

780

DOMINGUEZ, LAURO et. ux. Martina M.

QUITCLAIM DEED

131

MESA DRAIN

0025-0000-0021-00

7(21) TEXAS

71

X

THE STATE OF TEXAS, }

COUNTY OF EL PASO,

KNOW ALL MEN BY THESE PRESENTS: THAT

We, **Lauro Dominguez and Martina M. Dominguez, husband**

and wife

**El Paso, State Texas**of the County of \_\_\_\_\_, for and in consideration of the  
sum of **One and No/100 (\$1.00)** ----- DOLLARS,to <sup>us</sup> ~~the~~ <sup>in hand paid by</sup> **the United States of America**  
pursuant to the ~~Act~~ <sup>Act</sup> of Congress of June 17, 1902 (32 Stat., 388), and  
acts amendatory thereof and supplementary thereto,

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

----- **the United States of America, its** -----~~XXXX~~ <sup>heirs and assigns</sup> all ~~our~~ <sup>our</sup> right, title and interest in and unto that tract or parcel of land lying in the County  
of **El Paso** ~~State~~ <sup>State</sup> **Texas** of \_\_\_\_\_, described as follows, to-wit:

A tract of land situated approximately 3 miles northwest of the town of Ysleta, Texas, in the east half of the southwest quarter and the west half of the southeast quarter of Section 15, Township 31 South, Range 6 East, United States Reclamation Service survey, and in the Ysleta Grant more particularly described as follows: Beginning at the most easterly corner of the tract of land herein described, a point on property line between Grantor herein and P. Guerra, from which point the said northeast corner of said Sec. 15 bears N.25°11' E., 4676.6 feet; thence, S.65°59'30" W., 165.19 feet along said property line to corner common to lands of Grantor herein, said P. Guerra and Geo. Buchanan; thence, N.61°44'30" W., 800.11 feet along property line between Grantor herein and said Geo. Buchanan to point on southeasterly right of way line of Juan de Herrera Lateral Branch "B"; thence easterly and to the right on said right of way line along a 789.0 foot radius curve the tangent of which at said last mentioned point bears N.71°16'10" E., 29.8 feet based on 100 foot chord; thence, N.73°26' E., 47.14 feet to point on said right of way line from which point the northeast corner of said Sec. 15 bears N.35°25' E., 4783.1 feet; thence, S.66°51'30" E., 850.4 feet to point of beginning; said tract of land contains one and sixty-six hundredths (1.66) acres more or less.

TO HAVE AND TO HOLD all <sup>our</sup> right, title, interest, estate and claim in and to the said premises, together with all and singular ~~the rights, privileges and appurtenances~~ <sup>the rights, privileges and appurtenances</sup> to the same in any manner belonging, unto the said **United States of America, its**

~~XXXX~~ heirs and assigns forever.WITNESS <sup>our</sup> hand <sup>s</sup> this **1st** day of **August** A. D. 19 **19**

Witness at Request of Grantor:

**Lauro Dominguez****Martina M. Dominguez herXmark**

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 Lauro 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 1st day of August, A. D. 1919

F. G. Candelaria

Notary Public

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 Martina M. Dominguez wife of Lauro 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 Martina M. Dominguez acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it

Given under my hand and seal of office, this 1st day of August, A. D. 1919

F. G. Candelaria

Notary Public, El Paso Co. Texas.

THE STATE OF TEXAS,

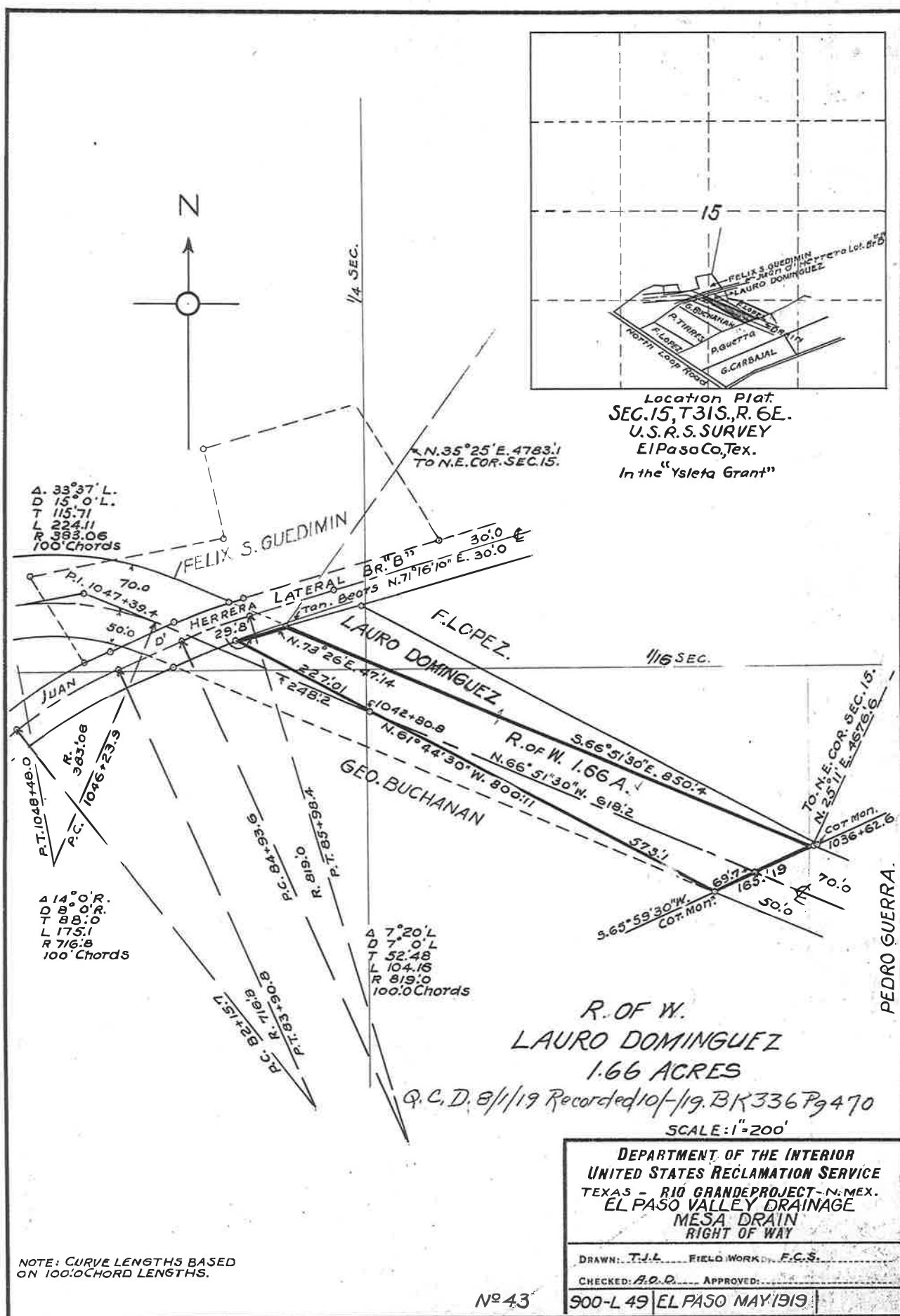
COUNTY OF EL PASO.

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 336 on Pages 490

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.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT

THIS AGREEMENT, Made the 1st 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. H. Lawson, Project Manager,  
United States Reclamation Service, thereunto duly authorized and subject to the approval of the proper  
supervisory officer, and Lauro Dominguez and Martina Dominguez, husband and  
wife

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

WITNESSETH, The parties covenant and agree that:

~~By The Contractor~~

WHEREAS, Under even date herewith a quitclaim deed was executed by the contractor 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 in the east half of the southwest quarter and the west half of the southeast quarter of Section 15, Township 31 South, Range 6 East, United States Reclamation Service survey and in Ysleta Grant, in the County El Paso, State of Texas, containing one and sixty-six hundredths (1.66) acres, more or less; and,

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

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

NOW, THEREFORE, in consideration of the sum of Four  
hundred fifteen 00/100 (\$415.00) 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.

Article 1. It is understood and agreed that the United States, its agents, officers, and employees shall at all times have the

Correct as to Engineering Data A.C.D.



right to go upon said described land for the purpose of surveying, constructing, repairing, operating and maintaining said Mesa Drain and other operations of the Reclamation Service incident thereto, and any causes 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.

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 him 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 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.

..... 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.

..... 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).

..... 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,  
L. M. Lawton

By .....  
Project Manager, U. S. R. S.

Witnesses:

C. F. Harvey

M. E. Flournoy

Lauro Dominguez

Martina Dominguez Her x mark

Contractor.

Ysleta, Tex.

P. O. Address.....

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.

# CERTIFICATE

I HEREBY CERTIFY That the rights and property described in the agreement dated August 1, 1919 with Laure Dominguez and Martina<sup>m</sup> Dominguez, husband and wife, are required for purposes authorized by the Act of June 17, 1902 (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 \$415.00, (this amount at the rate of \$250.00 per acre for 1.66 acres, the rate per acre being derived by reason of the fact that the land was in intensive state of cultivation being in orchard and truck garden ), 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.

Aug. 1, 1919.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Project **El Paso, Tex.**

NOV 1 1919  
(Date)

**Rio Grande**

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated **August 1, 1919**  
~~execution~~

With

**Lauro Dominguez and Martine W. Dominguez, husband and wife**

Estimated amount involved, \$ **415.00**

Authority No. **6-5**  
or Clearing Acct.

Accompanied by bond and 2 copies

(Insert "Yes" or "No" bond)

Purpose:

**no bond**

**Settlement for improvements on 1.66 acres of land**

**donated by deed dated Aug. 1, 1919 for Mesa Brain**

Advise Project Manager at

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. December 1, 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 of form letter,

" " 2 " " contract,

" certificate of necessity,

1 Blueprint, No. 43 900-L49, May 1919.

(SEE REVERSE)

**F. E. Weymo**

(Signature)

~~executed~~

Washington, D. C.

DEC 10 1919

Contract approved and bond, if any, approved by

on

DEC 10 1919

~~XXXXXXXXXX~~  
~~accepted~~

**MORRIS BIEN,**  
Assistant to the Director.

DEC-5 '19 5126

Inclosures:  
Original and 4 copies of form letter of transmittal.  
Original and 3 copies of contract

ON **ENC 1** copy Cert. of Recommendation  
**2 blueprints**

Remarks:

(INSERTED IN DENVER OFFICE.)

The contract is transmitted to the Director for approval, for the reason that the deed, which is the basis therefor, is accepted and filed in the Washington office.

INCLOSURES:

Subloasg and copy of SBA subloasg

Enclosed

If in accordance with the above, please

Chief of Construction to please

Deliver

Chief of Construction

PA

The space described above is for the use of the

Denver

Subloasg and copy of SBA subloasg

INCLOSURES: 1 copy of the deed

of the subloasg, 1 copy of the deed

enclosed

and

Subloasg and copy of SBA subloasg

Subloasg and copy of SBA subloasg

## 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 earthworth 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.

7/10/19 1-2531

DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Tex. NOV 24 1919, 19

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

Subject: Forwarding ~~contract for approval.~~ quitclaim deed for acceptance and filing  
Deed

Agreement dated August 1, 1919 Rio Grande Project

Executed on behalf of U. S. by Leuro Dominguez and Martina Dominguez, husband and wife. <sup>m.</sup>

With United States of America

Estimated amount involved, \$ 0

Authority No. 6-5  
or clearing acct.

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

Purpose:  
(See instructions on back.)

Donation of right of way for 1.66 acres for Mesa Drain.

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

Advise Chief of Construction, Denver, Colo., and Project Manager  
at El Paso, Tex. and District Counsel  
at El Paso, Tex. of the approval of the above  
Encl.  
Orig. 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., DEC 2 1919

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

Morris Kuen on DEC 2 1919  
Acting Director

NOV 28 '19 4933

"Dr. to P.M. & D.C.: Notary should show date of expiration of commission  
Please ascertain and advise this office."

El Paso, Texas, December 6, 1919.

From District Counsel

To Director and Chief Engineer, Washington.

Subject: Donation deed dated August 1, 1919, running from  
Lauro Dominguez and wife to United States -  
Rio Grande project.

1. Reference is had to note on form letter of transmittal returned to this office, showing acceptance by the Director's office of the above described donation deed under date of December 2, 1919. This note requests that your office be advised of date of expiration of commission of the notary that took the acknowledgments of this deed. This is to advise that the date of such expiration is June 1, 1920.

P W DENT CFH

Copy to P.M. El Paso.

CPH:MEF

El Paso, Tex.  
Oct. 23, 1919.

County Recorder for El Paso County,  
El Paso, Tex.

Dear Sir:

Transmitted herewith for official record  
Deed dated August 1, 1919 running from Lauro Domin-  
gues and Martina M. Domingues, husband and wife,  
to the United States of America.

Very truly yours,

J. F. Harvey

Asst. District Counsel.

Enc.



CERTIFICATE.

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

A tract of land in the East Half of the Southwest Quarter and the West Half of the Southeast quarter of Section Fifteen Township thirty-one, South, Range Six East, United States Reclamation Service Survey and in the Ysleta Grant in El Paso County, Texas, more particularly described in quit-claim deed dated August 1, 1919, running from Lauro Dominguez and Martina<sup>W</sup> Dominguez, husband and wife to the United States of America:

That the tax records of said county indicate Lauro 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. Hawley  
Asst. District Counsel.

El Paso, Texas.

Aug. 1, 1919.

CAROL Mesa Blain COUNTY El Paso Co

1. Mailing address of each party Laura Dominguez  
Ysleta, 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):  
Truck Garden
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, 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 2 1/2 Acres : 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 licnor).  
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

This tract was deeded to Dominguez  
11/30/18 by Felipe Lopez