

APODACA, JUAN Z. et. ux. Alejandra C de

QUITCLAIM DEED

137

MIDDLE DRAIN

0023-0079-0033-00

13-(33) TEXAS

1919
RIO GRANDE

THE STATE OF TEXAS.

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

We, **Juan Z. Apodaca and Alejandra C. 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 Congress dated June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto, ~~of the County 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**

~~hereby~~ 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 northeast quarter of the southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), Section Seven (7), 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 Mrs. J.L. James and most northerly corner of land of the grantors herein and from which point the southeast corner of said Section 7 bears South 23°56' East, two thousand one hundred fifty-six and three tenths (2156.3) feet; thence along said west boundary of right of way of the G.H. & S.A. Ry. South 37°11' East, three hundred thirty-six (336.0) feet to a point, being the most easterly corner of land of grantors herein and most northerly corner of land of M.S.A. Fresquez; thence along property line between land of the grantors herein and said M.S.A. Fresquez South 62° West, one hundred forty-one and eight tenths (141.8) feet; thence North 37°11' West, three hundred two and six tenths (302.6) feet to a point on the property line between land of the grantors herein and Mrs. J. L. James; thence along said property line North 48°24' East, one hundred forty and four tenths (140.4) feet to the point of beginning; said tract of land containing one and three hundredths (1.03) 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

~~and~~ assigns forever.

WITNESS **our** hands this the **18th** day of **August**, A. D. 19**19**

Witnesses at Request of Grantor:

Juan Z Apodaca

Alejandra C de Apodaca

Correct as to Engineering Data 2008.

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 Juan Z. 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 16th day of August, A. D. 1919

GEO W HOADLEY

Notary Public, El Paso Co., Texas.

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 Alejandra C. de Apodaca wife of
Juan Z. 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 Alejandra C. 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 reract it.

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

GEO W HOADLEY

Notary Public, El Paso Co., Texas.

THE STATE OF TEXAS. }
COUNTY OF EL PASO.

I Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the
day of, A. D. 19 with its certificate of authentication, was filed for record in my
office this day of, A. D. 19, at o'clock M.
and duly recorded the day of, A. D. 19, at o'clock M.
in the records of said County, in Volume 209 on Pages 433

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 MAY 27 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated May 9, 1919. Rio Grande Project

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

With Juan Z. Apodaca & Alejandro C. de Apodaca

Estimated amount involved, \$ 61.80 Authority No. 6-6
or clearing acct.

~~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.

Encls: Orig. & 3 copies contract
Orig. & 1 copy cert. of recommendation
Orig. & 1 copy Report on land agreement
two blueprints

of the approval of the above

L.M. LAWSON

Project Manager.

Denver, Colo., June 4, 1919.

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

Inclosures:
Original & 3 copies of form letter
" " 2 " " contract
" Certificate of Necessity
Report on Land Agreement
1 blue print

E. F. WALTER

Acting Chief of Construction.

~~Please note that contract does not bear approval~~
~~as to form by District Counsel as required by par. 42, page 213,~~
~~Vol. 1 of Manual.~~

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

Assistant to the Director

Original enclosed to PM for record,

AND FURTHER APPROPRIATE ACTION

on JUN 11 1919

JUN 7 '19 96572

THIS AGREEMENT, made this the 9th day of May
nineteen hundred and nineteen, between Juan Z. Apodaca
 and Alejandra C. de Apodaca, his wife, of El Paso
Texas County, for them selves, their 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 northeast quarter of the southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), Section Seven (7), 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 Mrs. J.L. James and most northerly corner of land of the vendor herein and from which point the southeast corner of said Section 7 bears South 23° 56' East, two thousand one hundred fifty-six and three tenths (2156.3) feet; thence along said west boundary of right of way of the G.H. & S.A. Ry. South 37° 11' East, three hundred thirty-six (336.0) feet to a point, being the most easterly corner of land of vendor herein and most northerly corner of land of S.A. Fresquez; thence along property line between land of the vendor herein and said S.A. Fresquez South 62° West, one hundred forty-one and eight tenths (141.8) feet; thence North 37° 11' West, three hundred two and six tenths (302.6) feet to a point on the property line between land of the vendor herein and Mrs. J.L. James; thence along said property line North 48° 24' East, one hundred forty and four tenths (140.4) feet to the point of beginning; said tract of land containing one and three hundredths (1.03) acres, more or less.

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

Witnesses :

of _____

Juan Z Apodaca

of _____

Alejandra C.de Apodaca
Vendor.

of _____

Wm. Lawson.
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 Juan Z. Apodaca & Alejandra C.de Apodaca who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

they

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

I further certify that I did examine the said Alejandra C.de Apodaca

separate and apart from her husband, and explained to her the contents of the

foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 9th. day of May, 1919.

[SEAL.]

Geo. W. Hoadley
Notary Public.

My commission expires June 1st. 1919.

Approved JUN 11 1919, 1919.

Morris Rien
Assistant to the Director
DHS. [Signature]

Certificate.

THIS IS TO CERTIFY, With reference to 1.03 acres of land in NE $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 7, T. 32 S., R. 7 E., U. S. Reclamation Service survey, being also in the Socorro Grant, El Paso County, Texas, and more particularly described in quitclaim deed dated August 16, 1919, running from Juan Z. Apodaca and wife to the United States:

That the land is taxed in the name of Juan Z. Apodaca, the reputed owner, upon the El Paso County tax rolls; that there are no encumbrances such as mortgages, back taxes, or other similar items of record against the land; that these facts have been ascertained by personal examination of the county official records; and that the land is in the actual and exclusive possession of the grantors and no other person is occupying any portion of it.

C F HARVEY

Asst. District Counsel.

El Paso, Texas,
August 16, 1919.

CERTIFICATE

I HEREBY CERTIFY That the rights and property described in the contract dated August 16, 1919, with Juan E. Apodaca et ux. are required for purposes authorized by the Act of June 17, 1902 (32 Stat., 380), namely, as right of way for the Middle Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$61.80 (which amount is based upon the rate of \$60.00 per acre for land in a state of good cultivation), is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,

L.M. Lawton

Project Manager.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
WASHINGTON, D. C.

From Assistant to the Director

AUG 20 1919

To District Counsel, El Paso, Texas.

Subject: Cancellation of contract dated May 9, 1919,
approved June 11, 1919, with Juan Z. Apodaca
and wife, - Rio Grande project, New Mexico-Texas.

1. In response to your letter of August 18,
1919, you are advised that the contract above
mentioned has been cancelled as of this date
and that the purchase of the land may be completed
in accordance with the conditions mentioned in your
letter.

Norris Linn

CC- C. of C.
P.M., El Paso, Texas.

El Paso, Texas, August 18, 1919.

From District Counsel

To Director and Chief Engineer, Washington.

Subject: Contract dated May 9, 1919, with Juan Z. Apodaca
and wife - Rio Grande project.

1. The above described contract, approved under date of June 11, 1919, is for the purchase of land required for drain right of way, carries a consideration of \$61.80 to be paid to contractor, and obligates the Service to supply abstract of title, which, we learn upon investigation, would cost from \$30 to \$35.

2. This office has made careful examination of contractor's title and finds same in first-class condition and that he has been for many years in actual and undisturbed possession. In view of these facts and the small amount of money to be paid and relative cost of abstract of title, we have secured the execution of a quitclaim deed, which is now held in this office, and contractor has signed the usual form of contract whereby he is to be paid \$61.80 for all improvements upon the land donated. All of these matters have been brought to the attention of the Project Manager, and the recommendation is made that the original agreement to sell dated May 9, 1919, be cancelled and that the transaction be accomplished as here stated. It is impossible to secure title guaranty as the contractor has no abstract which can be used by the guaranty company for this purpose.

Copy to C.C.
P.M. El Paso.

P W DENT CFH

The vendor 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 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.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, May 17, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Juan Z. Apodaca, in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7, T. 32 S., R. 7 E., U.S.R.S. Survey, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof and no person claiming a right in such land adverse to the vendor is in possession of any part of it.

Geo. W. Hoadley

Field Assistant.

CERTIFICATE

I HEREBY CERTIFY That the land described in agreement to sell dated May 9, 1919 with Juan L. Apodaca and wife is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 308), 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, \$61.80, 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 17, 1919.

CANAL Middleman COUNTY El Paso

1. Mailing address of each party Juan Apodaca
Belem, Texas
2. Personal status of each party (married, single, widow, or widower):
Married
3. List of improvements (state, as by itemized bill, how total consideration was fixed):
No Liens
4. 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:

5. Survey number of tract (if not embodied in land description): _____
_____. If not 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: _____
6. Grantor will order title guaranty.
Grantor agrees that Service may order title guaranty and make proper deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
✓ Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes 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).
7. Cost of structures to be built by Service. None

W.S. to pay for abstract.
This is a part of the tract deeded by Zacarias
Apodaca Mayor of Socorro to Seferino ^{Lujan} Apodaca
Book 127 Page 569. Hrs of Apodaca to Juan Apodaca
EX 331 Page 31

El Paso, Texas, August 18, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith is quitclaim deed dated August 16, 1919, running from Juan Z. Apodaca and wife to the United States. Please have same recorded.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas,
July 28, 1919.

Mr. Juan Z. Apodaca,
Belen, Texas.

Dear Sir:-

Under date of June 27th we wrote you that we had prepared additional papers for your signature in order that we might complete the transaction looking to a payment to you of \$61.80 for right of way taken for the Middle Drain. These papers are to be signed also by your wife, and we asked that both you and Mrs. Apodaca call at our office in order that the papers can be executed. As yet you have not done so and the matter is still awaiting your action. If it is not possible for you or your wife to come in to our office, kindly advise us of this fact and it will probably be convenient for us to send you the necessary papers by mail. We would, however, much prefer to have you and your wife come to the office if you can possibly do so.

Very truly yours,

C. F. Harvey,

Asst. District Counsel.

El Paso, Texas,
June 27, 1919.

Mr. Juan Z. Apodaca,

Belen, Texas.

Dear Sir:

We have prepared additional papers for you to sign covering right of way for the Middle Drain. These papers must be signed up before we can pay you the \$61.80 due for the right of way. It is also necessary for your wife to sign these papers and we ask that you both call at this office at a very early date and attend to the matter.

The sooner this is done the sooner we will be able to pay you your money.

Yours very truly,

CFHarvey

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this the 16th day of August,
nineteen hundred and nineteen, in pursuance of the act of June 17,
1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto. between THE UNITED STATES OF AMERICA, by

L. M. LAWSON, Project Manager,
United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and Juan Z. Apodaca and Alejandra C. de
Apodaca, his 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 quitclaim deed was executed by the Contractor herein, releasing and quit-claiming to the United States of America for canal right of way for the Rio Grande project, a certain tract of land in the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), Section Seven (7), Township Thirty-two (32) South, Range Seven (7) East, U.S.R.S. Survey and in the Socorro Grant, containing 1.03 acres, more or less, in the County of El Paso, State of Texas; and,

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

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

NOW, THEREFORE, in consideration of the sum of Sixty-one and 80/100 (\$61.80) 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 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 contractor that may result in consequence of such entry is hereby waived by the contractor as hereinabove provided.

Article 2. The contractors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or 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 contractors in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

~~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..... W. Lannon
Project Manager, U. S. R. S.

Juan Z Apodaca

Alejandra C. de Apodaca

Contractor.

P. O. address..... Socorro, 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: "_____, 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.

WITNESSETH

IN WITNESS WHEREOF

BY

THE ENGINEER

WITNESSETH

IN WITNESS WHEREOF, the parties have hereunto signed their names this ____ day of _____, 19____.

WITNESSETH that the above is a true and correct copy of the original as the same appears in the files of the _____.

WITNESSETH that the above is a true and correct copy of the original as the same appears in the files of the _____.

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WITNESSETH that the above is a true and correct copy of the original as the same appears in the files of the _____.

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WITNESSETH that the above is a true and correct copy of the original as the same appears in the files of the _____.

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DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, NOV 6 - 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated August 16, 1919

El Grande

Project

Executed on behalf of U. S. by L. E. Lanson, Project Manager,

With Juan E. Apodaca and wife

Estimated amount involved, \$ 61.80.

Authority No.

or clearing acct. 6-6

~~Accompanied by bond and two copies.~~

(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Settlement for improvements on 1.05 acres donated for
middle drain right of way by deed dated August 16,
1919.

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

Incls. Orig. & 3 copies contract.

Certificate of recommendation.

2 blueprints.

L E LANSON

Project Manager.

Denver, Colo., Nov. 16, 19 19

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

Inclosures:

Orig. & 3 copies form letter

" 2 " contract

" cert. of necessity

1 Blueprint, 1110 L 49

(SEE STATEMENT ON REVERSE)

OHAS. P. WILLIAMS.

Acting

Chief of Construction.

Washington, D. C., NOV 23 1919

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

on NOV 23 1919

Ottomar Henrich

NOV 18 1919 4655

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **the 9th day of May** 191**9**, with
Juan Z. Apodaca and Alejandra C. de Apodaca

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

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

County, **Texas.**

1. State description and approximate area of land to be conveyed. **1.03 acres in NE 1/4 SE 1/4 Sec. 7, T. 32 N., R. 7 E., U.S.R.S. Survey.**

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.

Juan Z. Apodaca, Belen, Texas.
Alejandra C. de Apodaca (wife), Belen, Texas.

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.

Land in possession of owners-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 landowners and water users' association-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.

Land all in cultivation - 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 the land is capable of irrigation under Rio Grande project

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

\$125.00 to \$175.00 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 17, 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 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

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 power in 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.

7-281	REPORT ON LAND AGREEMENT.		
For	_____	purposes.	
	_____	project.	
Sec.	_____, T _____, R _____, M _____		
Belonging to	_____		
County of	_____		
State of	_____		
Submitted by	_____		
Date	_____ 191_____		