

108
TAPIA, EELALIO et. ux. Capena

QUITCLAIM DEED (31) MESA DRAIN

0023-0074-6033-00

7-(33) TEXAS

THE STATE OF TEXAS.

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

WE, Eulalio Tapia and Capena Tapia, 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 - - - - - 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

~~FOREVER~~ assigns all our 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 2 miles North of the town of Ysleta, Texas, in the South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-three (23), 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 northwest corner of the tract of land herein described, which is a point on the property line between land of the grantors herein and Tom Powers, from which point the northwest corner of said Section 23 bears North 34°57' West, two thousand one hundred seventy-six and eight tenths (2176.8) feet; thence South 63°36' East, ninety-three hundredths (0.93) of a foot; thence South 63°51' East, three hundred six and eight tenths (306.8) feet to point on property line between land of grantors herein and Martin Tapia; thence South 31°45' West, one hundred thirty-one and three tenths (131.3) feet along said property line to corner monument on northerly right of way line of North Loop County Road; thence North 63°39' West, three hundred two and eight tenths (302.8) feet along said right of way line of County Road to corner monument on property line between land of grantors herein and Tom Powers; thence North 29°46' East, one hundred twenty-nine and nine tenths (129.9) feet along said property line to point of beginning; said tract of land containing ninety-one hundredths (0.91) 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

~~FOREVER~~ assigns forever.

WITNESS our hand^s this the 16 day of June, A. D. 1919.

Witnesses at Request of Grantor:

J.A. Rogers

Hugh J. Munro

Eulalio Tapia

her
Capena X Tapia

Mark

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

Eulalio Tapia

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 16th day of June, A. D. 1919

My commission Expires June 1, 1921.

Geo. W. Hoadley

(SEAL)

Notary Public.

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 Capena Tapia wife of

Eulalio Tapia

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 Capena Tapia 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 reract it.

Given under my hand and seal of office, this 16th day of June, A. D. 1919

My commission expires June 1, 1921.

Geo. W. Hoadley

(SEAL)

Notary Public.

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 328 on Pages 202

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.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

5/28/19

191 , with

Eulalia Tapia

for the purchase of land required for

Mesa Drain El Paso

purposes,

Project,

County,

1. State description and approximate area of land to be conveyed.

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.

Ysleta

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.

Eulalia Tapia Ysleta Tex
Cafra " Wife " "

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

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

6-4503

Yes

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.

Cultivated, alfalfa

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.

Juan de Herrera Canal

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

200 - 250⁰⁰

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.

The above is a correct statement of the information procured.

Dated

191

(Signature)

Geo. W. Hoadley

(Title)

In Charge of Negotiations.

Approved:

Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 edition, pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundry lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of * * * dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

REPORT ON LAND AGREEMENT.

For purposes.

..... project.

Sec., T....., R..... M.

Belonging to

County of

State of

Submitted by

Date 191.....

51-2-12
51-2-51

6-4893

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the ordinary way (by quarters and halves), the method outlined under (b) and (c), paragraph 38, page 236 of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, par. 12, page 227.

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this the 16th day of June

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

Eulalio Tapia and Capena Tapia, 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 quit-claim deed was executed by the Contractor herein, releasing and quitclaiming to the United States of America for canal right of way for the Rio Grande project, a certain tract of land approximately 2 miles north of the town of Ysleta, Texas, in the South half of the Northwest quarter of Section Twenty-three (23), Township Thirty-one (31) South, Range Six (6) East, U.S.R.S. Survey, containing 0.91 acre, more or less, 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,

WHEREAS, the Contractor is the owner of the improvements on said described land:

NOW, THEREFORE, in consideration of the sum of One hundred fifty-nine and twenty-five/100 (\$159.25) 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 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 contractor as hereinabove provided.

Article 2. The contractor expressly warrants 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 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 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.

ARTICLE 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).

ARTICLE 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.
Eulalio Tapia
Capena X Tapia
her 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

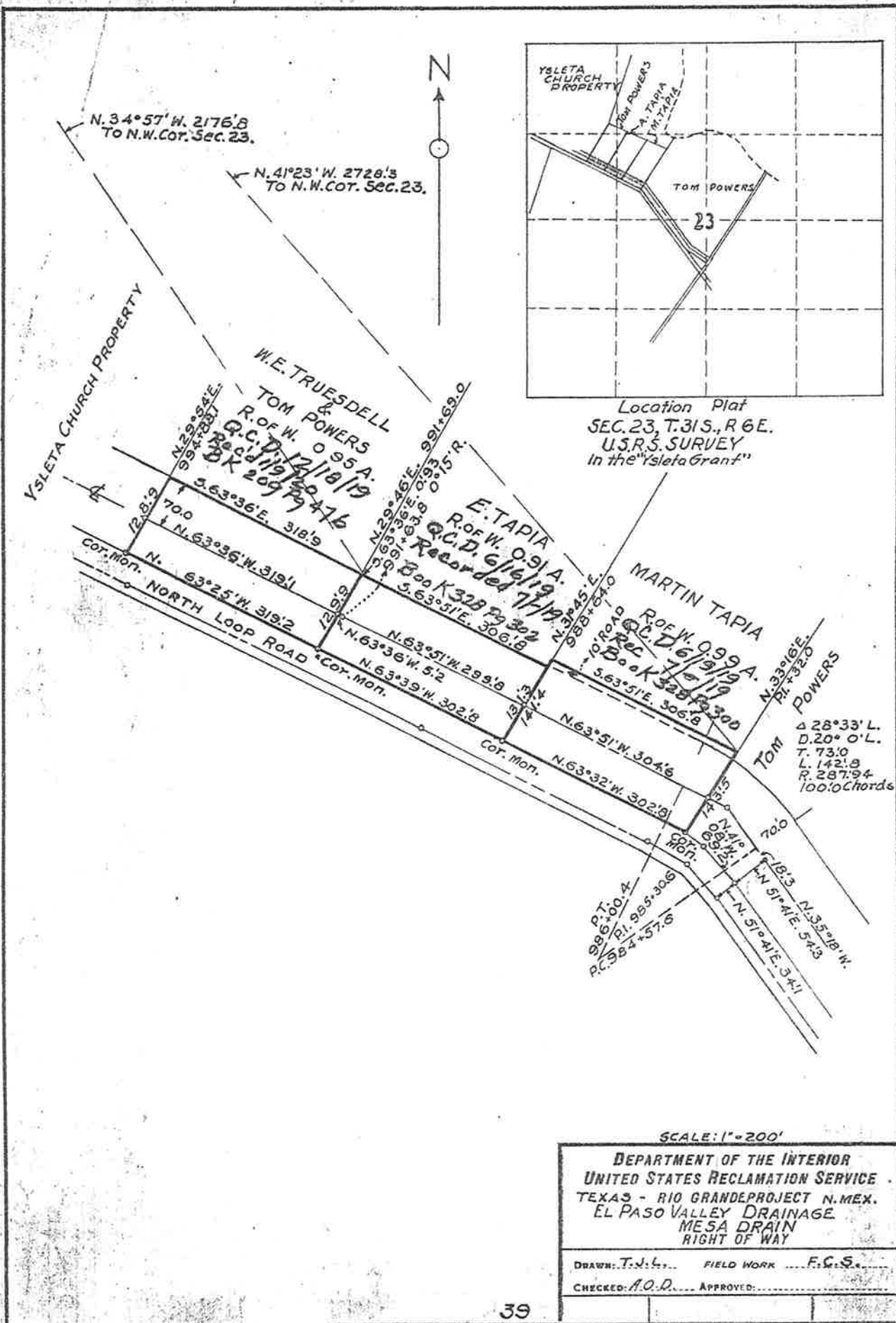
[OFFICIAL SEAL.] this day of, A. D. 191..... My commission expires

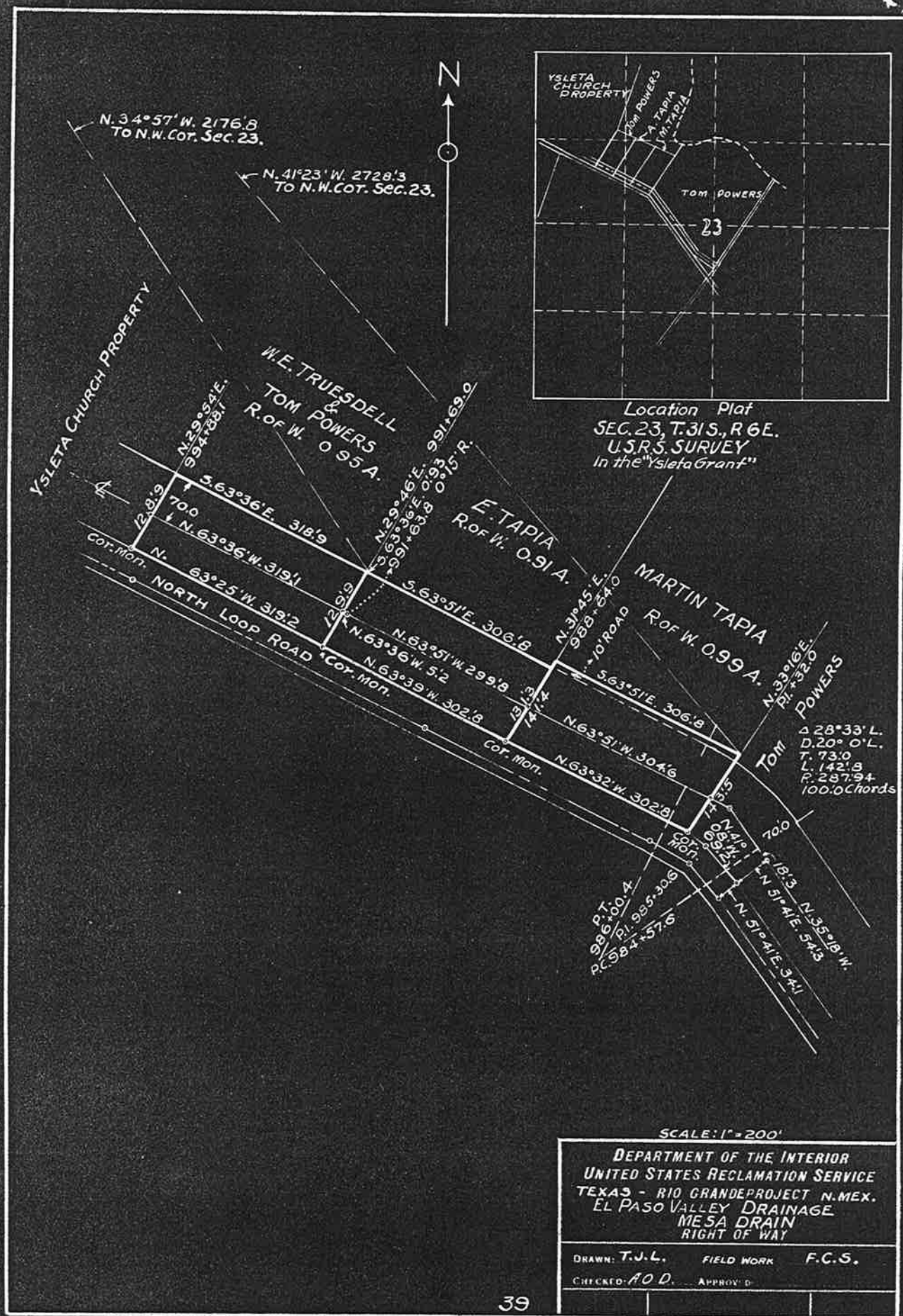
NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

INSTRUCTIONS.

1. Every contract for construction or repair of a public work is required by law to be supported by bond.
2. The post-office address of the Contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
3. Erasures, interlineations, or other irregularities must be explained over the signature of the parties to this agreement.
4. Only one copy of a contract should be executed, unless the Contractor desires an executed copy for his files, in which case the contract may be executed in duplicate.
5. A contract with a firm should describe the Contractor in the preamble as: "_____, partners, doing business under the firm name and style of _____," and _____, the names of all members of the firm being inserted. The signature of the firm name at the end will be sufficient.
6. A contract with a corporation should describe the Contractor in the preamble as: "_____ a corporation duly organized under the laws of the State (or Territory) of _____" The signature should be in the following form: "_____ by _____" (giving official designation) and the corporate seal should be affixed.
7. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished.*
8. In the execution of this contract the names of the parties should be signed in the usual manner and as written in the body of the instrument.

*The engineer may, in his discretion, waive this requirement, and in that event he will file with the contract his certificate to the effect that the officer signing for and on behalf of the corporation is known to him to be the officer who acts in that capacity for the corporation.





Should not be accepted for transmission and will not be accepted as a voucher with bill for payment of tolls.

7-132 A (Mch., 1918.)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

RETAIN
COPY
OF OFFICIAL TELEGRAM
El Paso Legal
1920 Project
F.Y. _____

The Western Union Telegraph

Company

P W DENT

District Counsel

(Sender's name in full in ink.)

(Title.)

Receiver's No.

Time Filed

PAID

words, nite

Govt. Rate

(Day or Night.)

El Paso, Texas, August 23, 1919.

To Reclamation, Washington.

See my letter August eleven Eulalio Tapia payment under
contract June sixteen. Attorney for this party pressing
for payment.

DENT.

Retain Copy for U. S. R. S. Office.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 107 NORTH OREGON STREET, EL PASO, TEXAS. ALWAYS OPEN

Deut

A646DA 22 GOVT NITE

AUG 26 PM 6 21

NR WASHINGTON DC 26

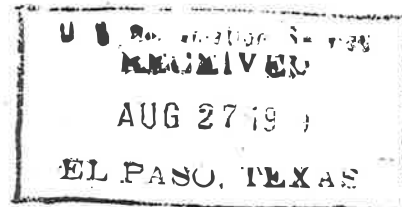
RECLAMATION 833

ELPASO TEX

YOUR WIRE TWENTY THREE CONTRACT JUNE SIXTEEN WITH EULALIO TOPIA

APPROVED ADVICE MAILED AUGUST TWENTY TWO LETTER FOLLOWS

BIEN.



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Tex.

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for ~~approval of contract~~ ~~dated~~ Acceptance
dated Dec. 18, 1919.

~~From~~ From W. T. Powers and W. E. Truesdell

To The United States of America

Estimated amount involved, \$ 0

Authority No. 6-5

Accompanied by bond and 2 copies

or Clearing Acct.

(Insert "Yes" or "No" bond)

No bond

Purpose:

Donation of 0.95 acres for right of way for Mesa Drain.
(Not homestead property)

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.

L. M. Lawson

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Denver, Colo. March 26, 1920.

Acting Chief of Construction to Director:

It is recommended that the above described ~~contract and~~
~~bond~~ ~~dated~~ ~~be accepted and filed.~~
~~approved and bond if any approved.~~

Inclosures:

- Orig. & 3 copies of form letter,
- " recorded ~~dated~~ dated Dec. 18, 1919,
- " certificate re possession, taxes, etc.,
- 1 Blueprint, 39.

(Signature)

executed

Washington, D. C. APR 1 1920

Contract approved and bond, if any, approved by

MORRIS BIEN

Assistant to the Director

on APR 1 1920

APR 5 20 10386

CERTIFICATE.

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

A tract of land in the southwest quarter of the northwest quarter of sec. 23, T. 31 S., R. 6 E., United States Reclamation Service survey, being also in the Yaleta Grant, in El Paso County, Texas, more particularly described in quitclaim deed dated December 18, 1919, running from M. T. Powers and W. E. Truesdell to the United States of America:

That the tax records of said county indicate that M. T. Powers and W. E. Truesdell, the reputed owners, are the actual owners; 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.

C. F. HARVEY

Clerk.

El Paso, Texas,

December 18, 1919.

El Paso, Tex.
Dec. 19, 1919.

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

Dear Sir:

Transmitted herewith for official record donation
deed dated Dec. 18, 1919 running from M.T. Powers and
W. E. Truesdell to the United States.

Yours very truly,

C. F. Harvey

Asst. District Counsel.

Incl.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas. JUL 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

Agreement dated ~~Good~~ June 16, 1919. Rio Grande Project

Executed on behalf of U. S. by Eulalio Capin and wife

with To 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 El Paso Valley 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:
Original doc.,
cert. as to title,
1 blueprint.

Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

Washington, D. C.
Accepted by

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

on 7/31/19 JUL 29 19 950
Assistant to the

El Paso, Texas,

June 30, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quit-claim deed dated June 16, 1919, running from Eulalia Tapia and wife to the United States of America.

Yours very truly,

CEHarvey

Enc 1.

Asst. District Counsel.

Mesa Brain

El Paso, Texas,
June 13, 1919.

Mr. Eulalio Tapia,

Ysleta, Texas.

Dear Sir:

Recently you signed an agreement to sell 0.91 of an acre of land to the United States for the Mesa Drain. In view of the fact that we can make more prompt settlement by asking you to donate this land and pay you for the improvements thereon, we are submitting herewith a quitclaim deed running to the United States and also a contract carrying a money payment to be made to you of \$159.25. If you will please sign the donation deed, also having your wife sign it, and sign the contract and return both of these papers to the Reclamation Service, El Paso, we will be able to make prompt settlement. It will not be necessary for you to go before a notary public to sign any of these papers, as the notary in this office is familiar with your signature and can take your acknowledgment without having you appear before him again.

If we proceed with the transaction upon the agreement to sell, which you have already signed, we would very likely have to enter into a long and difficult examination of your land title, which would probably consume a great deal of time, possibly involving considerations it would be next to impossible to fulfill in a practical way, with the result that there would be great delay in securing to you payment of the money due you, if such payment could ever be made in full.

Yours very truly,

C.F. Harvey

Encl 2.

Asst. Dist. Counsel.

WEEKS & OWEN

LAWYERS

ROOMS 505 6-7-8 CAPLES BUILDING

PHONE 76

EL PASO, TEXAS.

June 17, 1919.

Mr. M. L. Lawson,
Project Manager,
Reclamation Service.

Dear Sir:-

You will please deliver to J. F. Weeks upon
the delivery of my papers by him to you, the sum of
\$159.25, payments for improvements on 91/100 acres
land in El Paso County, Texas.

Yours truly,

Estelita Tapia

Send check to J. F. Weeks
JMD

CERTIFICATE

I HEREBY CERTIFY With reference to the following described land:

A tract of land in S $\frac{1}{2}$ NW $\frac{1}{4}$ Section 23, T. 31 S., R. 6 E., U.S.R.S. Survey, El Paso County, Texas, more particularly described in quitclaim deed dated June 16, 1919, running from Eulalio Tapia and wife to the United States of America:

That the tax records of said county indicate Eulalio Tapia, 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,
June 30, 1919.

C. F. Harvey

Clerk.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

AUG 27 1919

From Assistant to the Director

To District Counsel, El Paso, Texas.

Subject: Contract with Eulalio Topia, dated June 16, 1919,
for purchase of improvements - Rio Grande Project.

1. Your letter of August 11, above subject, received, contract referred to approved, and form letter advice mailed August 22,

2. This contract was not forwarded with form letter of transmittal from the Project Manager until July 24, reaching this office August 2, It was not attached to the deed from the same parties and hence was acted on separately, and at a later date.

Morris Bien

El Paso, Texas,
August 11, 1919.

From: District Counsel P.W.Dent
To: Director and Chief Engineer, Washington, D.C.
Subject: Contract with Eulalio Tapia, dated June 16, 1919,
for purchase of improvements.

1. References had to the above described contract and your advice that donation deed which was secured in connection with this contract was accepted by your office under date of July 31, 1919.

2. Contractor is pressing us for payment, but to date we have not received approval of the contract. Kindly advise the status of this matter.

P. W. Dent



DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas.

JUL 24 1919

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

Subject: Forwarding contract for approval.

Agreement dated June 16, 1919.

Rio Grande

Project

Executed ~~on behalf of U.S.~~ by Eulalio Tapia and Cayena Tapia
Executed on behalf of U.S. by H. H. Lawson, Project Manager.

~~Transmitted~~

Estimated amount involved, \$ 159.25

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/for ^{dead} El Paso Valley Mesa
Drain

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

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

at El Paso, Texas and

District Council

at El Paso, Texas.

of the approval of the above

Encls: Orig. 3 copies contract.

Orig. & 1 copy cert. of recommendation, H. H. Lawson

two blueprints.

Project Manager.

Denver, Colo.,

July 29, 1919

It is recommended that the above described contract be approved.
~~Referred to Director as only claim dead covering not filed in this office~~

Inclosures: Orig. and 3 copies form letter; Orig. and 3 copies con-
tract; Orig. Certificate of Necessity;
1 Blue Print.

H. F. WARDEN

Acting Chief of Construction.

G-4531

Washington, D. C., AUG 1 1919

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

on ~~Aug~~

Assistant to the Director

AUG-2-19 1093

1093

CERTIFICATE

I HEREBY CERTIFY, That the rights and property described in the agreement dated June 16th 1919, with Eulalio Tapia 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, \$159.25, is based upon clearing and leveling of land, stand of alfalfa, and the fact that this is valuable property on the county road where frontage on road was completely cut off by construction of the drain, thereby greatly deteriorating the value of the entire land holding; that the consideration is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

El Paso, Texas,
June 30, 1919.

L.M. Lawson
Project Manager.

美華書局

COURT

El Paso

1. Mailing address of each party Eulalia Tafra
Lyleta Texas
2. Personal status of each (married, single, widow or widower):
Married
2. List of improvements (state, as by itemized bill, how total consideration was fixed):
alfalfa
3. 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.
4. 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: _____.
5. Grantor will order title guaranty.
☒ Grantor agrees that Service may order title guaranty and make deduction therefor. at expense of service
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 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).
6. Cost of structures to be built by Service.

POSSESSORY CERTIFICATE

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 Eulalio Tapia and wife, in S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 23, T. 31 S., R. 6 E., 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.

Rio Grande Project,
El Paso, Texas, June 30, 1919.

Geo W. Hoadley
Field Assistant.