

780

AFODACA, ANCIETO et. ux. Soledad G. de

QUITCLAM DEED

137

MIDDLE DRAIN

0623-0079-0037-000

12-(37) TEXAS

1919
RIO GRANDE

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

We, Anacleto Apodaca and Soledad G. de Apodaca, 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 El Paso, and of 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

~~heirs and~~ 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 in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Section Seven (7) and the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Eight (8), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey being also in Socorro Grant, and more particularly described as follows:

Beginning at a point on the West boundary of right of way of the G.H. & S.A. Ry. said point being the most easterly corner of land of grantors herein and the northeast corner of land of S. Escontrias and from which point the southwest corner of said Section 8 bears South 76°39'30" West, five hundred forty (540.0) feet; thence along property line between land of Grantors herein and S. Escontrias South 74°41' West, one hundred fifty and nine tenths (150.9) feet; thence North 37°11' West, one thousand two hundred twenty-nine and nine tenths (1229.9) feet to a point on the south boundary of right of way of county road; thence along said boundary North 77°53' East, one hundred fifty-four and six tenths (154.6) feet to a point on the west boundary of right of way of the G.H. & S.A. Ry., thence along said boundary South 37°11' East, one thousand two hundred twenty and six tenths (1220.6) feet to the point of beginning; said tract of land containing three and ninety-four hundredths (3.94) 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

~~heirs and~~ assigns forever.

WITNESS our hand s this the 5th day of July, A. D. 1919

Witnesses at Request of Grantor:

Anacleto Apodaca

Soledad G. de Apodaca.

Correct as to Engineering Data 7.0.0.

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, a Notary Public in and for
El Paso County, Texas, on this day personally appeared

Anacleto Apodaca

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 5th day of July, A. D. 1919

My com. expires June 1, 1921.

Geo. W. Hoadley

Notary Public.

THE STATE OF TEXAS. }

COUNTY OF EL PASO.

Before me, Geo. W. Hoadley, a Notary Public in and for
El Paso County, Texas on this day personally appeared Soledad G. de Apodaca wife of

Anacleto Apodaca

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 Soledad G. de Apodaca 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 5th day of July, A. D. 1919

My com. expires June 1, 1921.

Geo. W. Hoadley

Notary Public.

THE STATE OF TEXAS. }

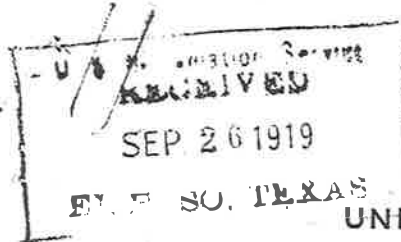
COUNTY OF EL PASO.

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 322 on Pages 511.

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

WASHINGTON, D. C.

SEP 22 1919

From Assistant to the Director

To Project Manager, El Paso, Tex.

Subject: Cancellation of contract of May 21, 1919, with
Anacleto Apodaca- land purchase- Rio Grande
project.

1. For reasons set forth in your letter of Sept. 5,
1919, relative to the above matter, you are hereby au-
thorized to cancel the said contract.

Morris D. C.

Copy to C. of C.

El Paso, Texas, September 5, 1919.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Contract with Anacleto Apodaca, dated May 21, 1919, for land purchase - Rio Grande Project.

1. The above described contract carries a consideration of \$250, fixed with the understanding that contractor should pay for title guaranty costing \$15, and also that the contractor had an abstract of title that could be loaned for use in securing title guaranty. It now appears that the contractor is unable to produce an abstract of title, and a new one would cost, we are advised by the District Counsel, approximately \$80. We are also advised by District Counsel that a careful examination has been made of the title and possessory rights in contractor and same have been found good, the contractor having been in undisputed possession of this land for a great many years.

2. In view of the relative amounts involved, a donation deed has been obtained from contractor and is now in the possession of this office. A contract will be made to settle for improvements on the land. No reduction in consideration is to be made in the new contract on account of the contractor being relieved of the cost of the title guaranty, as the price to be paid, as will appear from the certificate of recommendation which will accompany the contract for improvements, is already below that held out for by the contractor. The above procedure to be carried out upon cancellation of the contract of May 21, 1919, and the recommendation is here made that such contract be cancelled.

3. We appreciate that your office has recently been called upon for a number of similar cancellations, but the abstracting work in this neighborhood is very far behind, with no relief in sight, some of our work ordered last spring still being undelivered. Even when the right of way matters are concluded as expeditiously as possible by donation deeds, a great many inquiries are made and considerable dissatisfaction expressed by the landowners at the length of time taken up before they can be paid their money, and for these reasons we desire to do everything possible to avoid any delay and the consequent criticism.

L M LAWSON

Copy to C.C. Denver.
D. C. El Paso.

CERTIFICATE

I HEREBY CERTIFY with reference to the following described land:

A tract of land in the Southeast quarter of the Southeast quarter, Section 7, and the Southwest quarter of the Southwest quarter, Section 8, Township 32 South, Range 7 East, U.S. R.S. Survey, more particularly described in quitclaim deed dated July 5, 1919, running from Anacleto Apodaca and wife to the United States of America:

That the tax records of said county indicate Anacleto Apodaca, 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,

July 7, 1919.

C.F. Harvey

Clerk.

El Paso, Texas, June 23, 1919.

Mr. Anacleto Apodaca,
Ysleta, Texas.

Dear Sir:

In connection with your contract to convey land to the United States for right of way for the middle drain, we desire the loan of your abstract of title, if you have one. This abstract will be returned to you promptly as soon as title guaranty issues. If you have no abstract, kindly so advise at once, and it is probable that another kind of agreement can be arranged whereby the payment to you can be facilitated for money due on this purchase.

Very truly yours,

C F HARVEY

Assistant District Counsel.

The vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the vendor 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.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

Anacleto Apodaca

of _____

Vendor.

of _____

L. W. Larson.

of _____

For and on behalf of the United States.

of _____

STATE OF Texas
COUNTY OF El Paso } ss:

I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Anacleto Apodaca who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

-- He --

signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

separate and apart from his the contents of the foregoing instrument, and upon that examination he did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion.

Given under my hand and official seal, this 21st. day of May, 1919.

[SEAL.]

Geo. W. Hoadley
Notary Public.

My commission expires June 1st. 1919.

Approved JUN 19 1919, 1919

Morris Bien
Assistant to the D

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, SEP 5 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 July 5, 1919. Rio Grande Project

Executed ~~on behalf of U.S.~~ by Anacleto Apodaca and wife

With To United States of America

Estimated amount involved, \$ 0

Authority No.
or clearing acct. C-6

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

Purpose:

(See instructions on back.)

Location of right of way for El Paso Valley Middle Drain

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

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

at El Paso, Texas and District Counsel

at El Paso, Texas.

of the approval of the above

Encls: Original deed,
certificate as to title,
1 blueprint.

E. J. Larson

Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

Washington, D. C., SEP 22 1919

Accepted by

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

MORRIS BIEN,

Assistant to the Director

on SEP 20 1919

SEP 10 '19 2480

El Paso, Texas.

July 7, 1919.

County Clerk,

El Paso, Texas.-

Dear Sir:

Transmitted herewith for official record is quit-
claim deed dated July 5, 1919, running from Anacleto Apodaca
and wife to the United States of America.

Yours very truly,

CFHarvey

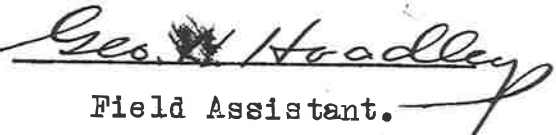
Asst. District Counsel.

Middle Drain

POSSESSORY CERTIFICATE

Rio Grande project,
El Paso, Texas, July 7, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land whereun are improvements sought to be acquired by the United States from Anacleto Apodaca and wife, in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 7, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 8, T. 32 S., R. 7 E., U.S.R.S. Survey, containing 3.94 acres, more or less, 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.


Field Assistant.

CERTIFICATE

I HEREBY CERTIFY That the rights and property described in the contract dated July 5, 1919, with Anacleto Apodaca and wife 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 Middle Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$250.00, (this amount being represented by the improvements upon the land which consist of a state of good cultivation, the land being in alfalfa, and the price of \$62.50 per acre being paid upon a round figure of four acres, the price of \$62.50 per acre being arrived at at a compromise between \$50.00 and \$75.00, the landowner holding out for the latter figure) is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

El Paso, Texas,

July 7, 1919.

I. H. Larsen

Project Manager.

1. Mailing address of each party Anacleto Afrodaca
(Socorro) P.O. Ysleta

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

Married Soledad G. Afrodaca Wife

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

3.94 H Alfalfa + Wheat 250⁰⁰/100

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 or Mortgages

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):

Mortgage: 24; Assessed at \$;

other available information: .

5. ✓ Grantor agrees that Service may order abstract of title and make deduction therefor.

Grantor will order abstract of title.

✓ 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. None

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement to sell dated May 21, 1919, with Anacleto Apodaca, is required for purposes authorized by the Act of Congress dated June 17, 1902 (32 Stat., 383), namely, as right of way for the El Paso Valley Middle Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$250.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
May 24, 1919.

L.M. LAWSON

Project Manager.

THIS AGREEMENT, made this the 21st day of May
nineteen hundred and nineteen, between Anacleto Apodaca
and _____, his wife, of El Paso
County, Texas, for him self, his heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by
- - - L.M. LAWSON, Project Manager - - - United States Reclamation Service,
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902
(32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land in the southeast quarter of the southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Section Seven (7) and the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Eight, Township thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey and Socorro Grant, and more particularly described as follows:

Beginning at a point on the west boundary of right of way of the G.H. & S.A. Ry. said point being the most easterly corner of land of vendor herein and the northeast corner of land of S. Escontrias and from which point the southwest corner of said Section 8 bears South 76°39'30" West, five hundred forty (540.0) feet; thence along property line between land of vendor herein and S. Escontrias South 74°41' West, one hundred fifty and nine tenths (150.9) feet; thence North 37°11' West, one thousand two hundred twenty-nine and nine tenths (1229.9) feet to a point on the south boundary of right of way of county road; thence along said boundary North 77°53' East, one hundred fifty-four and six tenths (154.6) feet to a point on the west boundary of right of way of the G.H. & S.A. Ry; thence along said boundary South 37°11' East, one thousand two hundred twenty and six tenths (1220.6) feet to the point of beginning; said tract of land containing three and ninety-four hundredths (3.94) acres, more or less.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, **MAY 26 1919**, 19

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

Subject: Forwarding contract for approval.

Agreement dated **May 21, 1919,** **Rio Grande** Project

Executed on behalf of U. S. by **L.M. Lawson, Project Manager,**

With **Anacleto Apodaca**

Estimated amount involved, \$ **250.00**

Authority No.
or clearing acct. **6-6**

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

Purpose:
(See instructions on back.)

Purchase of right of way for El Paso Valley Middle Drain

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. contract & 3 copies
Orig. & 1 copy report on land agreement,
Orig. & 1 copy cert. of recommendation
Two blueprints.

L.M. Lawson

Project Manager.

Denver, Colo., **May 31,** , 19**19.**

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

Inclosures:

Orig. & 3 copies of form letter,
" " " " contract
" certificate of necessity,
" report on land agreement
1 blueprint.

E. F. WALTER

Acting *Chief of Construction.*

6-4533

Washington, D. C., **JUN 19 1919**

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

MORRIS BIEN,
on **JUN 19 1919** *Assistant to the Director.*

Original enclosed to ~~PA~~ for record,
AND FURTHER APPROPRIATE ACTION

JUN 5 '19 96497

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this the fifth day of July

nineteen hundred and nineteen, in pursuance of the act of June 17,

1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

L. H. LANSON, Project Manager,

United States Reclamation Service, thereunto duly authorized and subject to the approval of the proper supervisory officer, and

Anacleto Apodaca and Soledad G. de Apodaca, 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~~

2. WHEREAS, Under even date herewith a quitclaim deed was executed by the Contractors 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 in the southeast quarter of the southeast quarter of Section Seven (7), and the Southwest quarter of the Southwest quarter of Section Eight (8), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, El Paso County, State of Texas, containing three and ninety-four hundredths (3.94) acres, more or less; and,

3. WHEREAS, the United States desires immediate possession of the land herein described for use in the construction of the El Paso Valley Middle Drain; and,

4. WHEREAS, the contractors are the owners of the improvements on said described land:

5. NOW, THEREFORE, in consideration of the sum of Two hundred fifty and no/100 (\$250.00) Dollars, the value of said improvements, to the contractors 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.

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 Middle 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 contractors 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 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 2..... 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 2727, Revised Statutes of the United States.

ARTICLE 3... 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 4.... 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 IMLewson

Project Manager, U. S. R. S.

Anacleto Apodaca

Soledad G. de Apodaca

Contractor.

P. O. address Ysleta, 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.

THE UNITED STATES OF AMERICA

[illegible]

B. LOYA

Co. Road.
588+82.6 N77°53'E 154.6

A. APODACA
3.94A

Q.C.D. 7/5/19

Rec 7/-/19

Book 322 Pg 511

S. ESCONTRIAS
2.40A
Tract 1.

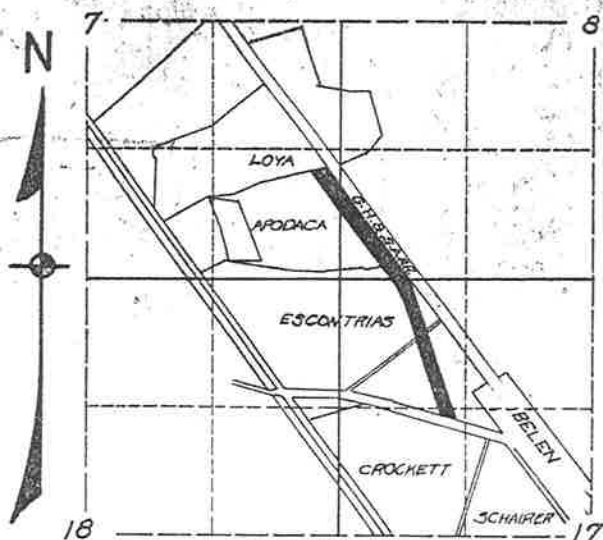
P1 = 573+25.6
T = 217.5

Anthony J. Schuler, Bishop CHURCH PROP.
2.63A

Q.C.D. 11/18/19

Rec 11/-/19 BK 335 Pg 554

A. J. CROCKETT



LOCATION PLAT.
SEC. 7, 8, 17, & 18, T32S R7E,
U.S. P.S. SURVEY, SOCORRO
GRANT, EL PASO CO., TEXAS.

S76°39'30"W 540.0
to S.W. Cor. Sec. 8

575+31.6

7

8

17

18

574°41'W 150.9

576+86

507.1

575+39.6

N37°11'W 196.8

PT. 575+39.6

R=1982.7

PC. 571+08.1

N19°55'W 251.5

568+72.3

552°41'W 125.8

568+43.7

N52°41'E 125.8

519°55'E 1023.4

70

50

502.8

N19°55'W 902.8

559+10.2

N78°55'W 610.7

County Road

541.9

N78°29'W

to N.W. Cor. Sec. 17

Scale 1"=500'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIOGRANDE PROJECT, N.M.-TEX.
EL PASO VALLEY DRAINAGE
MIDDLE DRAIN RIGHT OF WAY

DRAWN: R.A.D. FIELD WORK: KERR

CHECKED: A.D.D. APPROVED:

25 1110 L49 EL PASO, TEX., APR. '19.

Note:

Curve lengths based
on 100' chord lengths.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

May 21, 1919

191 , with

Anacleto Apodaca

for the purchase of land required for **El Paso Valley Middle Drain**

purposes, **Rio Grande** Project, **El Paso**
Texas,
County,

1. State description and approximate area of land to be conveyed. **3.94 acres in SE 1/4 Sec. 7, & SW 1/4 Sec. 8, T. 32 S., R. 7 E., U.S.R.S.**

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.

Land in Texas, no U.S. Public lands in this State - Mexican Grant

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.

Anacleto Apodaca, Socorro, Texas. (P.O. Ysleta)

Soledad G. Apodaca, (Wife)" " "

LAND IS NOT HOMESTEAD PROPERTY

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 in possession - no leases

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

Land is subject to right of way by virtue of stock subscription contract between water users' association and landowner - grant of right of way not being invoked.

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.

All of the land is cultivated in alfalfa and wheat

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.

All of the land is capable of irrigation under Rio Grande project.

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

\$125.00 to \$150.00 per acre

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.

Drain will be of general benefit to community

The above is a correct statement of the information procured.

Dated **May 24, 1919.**

191

(Signature) **Geo. W. Hoadley**

(Title) **Field Assistant.**

In Charge of Negotiations.

Approved:

L. H. Lawson

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 boundary 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

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

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE FOLLOWING:

REPLY TO REPORT OF THE COMMISSIONER OF THE LAND OFFICE, 1901-1902.