

WADLINGTON J. Y. et. ux. Paralee & Oden, I. C.

QUITCLAIM DEED

(131) MESA DRAIN

0023-0081-0017-00 15-(17) TEXAS

THE STATE OF TEXAS, }
County of El Paso. }

KNOW ALL MEN BY THESE PRESENTS: THAT

We, J. Y. Wadlington and Paralee Wadlington, husband and wife, and
I. C. Oden,

of the County of El Paso, State of Texas, for and in consideration of the
sum of One and 0/100 (\$1.00) DOLLARS,

to us in hand paid by the United States of America pursuant to the Act
of Congress of June 17, 1902 (32 Stat. 388).

~~of the County of~~ ~~El Paso~~ ~~State~~ ~~Texas~~, 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

~~XXXXXX~~ 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 situated approximately four miles northwest of the town of Clint, Texas, in the west half of the southwest quarter of section fifteen (15) and the east half of the southeast quarter of section sixteen (16), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, described and bounded as follows: Beginning at the southwest corner, which is a point on the property line between the Grantor herein and T. R. Rodgers; running thence north 31°50' west seven hundred eleven and three-tenths (711.3) feet; thence north 38°33' west three hundred fifty-six and eight-tenths (356.8) feet; thence south 79°36' east one hundred and fifty-four (154) feet on the property line between the Grantor herein and C. O. Coffin to a point common ~~line~~ to the properties of the Grantor, C. O. Coffin, and Lamar Davis, from which the southeast corner of said section sixteen (16) bears south six (6) degrees 52' east two thousand eight and two-tenths (2,008.2) feet; thence south 79°36' east sixty-four and five-tenths (64.5) feet on the property line between the Grantor herein and Lamar Davis; thence south 31°50' east eight hundred eighty-eight and two-tenths (888.2) feet; thence south 43°51' west one hundred twenty-three and eight-tenths (123.8) feet on the property line between the Grantor herein and T. R. Rodgers to a point of beginning; said tract of land containing two and seventy-nine (2.79) 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 and its

~~XXXXXX~~ assigns forever.

WITNESS our hand 8 this the 25th day of May, A. D. 1918

Witnesses at Request of Grantor:

J Y Wadlington

Paralee Wadlington

I C Oden

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 191, at

o'clock and minutes M.

Clerk.

Deputy.

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 J Y Wadlington, Paralee
Wadlington, and I C Oden

known to me to be the persons whose name s are 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 25 day of May, A. D. 1918

(SEAL) My com ex June 1 1919

GEO W HOADLEY

Notary Public In and For
El Paso Co Texas

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 Paralee Wadlington
J Y Wadlington

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 by me fully explained to her, she, the said Paralee Wadlington 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 25 day of May, A. D. 1918

(SEAL) My com ex June 1st 1919

GEO W HOADLEY

Notary Public In and For 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 319 on Pages 573

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

El Paso, Texas, U JUL 9 - 1918, 191

Project Manager to the Director and Chief Engineer ~~of construction~~

Subject: Forwarding ~~contract for approval~~ **consent deed for acceptance.**

~~Agreement~~ **Deed** dated **May 26, 1918** **El Grande** Project.

Executed by **J Y Hollington and wife and I O Oden**
owner to United States of America.

Estimated amount involved, \$ **0** (See Gen'l Order No. 124) **Authority No. 6-5**

Purpose of agreement: **Location of right of way for El Paso Val-**
(See instructions on back, Pars. 4 and 5) **ley main drain.**

~~Original and one copy of bond herewith.~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project
Manager at **El Paso, Texas,**

and **District Counsel** at **El Paso, Texas,**
of the approval of the above.

Incls. Original deed.

L E LARSON

Certificate as to title.

(Signature.)

1 blueprint.

(The blanks below to be filled in the Washington Office.)

~~Accepted by~~ **Accepted by: Morris Bien, Acting Director** **JUL 19 1918**

~~Date of approval~~ **acceptance: JUL 19 1918**

Bond, if any, approved by same officer on same date.

Morris Bien, Acting Director
JUL 15 '18 34333

CERTIFICATE.

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

A tract of land in $W\frac{1}{2}$ SW $\frac{1}{4}$ sec. 15 and $E\frac{1}{2}$ SE $\frac{1}{4}$ sec. 16, T 32 S, R 7 E, United States Reclamation Service survey, El Paso County, Texas, more particularly bounded and described in quitclaim deed dated May 25, 1918, running from J. Y. Wadlington and wife and I. C. Oden to the United States of America;

That the tax records of said county indicate J. Y. Wadlington, 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, but that the land is now in the possession of I. C. Oden under a lease, and for this reason said I. C. Oden was joined in the said quitclaim deed; and that the land is not occupied adversely to any of the said Grantors.

C F HARVEY
Clerk.

El Paso, Texas,

May 25, 1918.

El Paso, Texas, May 25, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

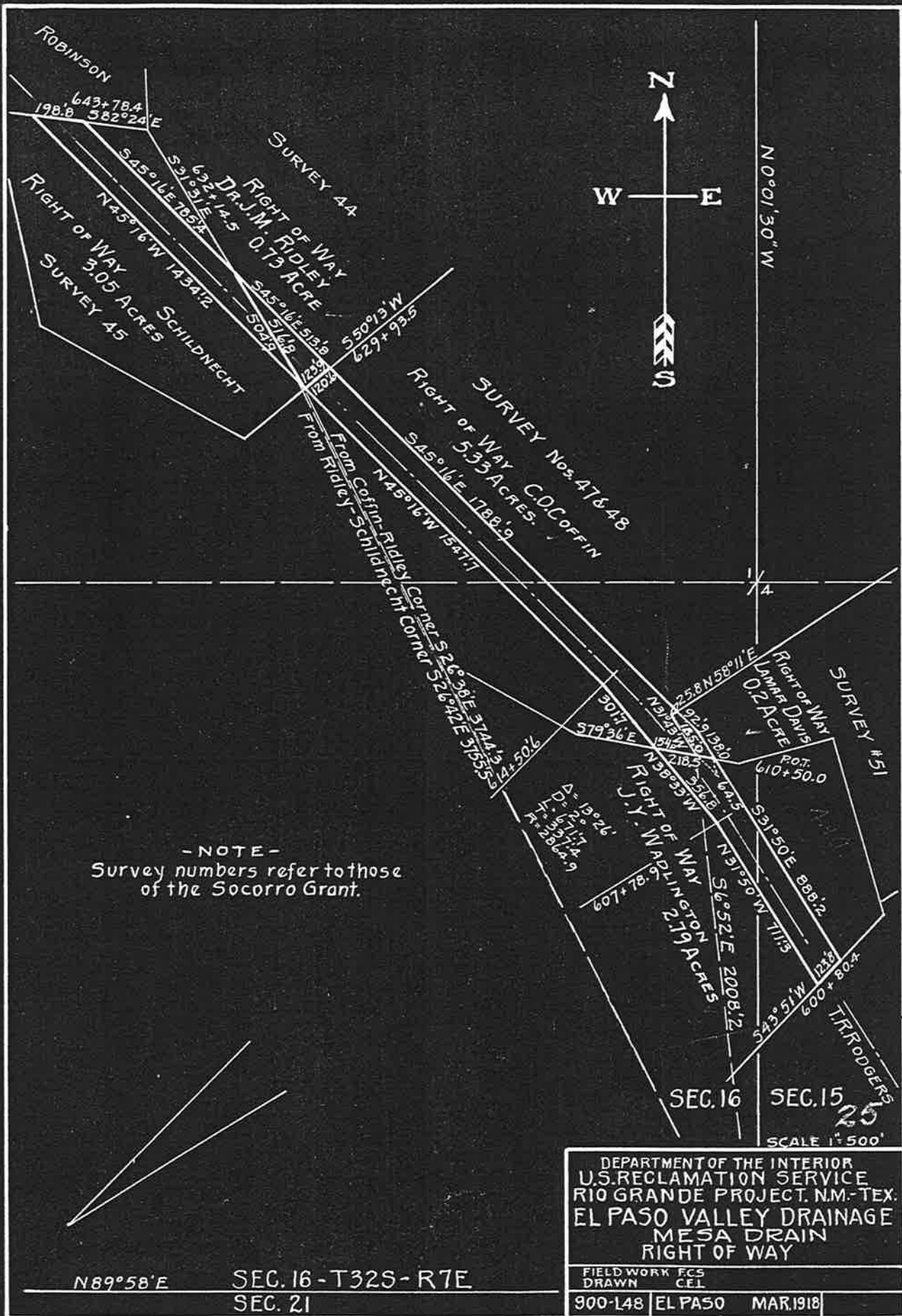
Transmitted herewith for official record is quitclaim deed dated May 25, 1918, running from J. Y. Waslington and wife and I. C. Oden to the United States of America.

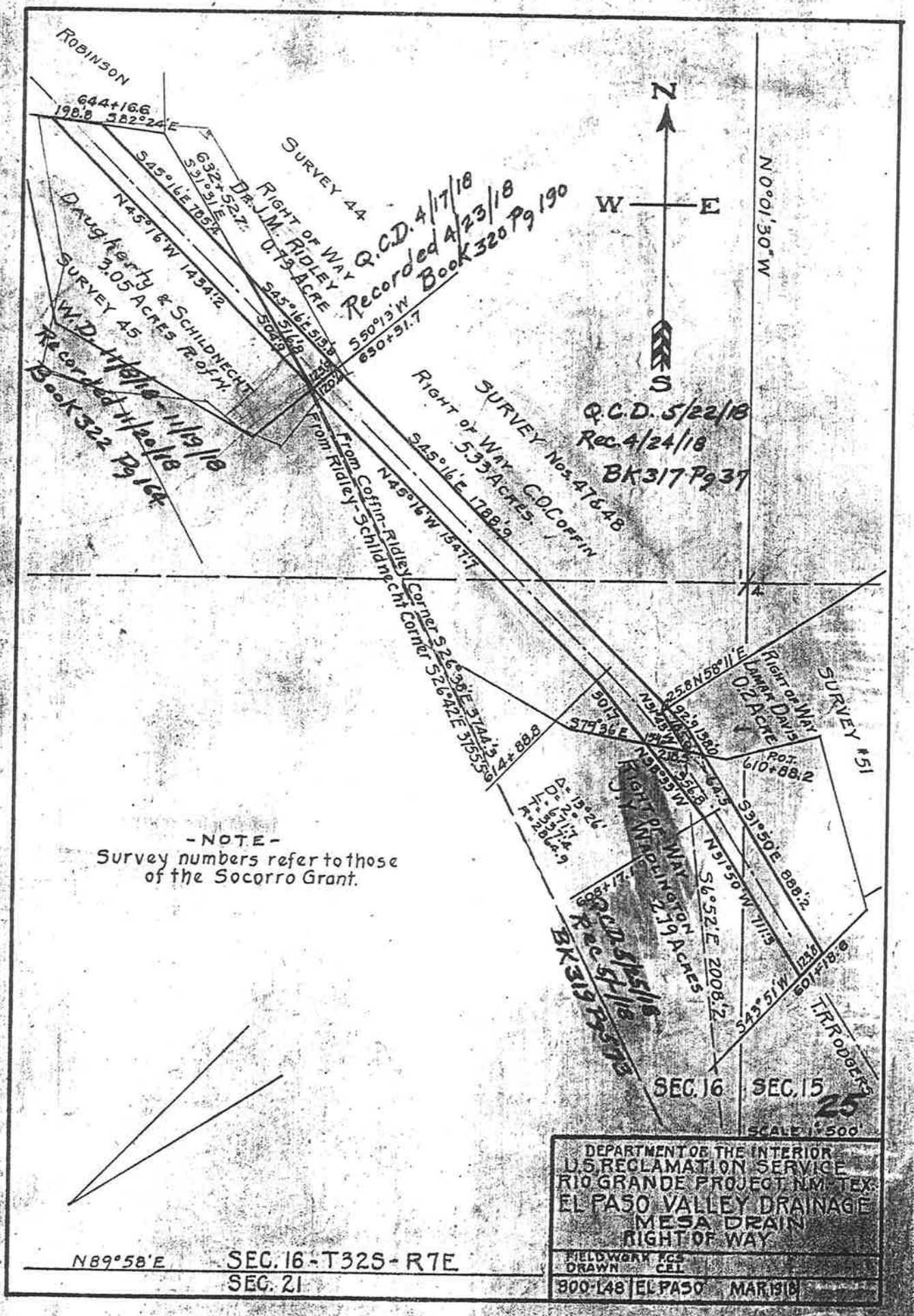
Very truly yours,

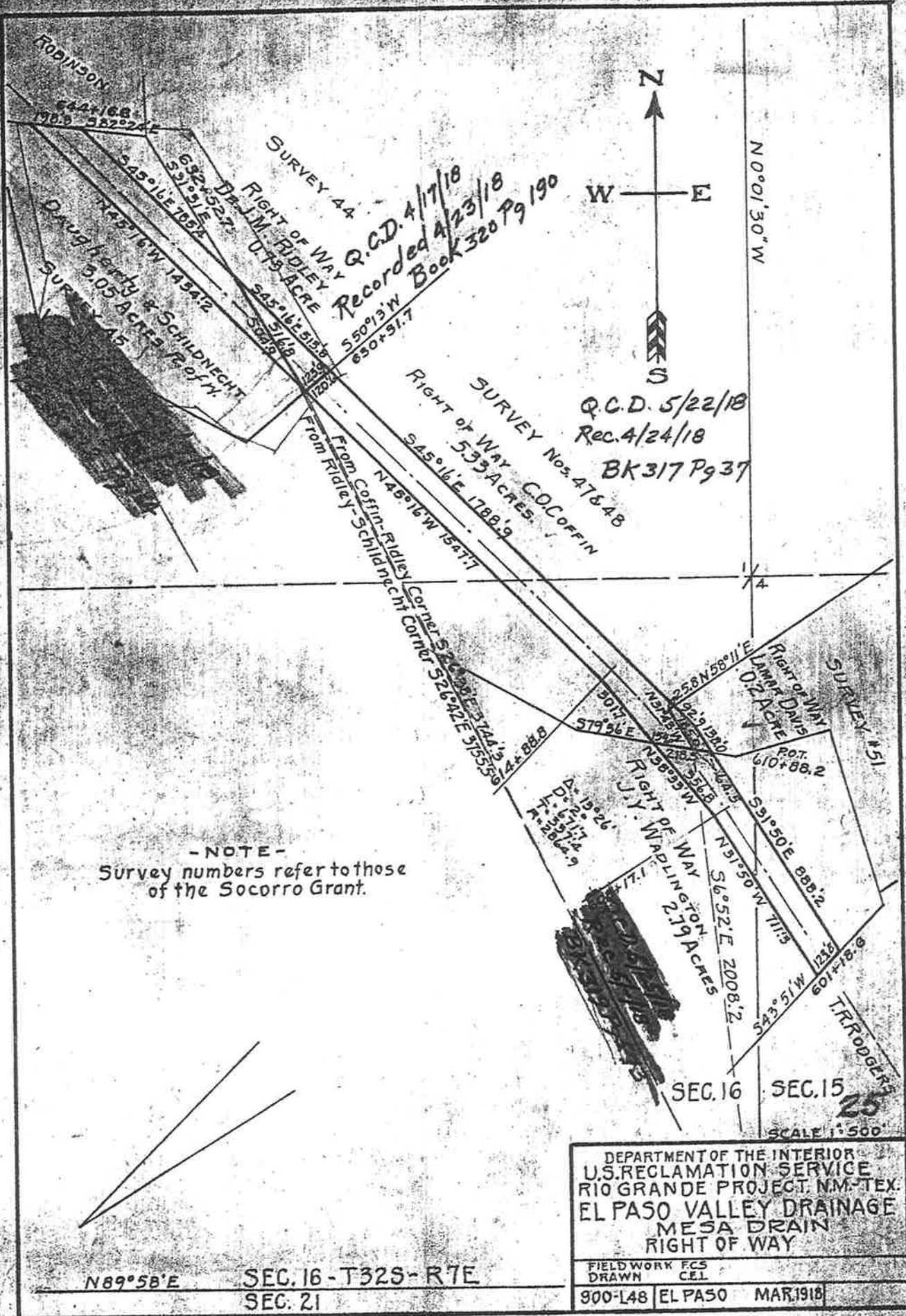
P W DENT OFH

District Counsel.

incl.







DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, JUL 9 - 1918

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

Subject: Forwarding contract for approval

The contract described below is forwarded herewith.

Agreement, dated Mar 27, 1918 Rio Grande Project.

Executed by J H Lawson Project Manager

With J Y Wallington and wife and I O Oden

Estimated amount involved, \$ 111.60 (See Reverse, Par. 3.)

Purpose of agreement: Authority 6-5

Purchase of improvements in land donated for right of way
for El Paso Valley moss 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.
Incls: Orig. & 3 copies contract.
Orig. & 1 copy certificate of
recommendation.
2 blueprints.

E H LAWSON

(Signature.)

Denver, Colo., July 16, 1918.

It is recommended that the above-described contract be approved.
The quitclaim deed referred to in the first whereas clause is set, under
the regulations, transmitted through this office.

E. F. WALTER

Inclosures:

Orig. & 2 copies of contract.
" & 3 copies of form letters of transmittal.
1 certificate of necessity
1 blue print.

acting Chief of Construction.

Washington, D. C., JUL 30 1918

Contract (and bond, if any), was approved by Morris Bien, Acting Director
on JUL 30 1918

JUL 22 '18 84557 Morris Bien, Acting Director

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated May 27, 1918, with J. Y. Wadlington and wife and I. C. Oden is 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, \$111.60, for 2.79 acres planted to corn, valued at \$40 an acre, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

El Paso, Texas,

May 27, 1918.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT New Mexico - Texas.

THIS AGREEMENT, Made the 25th day of May,

nineteen hundred and eighteen, 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 J. Y. Wadlington, Parelee Wadlington,

his wife, and I G Oden,

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

WITNESSETH, The parties covenant and agree that:

~~Agreement between the Contractor and the United States Reclamation Service~~
Whereas, Under date of May 25th, 1918
a quitclaim deed was executed by J. Y. Wadlington, the Contractor herein, releasing and quitclaiming to the United States of America for right of way for the El Paso Valley mesa drain a certain tract of land aggregating two and seventy-nine hundredths (2.79) acres, more or less, in El Paso County, Texas, described as follows:

A tract of land situated approximately four miles northwest of the town of Clint, Texas, in the west half of the southwest quarter of section fifteen (15) and the east half of the southeast quarter of section sixteen (16), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, described and bounded as follows: Beginning at the southwest corner, which is a point on the property line between the Grantor and T. R. Rodgers; running thence north 31°50' west seven hundred eleven and three-tenths (711.3) feet; thence north 38°33' west three hundred fifty-six and eight-tenths (356.8) feet; thence south 79°36' east one hundred and fifty-four (154) feet on the property line between the Grantor and C. O. Coffin to a point common to the properties of the Grantor, C. O. Coffin, and Lamar Davis, from which the southeast corner of said section sixteen (16) bears south six (6) degrees 52' east two thousand eight and two-tenths (2,008.2) feet; thence south 79°36' east sixty-four and five-tenths (64.5) feet on the property line between the Grantor and Lamar Davis; thence south 31°50' east eight hundred eighty-eight and two-tenths (888.2) feet; thence south 43°51' west one hundred twenty-three and eight-tenths (123.8) feet on the property line between the Grantor and T. R. Rodgers to a point

of beginning; said tract of land containing approximately two and seventy-nine (2.79) acres; 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, consisting of 2.79 acres planted to corn, valued at \$40.00 an acre, or a total of One Hundred Eleven and 60/100 (\$111.60) Dollars;

Now, Therefore, In consideration of the sum of One Hundred Eleven and 60/100 (\$111.60) 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 to 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 herein described.

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, operation, and maintaining said El Paso Valley mesa drain and other operations of the Reclamation Service incident thereto, and any damage to crops or other improvements thereon belonging to the Contractor that may result in consequence of such entry are hereby waived by the Contractor as hereinabove provided.

ARTICLE 2. 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.

J Y WADLINGTON
Paralee Wadlington

I C Oden Contractor.

P. O. address El Paso, Texas.

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

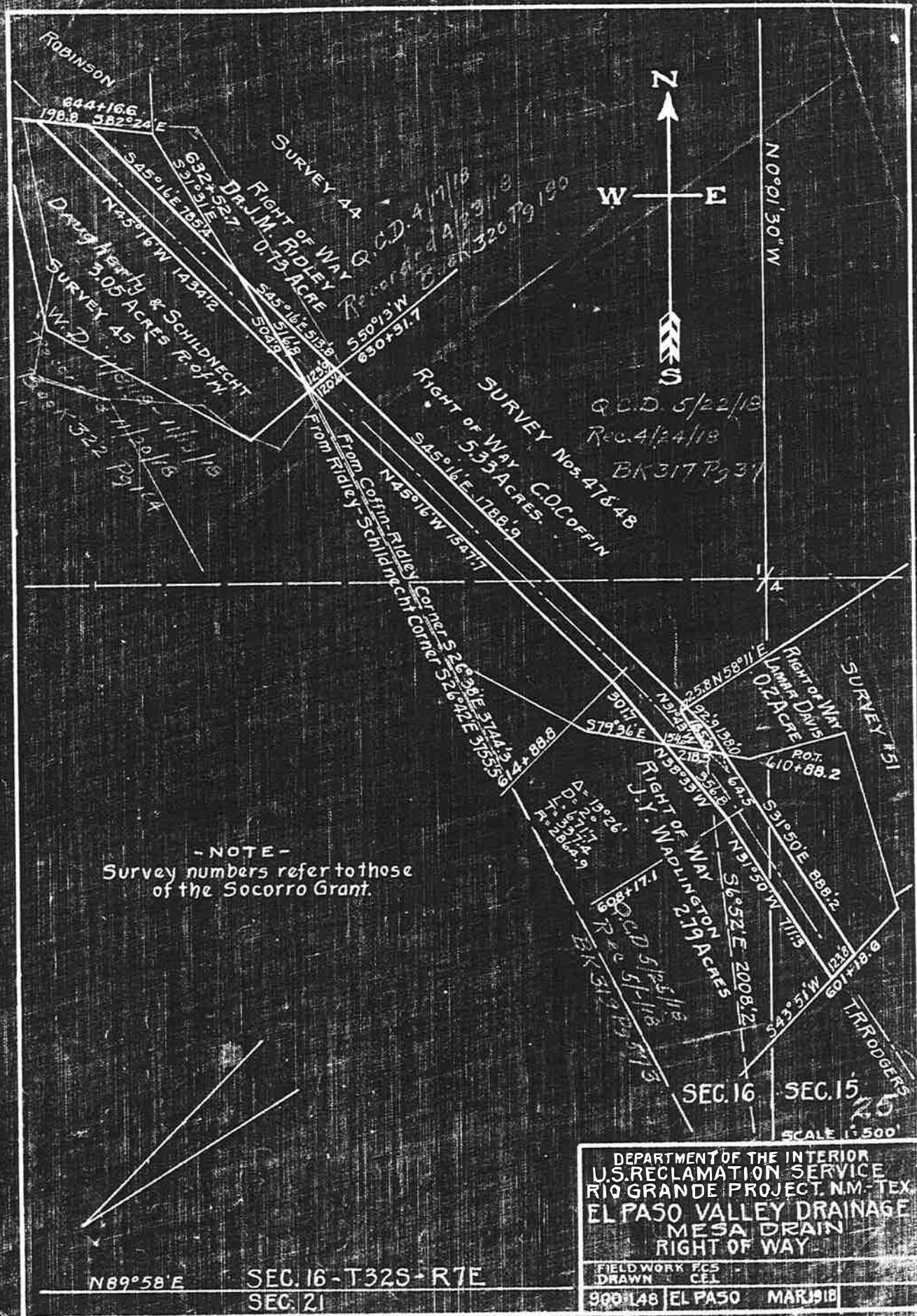
[OFFICIAL SEAL,] this day of, A. D. 191..... My commission expires

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: "_____" and _____, partners, doing business under the firm name and style of _____," 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.



El Paso, Texas, January 11, 1922.

From: District Counsel P. W. Dent,

To : Chief Counsel, Washington.

Subject: Request for return for temporary use of abstract No. 19076, Pioneer Co., purchase from J. Y. Wadlington, contract April 26, 1920, Rio Grande project.

1. If your office could secure from the Auditor and return here for temporary use abstract No. 19076, prepared by Pioneer Abstract & Title Guarantee Co, the cost of preparing another abstract could be saved. This abstract and related papers were transmitted with L. S. Kennicott's voucher No. 99, F.Y. 1921, dated Sept. 17, 1920, Project No. 19586. The name of vendor and date of contract are given above.

2. I should greatly appreciate it if this abstract could be secured and forwarded at an early date, as the matter is urgent.

cc to CE

P. W. Dent