copies of Clearing Acct.

(Insert "Yes" or "No" bond) No bond. 50-2

Purpose: Donation of 1.56 acres of land for Juan & Herrera Lateral B.

INSTRUCTIONS

Advise Project Manager at El Paso, Texas, (Post office and State)

District Counsel at El Paso, Texas, (Post office and State)

and

execution

of the approval of the above, using extra copy hereof.

Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 205, Vol. 1 of Manual.

L M LAWSON  
(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Denver, Colo.

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

(Signature)

executed

Washington, D. C. NOV 17 1919

Contract approved and bond, if any, approved by

on NOV 17 1919

*A. P. Davis*

NOV 12 '19 Director 4449

property line between land of Grantor herein and J. A. Bradford; thence South 75°0' East one hundred twenty-eight and five tenths (128.5) feet along said property line to point of beginning; said tract of land, excluding Right of Way of Juan d'Herrera Lateral "br B", containing three and eight hundred fifty-six thousandths (3.856) acres, more or less.

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 888 plus 00, of the El Paso Valley Mesa Drain, of the Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said bridge at the point mentioned. It is further understood and agreed that the vendor and his 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.

The vendor 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.

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

Witnesses :

*Josefu Carbajal*  
of .....

*Victoriana B. Carbajal*  
.....

.....  
of .....

.....  
Vendor.

.....  
of .....

.....  
For and on behalf of the United States.

.....  
of .....

STATE OF ..... }  
COUNTY OF ..... } ss :

I, ....., a .....

in and for said county, in the State aforesaid, do hereby certify that.....

who..... personally known to me to be the person..... whose name..... subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

.....  
.....

signed, sealed, and delivered said instrument of writing as..... free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said.....

separate and apart from..... husband....., and explained to..... the contents of the

foregoing instrument, and upon that examination..... declared that..... did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do..... not wish to retract the same.

Given under my hand and official seal, this..... day of....., 191.....

[SEAL.]

My commission expires .....

Approved ....., 191.....

CERTIFICATE.

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

A tract of land containing 1.56 acres in  $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ,  $NE\frac{1}{4}$  of  $SW\frac{1}{4}$ ,  $NW\frac{1}{2}$  of  $SE\frac{1}{4}$ , and  $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ , sec. 25, T. 31 S., R. 6 E., U.S.R.S. survey, El Paso County, Texas, being also in the Ysleta Grant and more particularly described in quitclaim deed dated August 14, 1919, running from Victoriana B. Carabajal to the United States:

That I have personally examined the tax records of said county and find that the land is taxed in the name of Victoriana B. Carabajal, who is the reputed and the actual owner; that there are no unsatisfied mortgages or other liens existing against said land; that the land is not occupied adversely to the reputed owner; that the land is a part of certain lands willed to the grantor by her husband, Saturnino B. Carabajal, by will dated July 1, 1916, filed for probate September 5, 1916, which probate contains copy of will and proof of death of deviser which occurred July 5, 1916, the will reading, in part, as follows "I, hereby give and bequeath to my beloved wife, Victoriana B. Carabajal, all property, real and personal or mixed, of which I die seized and wherever situated, to her and her heirs forever . . . I hereby nominate and appoint my wife, Victoriana B. Carabajal, my sole and independent executrix of this my last will and testament, and direct that no security or bond be required of her as such"; that the assets of the estate of said Saturnino B. Carabajal greatly exceed the debts; that no proceedings are of record adverse to said devisee; and that upon due inquiry I find that said devisee has not again married. (See probate court records, Book 31, pp. 500 -511)

C F HARVEY

El Paso, Texas,  
August 18, 1919.

Asst. District Counsel.

El Paso, Texas, August 18, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two quit-claim deeds dated August 14, 1919, running from Victoriana B. Carabajal to the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated August 14, 1919, with Victoriana B. Carabajal, are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way the Juan d' Herrera lateral, Branch B, a part of the Rio Grande project; that the consideration to be paid thereunder, \$195.00 (for 1.56 acres in garden truck, at \$125 per acre) is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

° L M LAYSON

Project Manager.

El Paso, Texas,  
August 18, 1919.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this 14th day of August,

~~and sets obligatory thereof or supplemental thereto~~  
nineteen hundred and eighteen in pursuance of the act of June 17,  
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

~~.....~~ L. H. LUTON Project Manager,  
United States Reclamation Service, thereunto duly authorized and subject to the approval of the  
proper supervisory officer, and Victoria B. Carbajal, a widow,

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

WITNESSETH, The parties covenant and agree that:

~~.....~~  
ARTICLE I. The Contractor will

2. ~~WHEREAS~~, Under even date herewith a quit-claim 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 in the south half of the northwest quarter, the northeast quarter of the southwest quarter, the northwest quarter of the southeast quarter, the southwest quarter of the northeast quarter, Section twenty-five (25), Township thirty-one (31) South, Range six (6) East, United States Reclamation Service survey and Yoleta Grant, and included in a tract of land sixty feet wide lying thirty feet on each side of the center line of the Juan A. Herrera lateral, Branch B, containing about fifty-six hundredths (1.56) acres, more or less, in the County of El Paso, State of Texas; and,

3. ~~WHEREAS~~, the United States desires immediate possession of the land herein described for use in the construction of the Juan A. Herrera lateral; and,

4. ~~WHEREAS~~, the contractor is the owner of the improvements on said described land;

5. ~~NOW, THEREFORE~~, in consideration of the sum of One Hundred Ninety-five and No/100 (\$195.00) Dollars, the value of said improvements, to the contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the contractors hereby waive and release the United States from any and all claims of whatever nature by reason of the damage that



the 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.

6. 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 Juan d'Herrera lateral 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.

7. The contractor expressly warrants that she has employed no third person to solicit or obtain this contract in her 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 she 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 her hereunder; and that she has not, in estimating the contract price submitted by her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to her hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. She 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 through a bona fide commercial representative employed by the contractor in the regular course of her 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.

~~ARTICLE B~~ 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 8. 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 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. L., 1109).

ARTICLE 10. 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. Larson  
Project Manager, U. S. R. S.  
Victoria B. Carbajal

Contractor.

P. O. address Tuleta, 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 \_\_\_\_\_ } 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.

CANAL Juan de Herrera COUNTY El Paso T.

1. Mailing address of each party Mrs Victorina B Carbajal  
Ysleta, Texas
2. Personal status of each party (married, single, widow or widower): Widow
3. List of improvements (state, as by itemized bill, how total consideration was fixed):  
alfalfa
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "lienor", and if lienor, 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 \_\_\_\_\_
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 95A : 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 lienor).  
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