

780

FREQUEZ, MARTIN, et. ux. Maria S.A.

QUITCLAIM DEED

137

MIDDLE DRAIN

0023 - 0079 - 0034 - 00

~~13-(34)~~ TEXAS

780

THE STATE OF TEXAS. }
COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS: THAT

~~We, Martin Fresquez and Maria S.A. Fresquez, 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 in hand paid by The United States of America, pursuant to the Act
of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental
thereto

~~of the County of~~ and ~~of~~, the receipt whereof is hereby
acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said

The United States of America, and its

~~heirs and assigns all~~ and 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
of 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 concrete
monument on the west boundary of right of way of the G.H. & S.A. Ry., said
monument being the most easterly corner of land of the Grantors herein
and most northerly corner of land of Refugio Lujan and from which monument
the southeast corner of said Section 7 bears South 17° 59' East, one
thousand five hundred two and eight tenths (1502.8) feet; thence along
property line between land of the grantors herein and said Refugio Lujan
South 71° 15' West one hundred forty-seven and six tenths (147.6) feet;
thence north 37° 11' West, three hundred nineteen and four tenths (319.4)
feet to a point on the property line between land of the grantors herein
and Juan Apodaca; thence along said property line North 62° East, one
hundred forty-one and eight tenths (141.8) feet to 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 said Juan Apodaca and most northerly corner
of land of the grantors herein; thence along said boundary South 37°
11' East, three hundred forty-three and four tenths (343.4) feet to
the point of beginning; said tract of land containing one and seven
hundredths (1.07) acres, more or less.

TO HAVE AND TO HOLD all and ~~their~~ 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 their hands this the 23rd day of July, A. D. 1919

Witnesses at Request of Grantor:

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

known to me to be the person whose name he 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 23rd day of July, A. D. 19 19

My commission expires
June 1, 1921.

Geo. W. Headley
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me, Geo. W. Headley, a Notary Public in and for
El Paso County, Texas on this day personally appeared Maria S.A. Fresquez wife of

Martin Fresquez, 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 Maria S.A. Fresquez 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 23 day of July, A. D. 19 19

My commission expires
June 1, 1921.

Geo. W. Headley
Notary Public, El Paso County, Texas

THE STATE OF TEXAS.

COUNTY OF EL PASO.

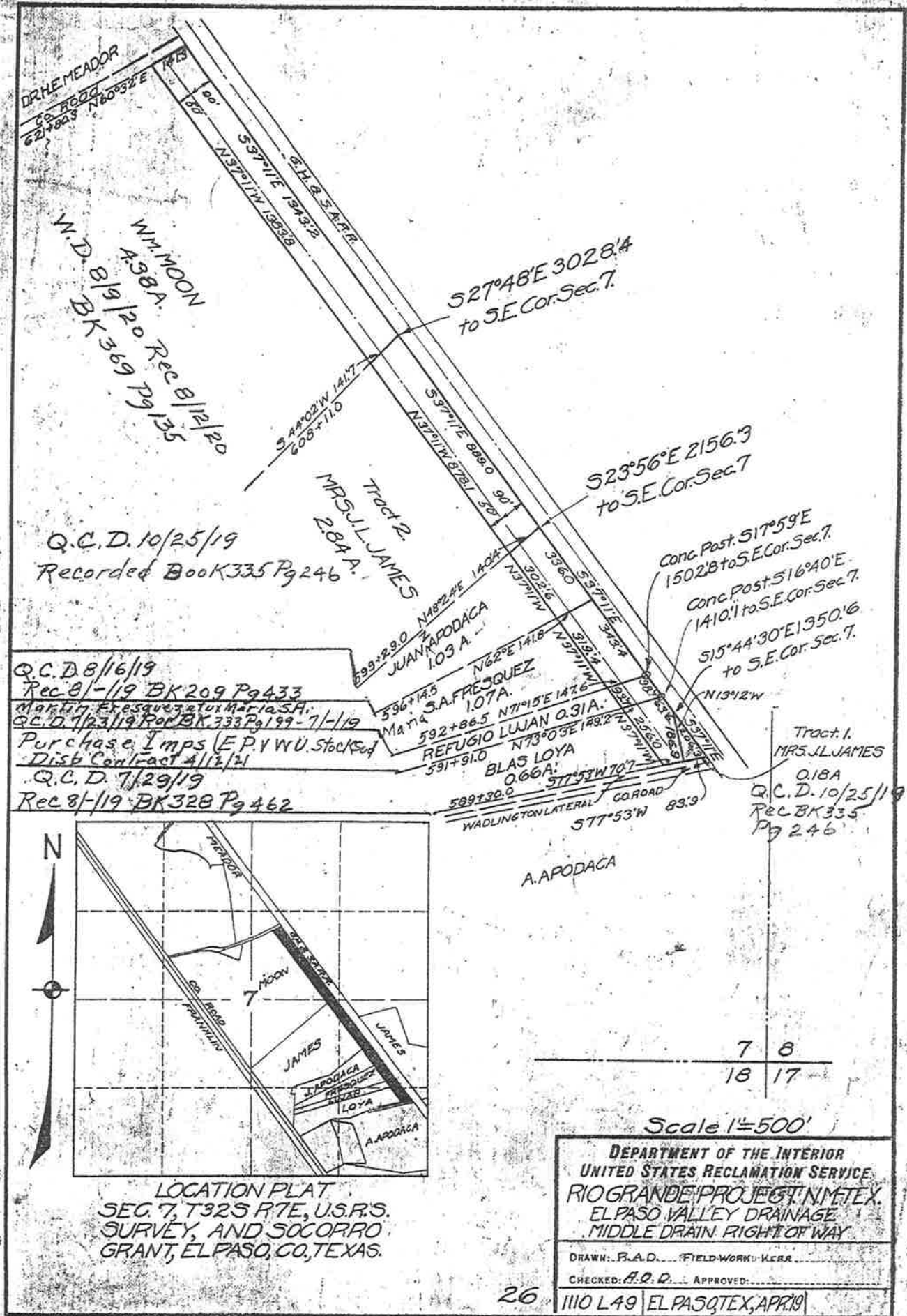
I _____ Clerk of the County

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 333 on Pages 199

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.

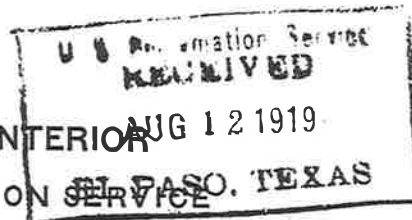
Clerk County Court, El Paso County, Texas.

By _____, Deputy.



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.



AUG -8 1919

From Assistant to the Director

To Project Manager, El Paso.

Subject: Cancellation of contract dated May 20, 1919 with Martin Fresquez et ux for purchase of land - Rio Grande project.

1. In accordance with request of the District Counsel dated June 25, 1919, you are authorized to cancel the above contract.

2. It seems that the contractor is in possession under an informal settlement with the various parties claiming an interest in the land desired by the Reclamation Service, and it is believed that execution of a contract should be deferred until after final adjustment among the interested parties.

Morris Dyer

Copy to Cof C

El Paso, Texas, July 24, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two quit-claim deeds, as follows:

Running from Martin Fresquez and wife to the United States, dated July 23, 1919.

Running from Pat Delan and wife to the United States, dated July 22, 1919.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

CERTIFICATE

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

A tract of land in the Northeast quarter of the Southeast quarter of Section 7, Township 32 South, Range 7 East, United States Reclamation Service Survey and in Socorro Grant, El Paso County, Texas, more particularly described in quitclaim deed dated July 23, 1919, running from Martin Fresquez and Maria S.A. Fresquez, husband and wife, to the United States of America.

That the tax records of said county indicate Martin Fresquez the reputed owner, to be the actual owner; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

C. M. Harvey

Asst. District Counsel

El Paso, Texas,

July 23, 1919.

CERTIFICATE

I HEREBY CERTIFY That the rights and property described in the agreement dated July 23, 1919, with Martin Fresques and Maria S.A. Fresques, husband and wife, are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388) namely, as right of way for the El Paso Valley Middle Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$14.20 for improvements on 1.07 acres of land, at the rate of \$60.00 per acre, this rate being fixed, ^{for} ~~as the~~ land is ~~is~~ cleared, leveled and in good state of cultivation, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. H. Lawson

Project Manager

El Paso, Texas,

July 23, 1919.

1. Mailing address of each party Martin Fresquez
+ Maria La Fresquez, Socorro P.O. Belen Tex
2. Personal status of each party (married, single, widow or widower): Wedded
3. List of improvements (state, as by itemized bill, how total consideration was fixed):
Alfalfa
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:
No liens
5. State whether or not land is homestead property Not Homestead
6. Survey number of tract (if not embodied in land description):
. If no survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):
Acres: Assessed at \$
other available information
7. Grantor will order title guaranty.
 Grantor agrees that Service may order title guaranty and make deduction therefor.
 Grantor will order abstract of title.
 Grantor agrees that Service may order abstract of title and make deduction therefor.
☒ Grantor states that taxes are paid to date.
 Grantor will pay taxes now unpaid.
 Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.
 Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the lienor).
 Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.
8. Cost of structures to be built by Service.

This out of the same tract as Juan Afrodaca
+ Blas Loya,

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this the twenty-third 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. M. LAMSON, Project Manager,
United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and Martin Frasquez and Maria S. A. Frasquez,
husband and wife,
hereinafter styled Contractor, as 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 of Section Seven (7), Township Thirty-
two (32) South, Range Seven (7) East, United States Reclamation
Service survey, and in Socorro Grant, in El Paso County, State of
Texas, containing one and seven hundredths (1.07) acres, more or
less; 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 improve-
ments on said described land;

NOW, THEREFORE, in consideration of the sum of Sixty-
four and 20/100 (\$64.20) 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 contractor expressly warrants 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 contractor in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

ARTICLE Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

ARTICLE For and in consideration of the faithful performance of this contract, the contractor shall be paid

ARTICLE 3 No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

ARTICLE 4 No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

ARTICLE 5 It is further stipulated and agreed that in the performance of this contract, no persons shall be employed who are undergoing sentences of imprisonment at hard labor, which have been imposed by courts of the several States or Territories or municipalities having criminal jurisdiction.

IN WITNESS WHEREOF, The parties have hereto signed their names the day and year first above written:

THE UNITED STATES OF AMERICA,

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

Maria S.A. Frasques

Martin Frasques

Contractor.

P. O. address.....

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.

WITNESSES

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

It is further stipulated and agreed that in the performance of this contract the Contractor shall be bound to comply with all the provisions of the laws of the United States and of the State (or Territory) of _____, and to the extent of such provisions, the Contractor shall be bound to comply with the same. The Contractor shall be bound to comply with the same to the extent of such provisions, and to the extent of such provisions, the Contractor shall be bound to comply with the same.

It is further stipulated and agreed that the Contractor shall be bound to comply with the same to the extent of such provisions, and to the extent of such provisions, the Contractor shall be bound to comply with the same.

It is further stipulated and agreed that the Contractor shall be bound to comply with the same to the extent of such provisions, and to the extent of such provisions, the Contractor shall be bound to comply with the same.

CONTRACTOR

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

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

SEP 5 - 1918

~~El Paso, Texas,~~ 19 19

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

Subject: Forwarding ~~contract for approval and acceptance~~ **Donation deed for approval and acceptance**

Agreement dated **July 23, 1919**

El Grande Project

Executed on behalf of U. S. by **Martin Progneux and Maria S.A. Progneux**

With **To United States**

Estimated amount involved, \$ **0.**

Authority No.
or clearing acct. **6.6**

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

Purpose:

(See instructions on back.)

Donation of 1.07 acres for Middle Drain right of way

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

inclos: Original Deed
Certificate as to title
1 Blueprint

L. M. Isaacs
Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

Washington, D. C., SEP 13 1919

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

on

SEP 10 '19 2478

OR