

CORDOVA, FRANCISCO

QUITCLAIM DEED

131 MESA DRAIN

0023-0073-0030-00

6-(30) TEXAS

780

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, Francisco Cordova

of the County of El Paso, State of Texas, for and in consideration of the sum of One and No/100 (\$1.00)----- DOLLARS,

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

of the County of _____, and _____, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said the United States of America, its

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

A tract of land approximately 3 miles northwest of the town of Ysleta, Texas, in the southeast quarter of the southwest quarter of Sec.9, Township 31 South, Range 6 East, United States Reclamation Service Survey, being also in Survey 154 of the Ysleta Grant and more particularly described as follows: Beginning at the most southerly corner of the tract of land herein described, which is a point on property line between land of the Grantor herein and Donaciano Salas, from which point the southwest corner of said Sec.9 bears S.77°37' W. 2456.8 feet; thence, N.44°16' W. 378.8 feet; thence, to the left along a 666.78 foot radius curve, 257.03 feet based on 100.0 foot chords to a point on the property line between Grantor herein and M.L.Cadwallader and the tangent to the curve at said point bears N.66°22'28" W.; thence, S.88°26' E. 283.66 feet along said property line to point on a 816.78 foot radius curve, the tangent of which at said point bears S.47°35'53" E.; thence, southeasterly and to the right along said curve 47.47 feet, based on 100.0 foot chords; thence, S.44°16' E. 225.24 feet to point on property line between land of the Grantor herein and said Donaciano Salas, from which point the southeast corner of said Sec.9 bears S.75°33' E. 2971.54 feet; thence, along said property line S.0°04' W. 214.65 feet to point of beginning; said tract of land containing 1.53 acres, more or less, said described land not being homestead property.

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, its

heirs and assigns forever.

WITNESS my hand this 30th day of August A. D. 1919

Witness at Request of Grantor:

E. Samaniego } Francisco Cordova (hisXmark)
Bernabe Flores }

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
Francisco Gordova

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

Given under my hand and seal of office, this 30th day of August, A. D. 1919

Geo. W. Hoadley

My Com Ex. 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 retract it

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

THE STATE OF TEXAS, }

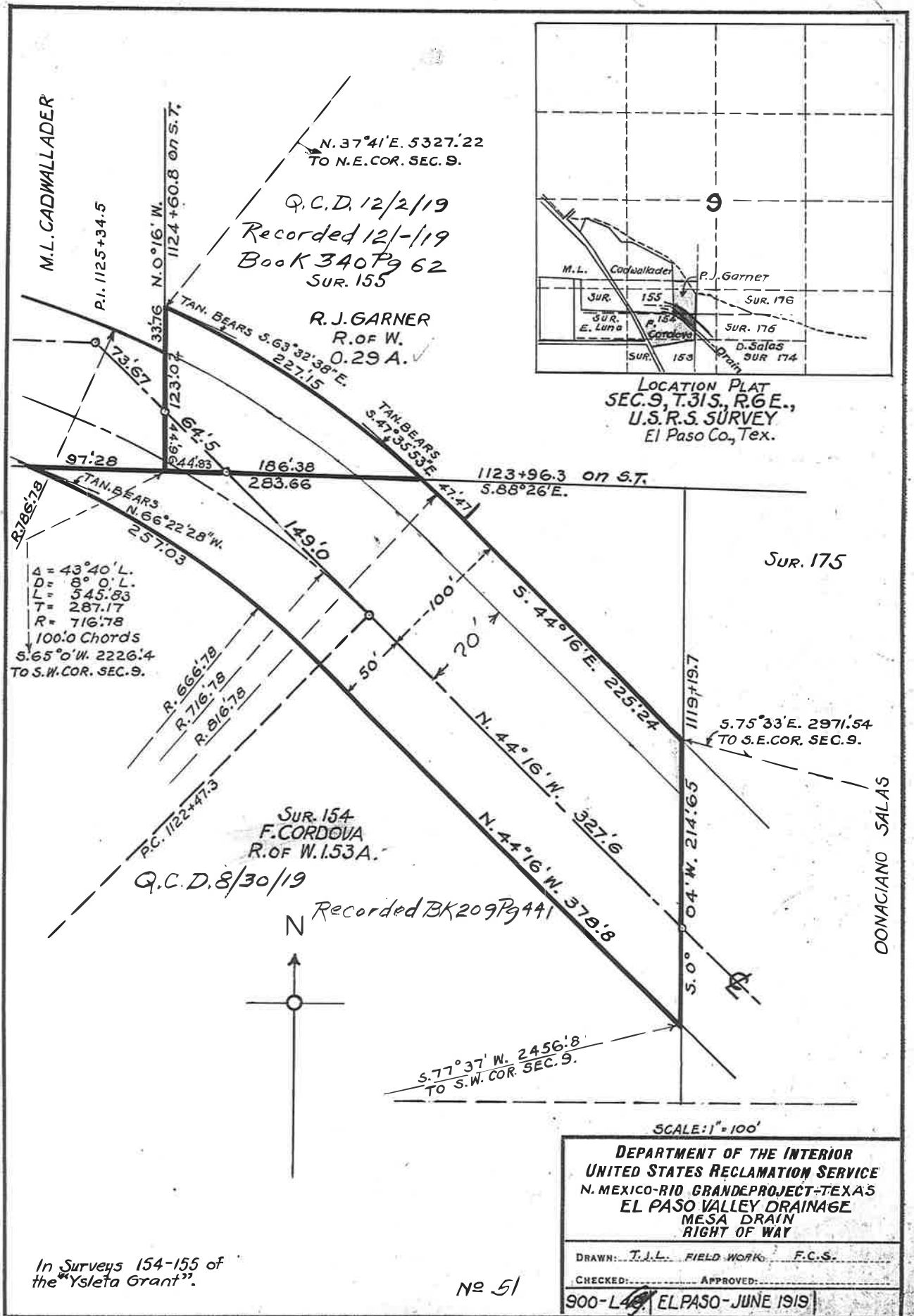
COUNTY OF EL PASO. }

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 209 on Pages 441

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.



Project Manager

Form 7-523a.
Form approved by the Secretary of the Interior
September 13, 1915.

FIELD CONTRACT.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande

New Mexico - Texas

PROJECT

THIS AGREEMENT, Made the 30th day of August

~~and acts amendatory, correct or supplemental thereto~~ ^{nineteen} in pursuance of the act of June 17, 1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

~~*****~~ Project Manager,
United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and Francisco Cordova

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

WITNESSETH: The parties covenant and agree that:

ARTICLE 1. ~~The Contractor will~~ ^{over date herewith a quitclaim deed} was executed by the contractor herein, releasing and quitclaiming to the United States of America for Canal right of way for the Rio Grande Project, a certain tract of land approximately 3 miles northwest of the town of Yalata, Texas, in the southeast quarter of the southwest quarter of Sec. 9, Township 31 South, Range 6 East, United States Reclamation Service Survey, being also in Survey 154 of the Yalata Grant, in the County of El Paso, State of Texas, containing one and fifty-three hundredths (1.53) acres, more or less; and,

3. Whereas the United States desires immediate possession of the land herein described for use in the construction of Mesa Drain; and,

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

5. ~~AND, THEREFORE~~ in consideration of the sum of Three hundred six (306.00) Dollars, the value of said improvements, to the contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the contractor hereby waives and releases the United States from any and all claims of whatever nature by reason of the damage that the contractor has suffered or may hereafter suffer as a result of the operations of the United States Reclamation Service on said tract of land as described in the quitclaim deed herein referred to,

Correct as to Engineering Data
S.M.A.

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 Mess Drain and other operations of the Reclamation Service incident thereto, and any cause of action arising from damage to crops or other improvements thereon belonging to the contractor that may result in consequence of such entry is hereby waived by the contractor, as hereinabove provided.

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

~~ARTICLE _____ Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.~~

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

ARTICLE..... 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..... 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..... 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, U. S. R. S.

Witnessess

E. Samaniego

Bernabe Flores

Francisco Cordova (his mark)

Contractor.

P. O. address RFD #1 El Paso, Tex.

Approved:

Chief of Construction.*

(Date) _____, 191

*The approval of the Chief of Construction is not required if he executes the contract in person.

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF _____ }
COUNTY OF _____ } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of contract made by me personally, with _____; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____ or any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

_____, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.]

this _____ day of _____, A. D. 191 . My commission expires _____

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

6-4582

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Project

(Place) El Paso, Tex.

(Date) ~~Aug. 30, 1919~~

Project Manager to Chief of Construction, thru District Counsel.

~~execution~~

Subject: Forwarding for approval contract dated Aug. 30, 1919.

With Francisco Cordova

Estimated amount involved, \$306.00

Authority No. 6-5
or Clearing Acct.

Accompanied by bond and 2 copies

(Insert "Yes" or "No" bond)

No bond

Purpose

Payment for improvements on 1.53 acres donated for
Mesa Drain by deed dated Aug. 30, 1919.

INCLOSURES

Advise Project Manager at El Paso, Tex.

(Post office and State)

District Counsel at El Paso, Tex.

(Post office and State)

and Chief of Construction, Denver, Colorado

~~execution~~

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

Inclosures listed on the reverse

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.

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Denver, Colo.

November 14, 1919

Acting Chief of Construction to Director:

It is recommended that the above described contract be

~~executed~~

approved and bond, if any approved.

Inclosures:

Orig. & 3 copies form letter

" " 2 " contract

" cert. of necessity

1 Blueprint, 900 L49

CHAS. P. WILLIAMS.

(SEE STATEMENT ON REVERSE)

(Signature)

executed

Washington, D. C. NOV 26 1919

Contract approved and bond, if any, ~~approved~~ by

accepted by

Ottomar Hamel

on NOV 26 1919

Acting Director

NOV 18 '19

4660

CANAL Mesa Quem COUNTY El Paso

1. Mailing address of each party Francisco Cordova
R.F. 10 #1 El Paso, Texas

2. Personal status of each party (married, single, widow or widower): _____

3. List of improvements (state, as by itemized bill, how total consideration was fixed): _____

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 not Homestead

6. Survey number of tract (if not embodied in land description):
_____. If no survey number is available state item
in tax records: Item (under whose name assessed and line number
in assessment book): _____
Acreage _____: Assessed at \$ _____.

other available information _____.

7. Grantor will order title curanty.
Grantor agrees that Service may order title curanty 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.

Has been in possession 20 yrs has no claims

NOV 22 1919

Acting Director

Project Manager, El Paso, Texas.

Quit claim deed from Francisco Cordova, dated August 30, 1919, - Rio Grande project.

1. Form letter of advice of acceptance of the above mentioned quit claim deed, dated November 18, 1919, contained a note requiring an additional deed from the spouse if grantee was married.

2. The statement showing the land not to be homestead property was overlooked and hence the note on form letter may be disregarded. If note to this effect appears upon any other form letters recently returned involving lands not homestead property, you may also disregard the same.

Ottomar Hamels

CC- D.C., El Paso, Texas. ✓

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

NOV 6 - 1919

El Paso, Texas August 30, 1919

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

Subject: Forwarding quitclaim deed for acceptance and filing.

Deed Agreement dated August 30, 1919 Rio Grande Project

Executed on behalf of U. S. by Francisco Cordova

With To United States of America

Estimated amount involved, \$ 306.00 O.

Authority No. 6-5
or clearing acct.

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

No bond

Purpose:
(See instructions on back.)

Donation of right of way for 1.53 acres for Mesa Drain.
Land is not homestead property.

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

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

at El Paso, Texas and District Counsel

at El Paso, Texas of the approval of the above

Encls. Original deed

Cert. as to title

1 blueprint

L. M. Lawson.

Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

Washington, D. C., NOV 1

accepted by

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

on

Acting Director

NOV 12 '19 4460

Director to P.M. & D.C.: If grantee is married also obtain quit claim deed from spouse. In future show marital status of grantee in caption of deed.

Inclosures:
Original and 4 copies of form letter of transmittal.
Original and 3 copies of contract
" " 1 copy Cert. of recommendation.
2 Blueprints.

Remarks:

(INSERTED IN DENVER OFFICE).

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

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.

CERTIFICATE

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

A tract of land in SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 9, T. 31 S., R. 6 E., U.S.R.S. Survey being also in Survey 154 of the Ysleta Grant, El Paso County, Texas, more particularly described in quit-claim deed dated August 30, 1919, running from Francisco Cordova to the United States of America:

That the tax records of said county indicate, Francisco Cordova, the reputed owner, to be the actual owner; that the land is not homestead property; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

Asst. District Counsel.

El Paso, Texas,
Aug. 30, 1919.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated August 30, 1919 with Francisco Cordova are required for purposes authorized by the Act of June 17, 1920 (32 Stat. 388), namely, as right of way for the Mesa Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$306.00 (for improvement on 1.53 acres valued \$200.00 per acre--land being intensely cultivated in garden and orchard), is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson.

Project Manager

El Paso, Tex.

August 30, 1919.