

780 APODACA, CONCEPCION et. ux. Carmen C.

QUITCLAIM DEED

181

MESA DRAIN

0025-0044-0039-040

11-(39) TEXAS

1919  
RIO GRANDE

78

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

KNOW ALL MEN BY THESE PRESENTS: THAT

We, Concepcion Apodaca and Carmen C. Apodaca, 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~~ 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

~~do and~~ assigns all our 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 4 1/2 miles northwest of the town of Socorro, El Paso County, Texas, in the West half of the Northwest quarter (W 1/2 NW 1/4) Section Twenty-five (25), Township Thirty-one (31) South, Range Six (6) East, United States Reclamation Service survey and in the Ysleta Grant, and more particularly described as follows: Beginning at the Northeast corner of the tract of land herein described, which is a point on property line between land of grantors herein and H. A. Luce, from which point the northwest corner of said Section 25 bears North 29°15' West, one thousand five hundred twenty-five and four tenths (1525.4) feet; thence South 2°47' West, one hundred seventy-seven and six tenths (177.6) feet along said property line; thence North 39°43' West, two hundred seventeen (217.0) feet; thence to the right along a curve of one thousand nine hundred sixty and eight hundredths (1960.08) feet radius seventy and one tenth (70.1) feet measured on 100 foot chords to a point on property line between land of grantors herein and A. Dominguez, and the tangent to the said curve at said point bears North 37°40' West; thence North 24°01' East, one hundred thirty-seven and sixty hundredths (137.60) feet along said property line to point on curve where tangent to said curve bears South 35°38' East; thence southeasterly to left of said tangent along a curve of one thousand eight hundred forty and eight hundredths (1840.08) feet radius one hundred thirty-one and one tenth (131.1) feet measured on 100 foot chords; thence South 39°43' East eighty-six (86.0) feet to point of beginning; said tract of land containing seventy hundredths (0.70) acre, 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~~ assigns forever.  
WITNESS our hand s this the 1st day of July, A. D. 1919

Witnesses at Request of Grantor:

F.M. Tooke,  
C.F. Harvey.

Concepcion Apodaca  
her  
Carmen C. X Apodaca  
mark

Correct as to Engineering Data 908.

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  
Concepcion Apodaca

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 1st day of July, A. D. 1919  
(SEAL)

F. G. Candelaria,  
Notary Public in and for El Paso  
County, 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 Carmen C. Apodaca wife of  
Concepcion Apodaca

, 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 Carmen C. Apodaca 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 retract it.

Given under my hand and seal of office, this 1st day of July, A. D. 1919  
(SEAL)

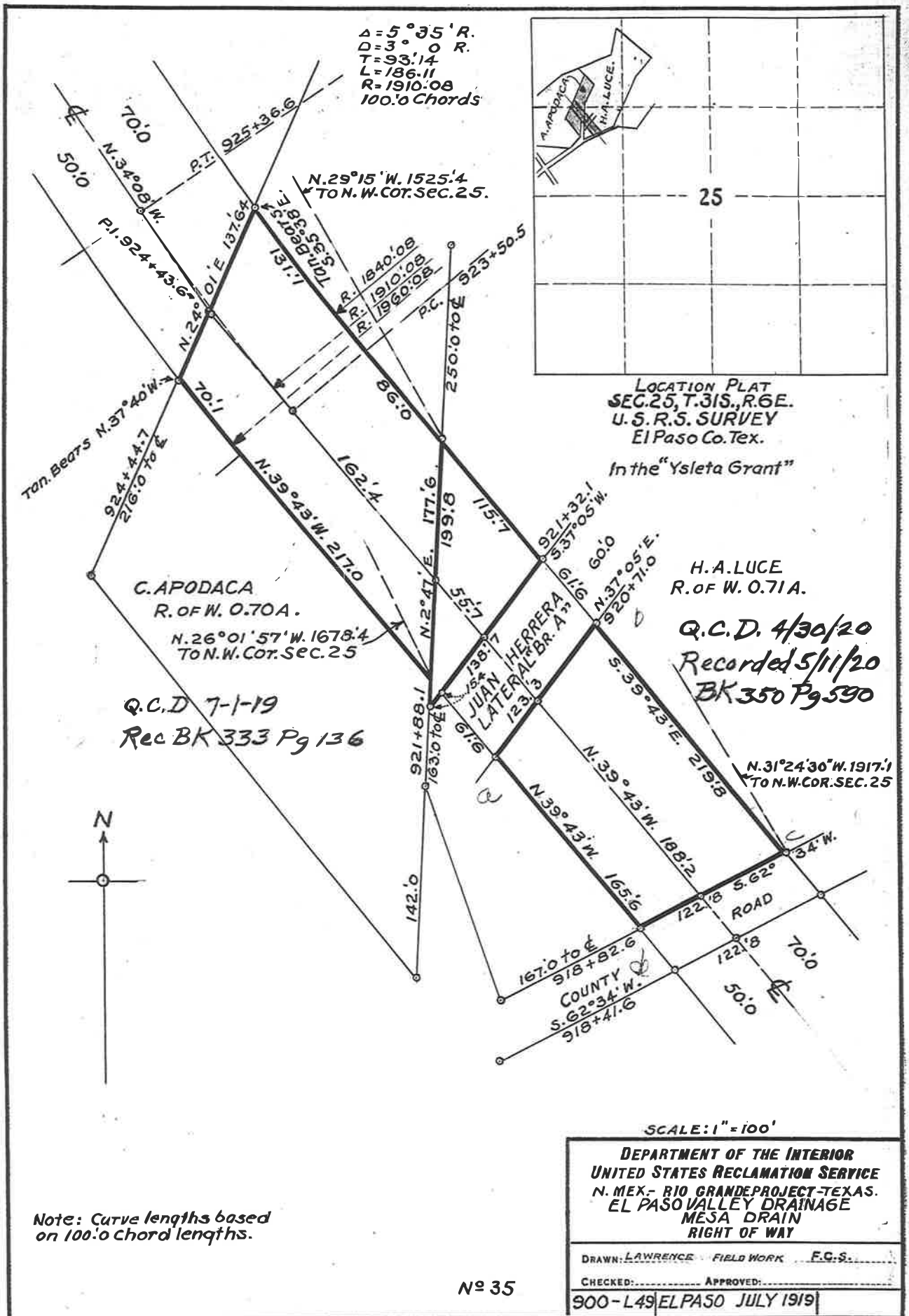
F.G.Candelaria,  
Notary Public in and for El Paso  
County, Texas.

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 333 on Pages 1316

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.



proper maintenance of said structure.

~~ARTICLE For and in consideration of the faithful performance of this contract, the contractor shall be paid~~

ARTICLE 4. 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 5. 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 6. 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 IM Lewson  
Project Manager, U. S. R. S.

Concepcion Apodaca

her

Carmen C. X Apodaca

mark

Contractor.

P. O. address Ysleta, Texas.

Witnesses:

C.F. Harvey,

F.M. Tooke

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 El Paso Valley Mesa 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 contractors that may result in consequence of such entry is hereby waived by the contractors as hereinabove provided.

Article 2. The contractors 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 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. 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 922 plus 25 of the El Paso Valley Mesa 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 understood and agreed that the contractors shall maintain said structure in good condition at all times and that the United States does not assume any obligation for maintenance, repair, or

~~Article 4. 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.~~

reconstruction, or liability for any damage occurring from lack of proper maintenance of said structure.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this the first 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

Concepcion Apodaca and Carmen C. Apodaca,  
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 quitclaim deed was  
executed by the Contractors herein, releasing and quit-claiming  
to the United States of America for canal right of way for the  
Rio Grande project, a certain tract of land approximately  $4\frac{1}{2}$  miles  
northwest of the town of Socorro, Texas, in the West half of the  
Northwest quarter ( $W\frac{1}{2}$  NW $\frac{1}{4}$ ), Section Twenty-five (25), Township  
Thirty-one (31) South, Range Six (6) East, U.S.R.S. Survey and in  
the Ysleta Grant, El Paso County, Texas, and containing seventy  
hundredths (0.70) acre, more or less; and,

WHEREAS, the United States desires immediate possession  
of the land herein described for use in the construction of the  
El Paso Valley Mesa Drain; and,

WHEREAS, the contractors are the owners of the improve-  
ments on said described land:

NOW, THEREFORE, in consideration of the sum of One  
hundred forty and no/100 (\$140.00) Dollars, the value of said im-  
provements, 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 contractors have  
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. State how much of the land is under cultivation, to what kinds of crops, with area of each crop cultivated, and how much is not cultivated, but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

**All of this land in cultivation.**

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

**All capable of irrigation under Rio Grande project.**

8. State the selling price of similar land in the vicinity.

**\$200.00 to \$250.00 per acre**

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

**Drain will be of general benefit to community.**

The above is a correct statement of the information procured.

Dated **April 9, 1919.**

191

(Signature) **Geo. H. Hoadley**

(Title) **Field Assistant.**

*In Charge of Negotiations.*

Approved:

**L. M. Lawson**

*Project Manager.*



## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

April 7, 1919,

191 , with

**Concepcion Apodaca and Carmen C. Apodaca**

for the purchase of land required for **El Paso Valley Mesa Drain**

purposes, **Rio Grande** Project, **El Paso**

County, **Texas.**

1. State description and approximate area of land to be conveyed **0.70 of an acre in NW 1/4 Section 25, Township 31 South, Range 6 East, U.S.R.S. Survey.**

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

**Land in El Paso County, Texas-no U.S. Public lands in this State - Mexican Grant.**

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

**Concepcion Apodaca, Ysleta, Texas.**

**Carmen C. Apodaca (wife), Ysleta, Texas.**

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

**Owners in possession - no leases.**

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

**Land is subject to right of way by virtue of stock subscription contract with landowners and Water Users' Association - grant of right of way not being invoked.**

# CANAL

COUNTY

1. Mailing address of each party Conception Afrodaca  
men (Afrodaca) Sleta 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):  
Cultivated
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 mortgage or liens  
This out of the old Speake tract 22 Acres
5. 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: 10 Acres; Assessed at \$ \_\_\_\_\_;  
other available information: \_\_\_\_\_.
6. Grantor agrees that Service may order abstract of title and make deduction therefor. at expense of service  
Grantor will order abstract of title.  
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 at once.  
Grantor states that land is now encumbered (as per item No. 3) and will at once take steps to remove the encumbrance.  
Grantor states that land is now encumbered (as per item No. 3), and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done grantor will have to consult personally with the lienor).
7. Cost of structures to be built by Service.  
Bridge \$2000

## INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.
2. The project or other office where the contract originates will transmit **two copies** of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.
3. 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. 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 accompanying the 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 below.

6-4533

### **(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 properly numbered. Under existing regulations the first paragraph after the witness clause should be numbered 2 and the balance of the paragraphs numbered in consecutive order.

#### Inclosures:

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

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, NOV 18 1919

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

Subject: Forwarding contract for approval.

Agreement dated July 1, 1918. Rio Grande Project

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

With Concepcion Apodaca and wife

Estimated amount involved, \$ 140.00

Authority No. 6-5  
or clearing acct.

Accompanied by bond and two copies.

(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Purchase of improvements on donation deed for El Paso Valley  
Hess Train-Structure to cost approximately \$200

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

Encls:

Orig. & 3 copies contract,  
cert. of recommendation,  
2 blueprints

L.M. Larsen

Project Manager.

Denver, Colo., Nov 18, 1919

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

Inclosures:

Orig. & 3 copies form letter  
" " " contract  
" cert. of necessity  
1 Blueprint, 900,149

Acting Chief of Construction.

(SEE REVERSE)

Washington, D. C., NOV 25 1919

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

on NOV 25 1919

Acting Director

NOV 18 '19 4657

Director to Project Manager: In future certificate should show consideration based on value of improvements alone on donated right of way.



## INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.
2. The project or other office where the contract originates will transmit **two copies** of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.
3. 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. 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 accompanying the 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 below.

0-4523

---

(IMPORTED IN DENVER OFFICE.)

Attention is called to the fact that the certificate of necessity accompanying this contract is in the same form as that accompanying contract with Abel V. Padilla, dated February 26, 1919, in connection with which said last mentioned contract reference is made to letter dated April 3, 1919, from Assistant to the Director to Project Manager, copy to this office. Reference is also made to letter dated April 14, 1919, from Project Manager to Chief of Construction, transmitted to the Director by endorsement on April 10, 1919.

### Inclosures:

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

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas,~~ APR 11 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated April 7, 1919. Rio Grande Project

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

With Concepcion Apodaca & Carmen G. Apodaca

Estimated amount involved, \$140.00

Authority No.

or clearing acct. 6-5

~~Accompanied by bond and two copies.~~

(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Purchase of right of way for El Paso Valley Mesa Drain.  
Structure to cost approximately \$200.00.

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

Encls: Orig. & 3 copies contract,

Orig. & 1 copy Cert. of Recommendation

Orig. & 1 copy report on Land Agreement

Two blueprints

L.M. Lawson

Project Manager.

Denver, Colo., April 25, 1919.

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

Inclosures:  
Orig. & 3 copies of form letter,  
" " " contract,  
" certificate of necessity,  
" report on land agreement,  
1 blue print.

F. E. Weymouth.

Chief of Construction.

(DO NOT WRITE IN THESE SPACES.)

G-4533

Washington, D. C.,

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

on MAY 26 1919

on MAY 26 1919

MORRIS SMITH,

Assistant to the Director

APR 29 '19 95355

APR 29 '19 05255

# AGREEMENT TO SELL

*affidavit*

TO

UNITED STATES.

COUNTY OF \_\_\_\_\_ } ss:

I hereby certify that this instrument was filed  
for record at my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
\_\_\_\_\_ 191\_\_\_\_\_, and is duly

recorded in Book \_\_\_\_\_ Page No. \_\_\_\_\_

By \_\_\_\_\_

Fees, \$ \_\_\_\_\_

## 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 a contract  
executed 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 or persons;  
and that the papers accompanying include all those relating to the said contract, as required by the statute  
in such case made and provided.

\_\_\_\_\_  
Engineer, U. S. R. S.

Subscribed and sworn to before me at \_\_\_\_\_

[OFFICIAL SEAL.] this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 191\_\_\_\_\_. My com-  
mission expires \_\_\_\_\_

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

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

Witnesses :

Geo. W. Hoadley  
of El Paso, Texas  
Charlie J. Pease  
of Ysleta, Texas

Concepcion Apodaca

Carmen C. Apodaca  
Her Mark Vendor.

M. L. Lamm

For and on behalf of the United States.

of \_\_\_\_\_

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 Concepcion Apodaca and Carmen C. Apodaca his wife who are personally known to me to be the person.s 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 Carmen C. Apodaca 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 do not wish to retract the same.

Given under my hand and official seal, this 7th. day of April, 1919.

[SEAL.]

Geo. W. Hoadley  
Notary Public.

My commission expires June 1st. 1919.

Approved MAY 26 1919, 191

Morris Linn

Assistant to the Director. S.H.S.  
4/27/19



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 922 plus 25, of the El Paso Valley Mesa 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 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.

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.

~~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 (\$140°/100)* -----  
 ----- 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 April 7,

1919 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until April 7, 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).

Original

THIS AGREEMENT, made the seventh day of April  
nineteen hundred and nineteen, between Concepcion Apodaca  
and Carmen C. Apodaca, his wife, of El Paso  
County, Texas, for them sel ves t heir heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

- - - L.M. HANSON, 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  $4\frac{1}{2}$  miles northwest of the town of  
Socorro, El Paso County, Texas, in the West half ( $\frac{1}{2}$ ) of the  
Northwest quarter (NW $\frac{1}{4}$ ) Section Twenty-five (25), Township Thirty  
one (31) South, Range Six (6) East, United States Reclamation Ser-  
vice survey and in the "Ysleta Grant", more particularly described  
as follows: Beginning at the southeast corner of the tract of land  
herein described, which is a point on property line between land of  
Grantor herein and H. A. Luce, from which point the northwest corner  
of said Section 25 bears North  $29^{\circ}15'$  West, one thousand five hundred  
twenty-five and four tenths (1525.4) feet; thence South  $2^{\circ}47'$  West,  
one hundred seventy-seven and six tenths (177.6) feet along said pro-  
perty line; thence North  $39^{\circ}43'$  West, two hundred seventeen (217.0)  
feet; thence to the right along a curve of one thousand nine hundred  
sixty and eight hundredths (1960.08) feet radius seventy and one tenth  
70.1) feet measured on 100 foot chords to a point on property line  
between land of Grantor herein and A. Dominguez, and the tangent to  
the said curve at said point bears North  $37^{\circ}40'$  West; thence North  $24^{\circ}$   
 $01'$  East, one hundred thirty-seven and sixty hundredths (137.60) feet  
along said property line to point on curve where tangent to said  
curve bears South  $35^{\circ}38'$  East; thence southeasterly to left of said  
tangent along a curve of one thousand eight hundred forty and eight  
hundredths (1840.08) feet radius one hundred thirty-one and one tenth  
(131.1) feet measured on 100 foot chords; thence South  $39^{\circ}43'$  East,  
eighty-six (86.0) feet to point of beginning; said tract of land con-  
taining seventy hundred (0.70) acre, more or less.

CERTIFICATE

I MONSIEY CARTIN, That the land described in the agreement dated April 7, 1919, with Concepcion Apodaca and Carmen C. Apodaca is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 500), namely, as right of way for the El Paso Valley Mesa Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$140.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,  
April 9, 1919.

M. H. LAWSON

Project Engineer.



CERTIFICATE

I HEREBY CERTIFY With reference to the following  
described land:

A tract of land in the West half of the Northwest  
quarter, Section 25, Township 31 South, Range 6 East, U.S.R.S.  
Survey, containing 0.70 acre, more or less, El Paso County,  
State of Texas, more particularly described in quitclaim deed  
dated July 1, 1919, running from Concepcion Apodaca and wife  
to the United States of America:

That the tax records of said county indicate  
Concepcion Apodaca, 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.

El Paso, Texas,  
July 2, 1919.

C. Harvey

Clerk.

CERTIFICATE

I HEREBY CERTIFY, That the rights and property described in the contract dated July 1, 1919, with Concepcion Apodaca and wife are required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the El Paso Valley Mesa Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$140.00, (the rate being at \$200.00 per acre, which rate was arrived at by reason of the fact that this is very valuable land in a highly desirable portion of the project, the drain making a large inroad upon a small ranch and running within 75 feet of the dwelling and segregating a tract of about 1½ acres in another part of the ranch, thereby greatly deteriorating the value of the entire holding), is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,

E. H. Lawson

Project Manager.

El Paso, Texas,

June 27, 1919.

Senor  
Concepcion Apodaca,

Ysleta, Texas.

Dear Sir:

*Conversation*

In accordance with ~~consideration~~ had with you in our office a few days ago, we have prepared a donation deed and a contract, two separate instruments, which are to be signed by yourself and your wife and returned to this office as soon as possible. As stated to you, Mr. Hoadley, our notary public, is familiar with your signatures and he will take the acknowledgments when the papers are returned to this office.

You will please use the franked envelope enclosed herewith for returning these papers, but you are cautioned to use this envelope for no other matter whatsoever.

Your early attention to this matter will hasten payment of the money due you.

Yours very truly,

CFHarvey

Enc 2.

Asst. District Counsel.

El Paso, Texas.

July 2, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quit-  
claim deed dated July 1, 1919, running from Concepcion  
Apodaca and wife to the United States of America.

Yours very truly,

CPHarvey

Asst. District Counsel.

Enc 1.

Mesa Drain



NOV 1 1963

19

# Rio Grande Project

Authority No. \_\_\_\_\_  
or clearing acct. 643

**Purpose:**  
(See instructions on back.)

Donation of right of way for El Paso Valley Meas Drain

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

Enola: Original desc.

port. as to title,

blueprint.

## THE AUTHOR

*Project Manager.*

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

6-1522

Washington, D. C.,

accepted by

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

on

## Acting

NOV 19 1964

4458

POSSESSORY CERTIFICATE

Rio Grande Project,  
El Paso, Texas, July 2, 1919.

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 Concepcion Apodaca and wife, in the West half of the Northwest quarter, Sec. 25, Township 31 South, Range 6 East, U.S.R.S. Survey, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendors were in actual, sole, and exclusive possession of the land involved, claiming to be the owners thereof and of the improvements thereon, and no person claiming a right in such land adverse to the vendors is in possession of any part of it.

Geo. W. Hoadley  
Field Assistant.

El Paso, Texas,  
June 11, 1919.

Mr. Concepcion Apodaca,  
Ysleta, Texas.

Dear Sir:

In connection with the purchase of right of way for the Mesa Drain, we desire to know if you have an abstract of title to this land. If so, we wish to obtain it for a few days for use of the title guaranty company in issuing your title certificate. The abstract will be returned to you.

Kindly advise us at once in regard to this, as it is necessary that we secure the abstract before we can proceed with the transaction.

Yours very truly,

CFHarvey

Asst. Dist. Counsel.

POSSESSORY CERTIFICATE

Rio Grande Project,  
El Paso, Texas, April 9, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I personally examined the land sought to be acquired by the United States of America from Concepcion Apodaca and wife in the west half of the north-west quarter of Section 25, Township 31 South, Range 6 East, U.S.R.S. Survey, County of El Paso, State of Texas, for the Rio Grande Project, and that the said proposed vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof and no person claiming a right in such land adverse to the vendors is in possession of any part of it.

Geo. W. Hoadley  
Field Assistant.