

786 DOMINGUEZ, ANDREAS et. ux. GREGORIA T. QUITCLAIN DEED 181 MESA DRAIN

0023-00077-0000005

THE STATE OF TEXAS.

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

WE, **Andreas Dominguez and Gregoria T. Dominguez,**

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

~~Grant~~ 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, Texas** in the northwest quarter of the northwest quarter of **Sec. 25, Township 31 South, Range 6 East, United States Reclamation Service Survey**, being also in the Ysleta Grant and more particularly described as follows: Beginning at the most northerly corner of this tract of land herein described which is a point on the property line between land of the Grantor herein and **J. F. Knox**, from which point the northwest corner of said **Sec. 25** bears **North 25° 05' West, 934.3 feet**; thence, **South 34° 08' East, 332.4 feet**; thence, to left along curve of **1840.8 foot radius, a distance of 48.2 feet measured on 100 foot chord** to a point on the property line between land of the Grantor herein and **C. Apodaca**, the tangent to the curve at said point bearing **North 35° 38' West**; thence, along said property line, **South 24° 01' West, 137.64 feet** to point on a **1960.08 foot radius curve**, the tangent of which at said point bears **North 37° 40' West**; thence northwesterly and to the right along said curve a distance of **120.9 feet measured on 100 foot chords**; thence **North 34° 08' West, 306.7 feet** to a point on the property line between land of the Grantor herein and said **J. F. Knox**, thence **North 43° 45' East, 122.7 feet** along said property line to the point of beginning; said tract of land containing **one and twelve hundredths (1.12) acres, 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, its**

~~XXXXXX~~ assigns forever.

WITNESS **our** hand **s** this the **7th** day of **August**, A. D. 19**19**

Witnesses at Request of Grantor to mark of **Andreas Dominguez**

C. F. Harvey

P. W. Dent

His **Andreas X Dominguez**

Gregoria T. Dominguez

Correct as to Engineering Data A. B. S.

Quit Claim Deed

QUIT-CLAIM DEED
SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 19, at

o'clock and minutes M.

Clerk.

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

Before me, George W. Hoadley, a Notary Public in and for
El Paso County, Texas, on this day personally appeared Andreas Dominguez

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 August day of A. D. 1919

Notary Public in and for El Paso
County, Texas.

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

Before me, George W. Hoadley, a Notary Public in and for
El Paso County, Texas on this day personally appeared Gregoria T. Dominguez wife of

Andreas Dominguez, 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 Gregoria T. Dominguez 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 August day of A. D. 1919

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 Page 295

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.

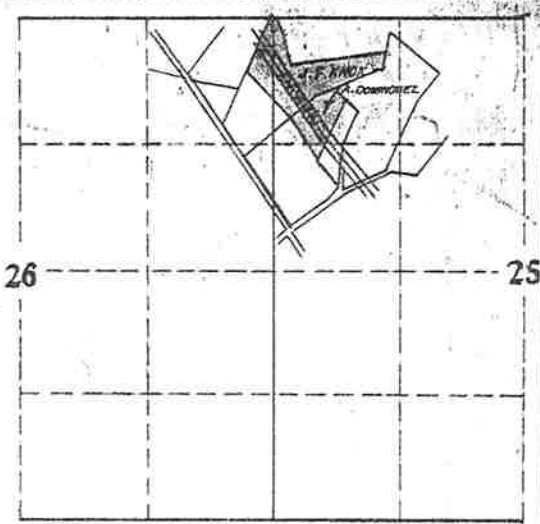
By Deputy.

SEC. 23. SEC. 24.
SEC. 26. SEC. 25.

N. 23° 19' 38" E. 174.35
TO N.E. COR. SEC. 26.

J.F. KNOX
R.O.F. W. 2.22 A.

W.D. 11/17/20
Recorded 11/24/20
Book 341 Pg 123

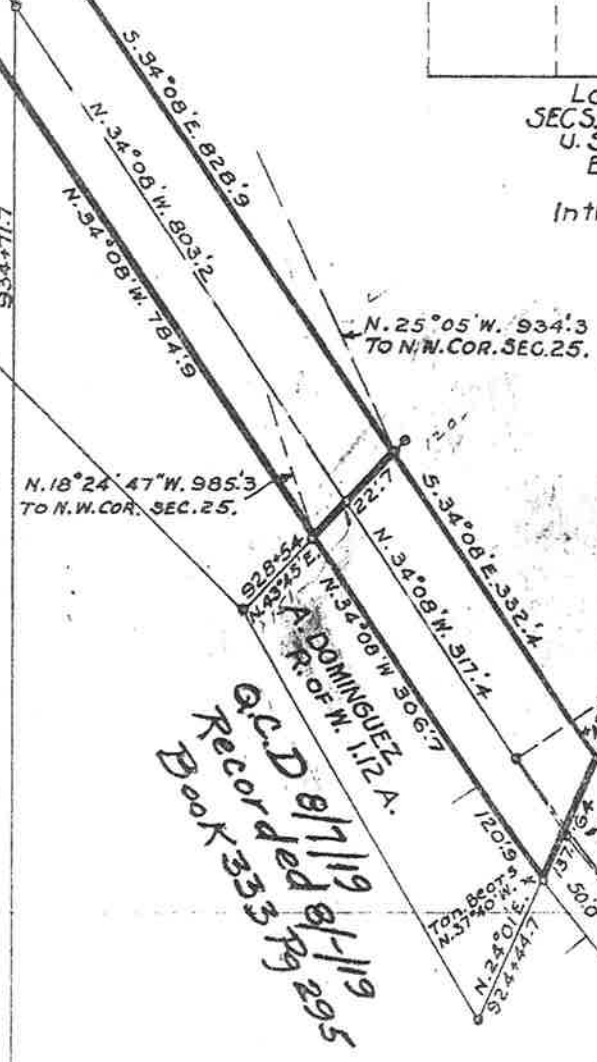


LOCATION PLAT
SECS. 25 & 26, T. 31 S. R. 6 E.
U. S. R. S. SURVEY
El Paso Co. Tex.
In the "Ysleta Grant"



1/16 SEC.

Note: Curve lengths based
on 100.0 Chord lengths.



Q.C.D. 8/1/19
Recorded 8/1/19
Book 333 Pg 205

CARODACA

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR	
UNITED STATES RECLAMATION SERVICE	
N. MEX. - RIO GRANDE PROJECT - TEXAS.	
EL PASO VALLEY DRAINAGE	
MESA DRAIN	
RIGHT OF WAY	
DRAWN: LAWRENCE	FIELD WORK: P.C.B.
CHECKED: C.W.H.	APPROVED: _____
900-L49 EL PASO JULY 1919	

Nº 35-A.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made the 7th day of August.

nineteen hundred and nineteen, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, 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 Andress Dominguez and Gregorio T. Dominguez

husband and wife

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

WITNESSETH, The parties covenant and agree that:

~~2. The Contractor will~~

WHEREAS, Under even date herewith a quitclaim deed was executed by the Contractor herein, releasing and quitclaiming to the United States of America for canal right of way for the Rio Grande project a certain tract of land approximately $4\frac{1}{2}$ miles northwest of the town of Socorro, Texas, in the Northwest quarter of the Northwest quarter of Section Twenty-five (25), Township Thirty-one (31) South, Range Six (6) East, United States Reclamation Service survey, being also in the Ysleta Grant, containing one and twelve hundredths (1.12) acres, more or less, in the County of El Paso, State of Texas; 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,

are
WHEREAS, the Contractors/ the owners of the improvements on said described land;

NOW, THEREFORE, in consideration of the sum of Two hundred fifty and no/100 (\$250.00) 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.

Correct as to Engineering Data. D. C. D.

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 contractor 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 percentages 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 contractors 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.

~~..... 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.~~

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

3... No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

4... No member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

5... It is further stipulated and agreed that in the performance of this contract, no persons shall be employed who are undergoing sentences of imprisonment at hard labor, which have been imposed by courts of the several States or Territories or municipalities having criminal jurisdiction.

IN WITNESS WHEREOF, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

By L. M. Lawson
Project Manager, U. S. R. S.

His

Andreas X Dominguez
His
Gregoria T. Dominguez Contractor.

P. O. Address.....

Witnesses to mark of
Andreas Dominguez:

C. F. Hartoy

P. W. Dent

Approved:

.....
Chief of Construction.*

(Date), 19.....

* 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. 19..... My commission expires

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

El Paso, Texas, August 8, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated August 7, 1919, running from Andreas Dominguez and wife to the United States.

Very truly yours,

C F HARVEY,

Assistant District Counsel.

incl.

CERTIFICATE

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

A tract of land approximately $4\frac{1}{2}$ miles northwest of the town of Socorro, Texas, in the northwest quarter of the northwest quarter of Section 25, Township 31 South, Range 6 East, United States Reclamation Service Survey, being also in the Ysleta grant, containing one and twelve hundredths (1.12) acres, more or less, in El Paso County, Texas, more particularly described in quitclaim deed dated August 7, 1919, running from Andreas Dominguez and Gregoria T. Dominguez, husband and wife, to the United States of America:

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

C. F. Harvey,
Asst. District Counsel

El Paso, Texas,

August 7, 1919

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

NOV 12 1919

El Paso, Texas, 1919

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

Subject: Forwarding ~~contract for approval~~ ^{Donation Deed for acceptance and filing}

Agreement dated August 7, 1919

Rio Grande

Project

Executed on behalf of U. S. by Andreas Dominguez and Gregoria T. Dominguez

With ~~To United States of America~~

Estimated amount involved, \$0.00

Authority No.

or clearing acct. 6.5

Accompanied by bond and two copies.

(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.) Donation of right of way for Mesa Train

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. Deed
Certificate as to title
1 blueprint

J. H. Lawton

Project Manager.

Denver, Colo., 19

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

Inclosures:

Chief of Construction.

Washington, D. C.,

Contract (and bond, if any,) was ^{Accepted} ~~approved~~ by

A. P. Davis

on

NOV 12 '19 4448