

78

HOLGUIN, G. QUITCLAIM DEED

151

NORTHSIDE LATERAL

~~0025-05~~

0023-0080 - 0007-00

14-(7) Texas

78

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

G. Holguin

known to me to be the person whose name 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 12th day of December, A. D. 1919.

Geo. W. Hoadley

Notary Public

My Com Ex. June 1st 1921.

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

Before me, _____ in and for
El Paso County, Texas on this day personally appeared _____ wife of

_____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it

Given under my hand and seal of office, this _____ day of _____ A. D. 19_____

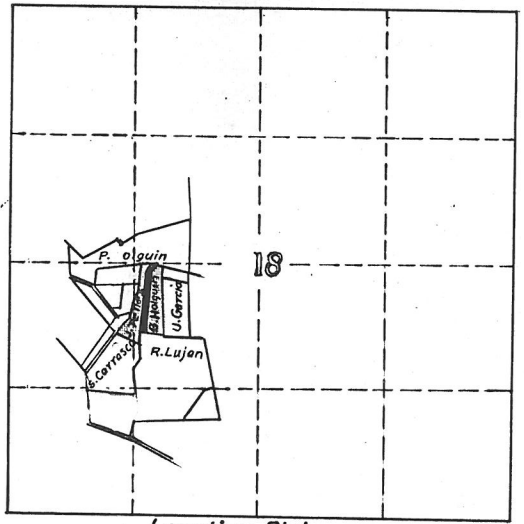
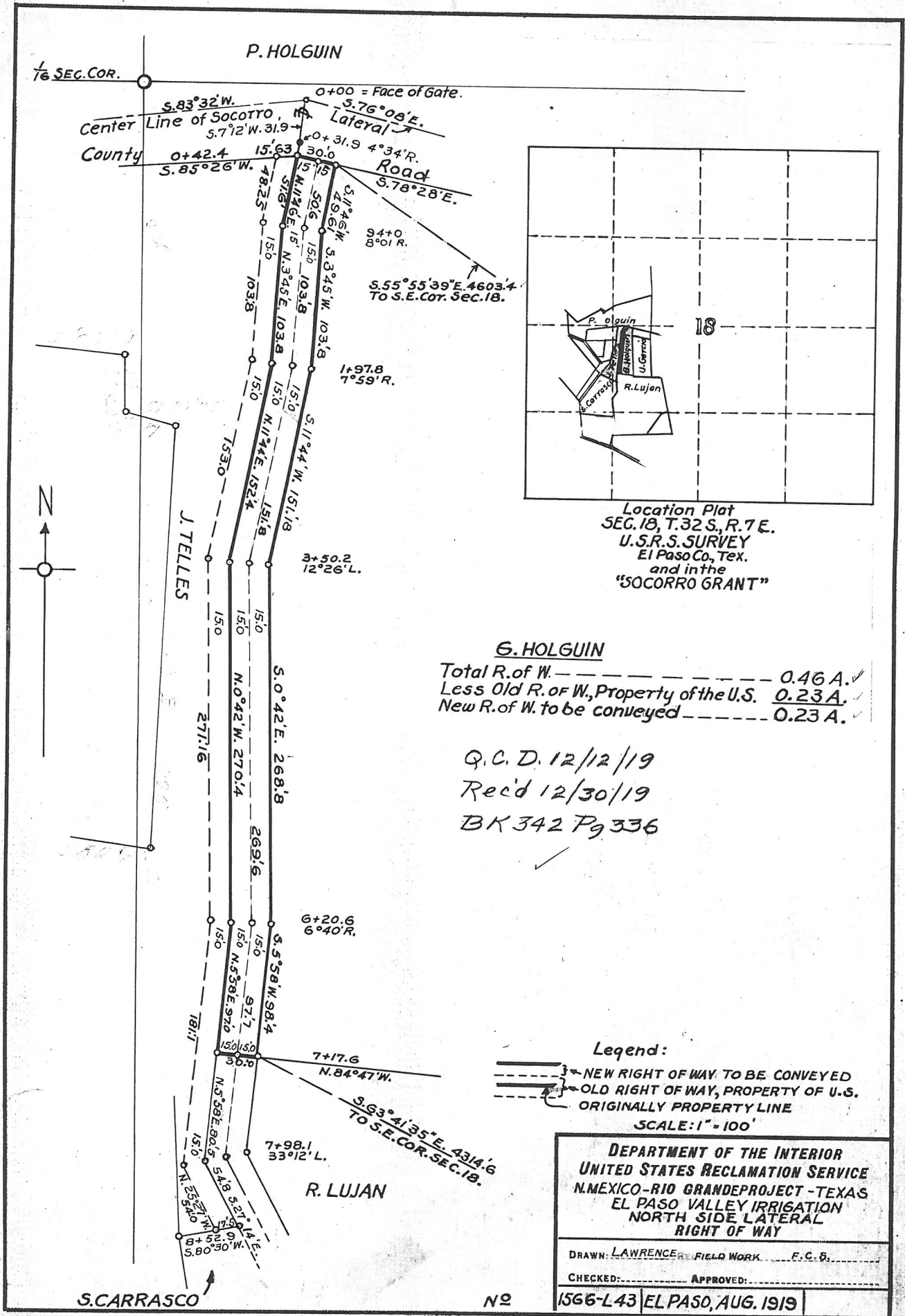
THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

I W. D. Greet Clerk of the County
Court of said County, do hereby certify that the above instrument of writing, dated on the 12th

day of Decr., A. D. 1919 with its certificate of authentication, was filed for record in my office this 23rd day of Decr., A. D. 1919 at 11:25 o'clock A.M.

and duly recorded the 30th day of Decr., A. D. 1919 at 1:44 o'clock P.M.



Location Plot
 SEC. 18, T. 32 S., R. 7 E.
 U. S. R. S. SURVEY
 El Paso Co., Tex.
 and in the
 "SOCORRO GRANT"

G. HOLGUIN
 Total R. of W. ----- 0.46 A. ✓
 Less Old R. of W., Property of the U.S. 0.23 A. ✓
 New R. of W. to be conveyed ----- 0.23 A. ✓

Q. C. D. 12/12/19
 Rec'd 12/30/19
 BK 342 Pg 336

Legend:
 ——— NEW RIGHT OF WAY TO BE CONVEYED
 - - - - OLD RIGHT OF WAY, PROPERTY OF U.S.
 ——— ORIGINALLY PROPERTY LINE
 SCALE: 1" = 100'

DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 N. MEXICO - RIO GRANDE PROJECT - TEXAS
 EL PASO VALLEY IRRIGATION
 NORTH SIDE LATERAL
 RIGHT OF WAY

DRAWN: LAWRENCE FIELD WORK F. C. S.
 CHECKED: APPROVED:

1566-L43 EL PASO, AUG. 1919

14-14-27

Assistant to the Director
Project Manager, El Paso, Tex.

Acquisition of lands- Donation deed from G. Holguin dated Dec. 12, 1919, for North Side Lateral- Rio Grande Project.

MAY - 6 1920

1. Your letter of April 22, above subject, replying to office letter of April 16, is acknowledged.

2. Your explanation and the reasons given for including the old ditch right of way in the description in addition to describing the new right of way acquired, in order to confirm the title to the old right of way which only rested upon a doubtful prescriptive title, is satisfactory to this office. Therefore, the remarks in office letter of April 16 may be disregarded, and in such cases as this in the future this method of securing confirmation of right of way by prescription may be used whenever deemed appropriate.

Copy to D. C., El Paso.
" " C. E.

Morris Bien

El Paso, Texas, April 22, 1920.

Project Manager

Director, Washington, D. C.

Acquisition of Lands - Donation deed from G. Holguin dated December 12, 1919, for North Side Lateral - Rio Grande Project.

1. Office letter of April 16, on above subject has been duly received, and it appears proper that an explanation be made regarding the character of description which was incorporated in the deed mentioned.

2. As shown by the papers transmitted, the right of way required was in connection with the enlargement of an old ditch or desagua which was taken over by the United States to be merged with the project. In this case, all of the enlargement was made upon one side of the old ditch, which is somewhat unusual. Ordinarily when enlargements are made the extension is made upon both sides of the ditch in order to straighten the same and make the banks as regular as possible, and the new land required is usually very irregular and often fantastic in shape. The right of way for the old ditch, in the present case, rested solely upon prescription, there being no deeds or other instruments of writing, conveying the right of way when the ditch was originally constructed, which is the usual condition. It is the history of these ditches that they are often constructed to carry a small amount of water and are enlarged from year to year as necessity requires, or by cleaning, the dirt being taken from the ditch and deposited upon the banks, which are thereby extended from time to time. This being the case it is impossible to tell absolutely, the extent of the right of way which is acquired by prescription, for while it may be known when the ditch was originally constructed it cannot be ascertained with certainty when the various extensions and enlargements are made. Because of this fact we cannot always be sure that prescriptive title has been acquired for the entire right of way occupied by the ditch and its banks at the time taken over by the Government.

3. Under the law, where a ditch constitutes the boundary line, each abutting owner holds title to the center

of the ditch, unless this rule is modified by deeds or special conditions not necessary to discuss here.

4. Because of the difficulty of knowing definitely the exact right of way which the ditch enjoys, and for the further reason that it is very difficult to define the right of way upon the ground because of the ditches often being extremely crooked and having irregular banks of varying widths, it has been the practice, where enlargements are made and additional right of way is required, to describe the right of way from the center of the old canal to the marginal limits of the new right of way acquired. While this includes some of the old right of way, in connection with which an easement is already enjoyed, the conveyance to the United States by deed in which such description is incorporated, operates as a conveyance of the new right of way and a confirmation or ratification of the old right of way which is often indefinite and regarding which there is always more or less uncertainty. Of course, where payment is made, it is based only upon the new right of way acquired, and by the method described we are enabled to define upon the ground and to place definitely of record the precise right of way to which the Government is entitled.

5. In the present case it so happened that the old right of way and the new land required are equivalent in extent, and this ditch being comparatively straight, with banks of fairly uniform widths, it would have been possible to write a description of the kind mentioned in letter of April 16, following the plat which accompanied the deed. However, to do this with absolute accuracy it would have been necessary to meander the outside toe of the slope and to assume that this condition had obtained for ten years, the prescriptive period under which title by limitation is acquired without color of title. This appears to be attempting too much refinement unless absolutely necessary. Moreover, when the canal is enlarged, as is now contemplated, of course the center line of the new canal will be different from that of the old ditch and this renders somewhat uncertain the right of way to which the Government is entitled on the other side, or rather this condition is likely to arise in a few years, or even sooner. I believe it preferable to have this matter fixed definitely of record when new land is required so as to eliminate any controversy in the future, and this has been heretofore attempted in the manner stated.

6. I have endeavored to outline somewhat at length the difficulties in preparing descriptions of the kind

Assistant to the Director

Project Manager, El Paso.

APR 16 1920

Acquisition of Lands - Donation deed from G. Holguin
dated Dec. 12, 1919 for North Side Lateral -
Rio Grande project.

1. The above mentioned deed is approved in the form transmitted with your form letter of Mar. 19, 1920. However, it is desired to direct your attention to the description in the deed wherein it describes the combination area of 0.46 acres of right of way, the $W\frac{1}{2}$ of which being already the property of the United States and the $E\frac{1}{2}$ being conveyed by this deed. It would seem that it would have been as easy to describe the 0.23 acres acquired by a separate description and where this is possible it is desired that in the future such tracts should be so described.

Copy to DC, El Paso
CE, Denver

Morris Bice

El Paso, Tex. March 23, 1920.

Project Manager

Director and Chief Engineer (through Chief of Construction)

Quitclaim deed and contract for improvements with
G. Holguin dated Dec. 12, 1919. Rio Grande Project -
New Mexico - Texas.

1. Above described deed and contract carrying payment for improvements amounting to \$23.00 are transmitted herewith for acceptance of deed and approval of contract.

2. This transaction was entered into before letter of January 26, 1920 from Chief of Construction to Director and answer thereto by Director dated Jan. 26, 1920 in regard to contract dated Aug. 14, 1919 with Victoriana B. Carabajal were written, which letters apparently disapprove the procedure of settling with landowners by means of deed and contract in payments of improvements. Delay in forwarding inclosed papers has been caused by the long time taken to get deed from the County Clerk's office after recordation. In view of the fact that landowner is relying upon this method of closing the transaction and securing to him payment of the purchase money and also in view of the small amount to be paid, I trust that the contract will be approved and that it will not be necessary to initiate another form of settlement.

3. In this connection see my letter of March 23, 1920 requesting approval of contract with Patricio Tirres dated Nov. 29, 1919 and making reference to letter of March 6, 1920 from District Counsel Dent to Director in regard to settlement with landowners by means of quitclaim deed and contract for improvements.

- - -

CC- D. C. El Paso

L. M. Lawson

Enc.

Deed and contract with related papers as noted on form letter of transmittal.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Tex.
(Place)

MAR 19 1920
(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for ~~contract~~ acceptance
donation deed dated December 12, 1919.
~~xxxx~~ Running from G. Holguin to the United States.

Estimated amount involved, \$ 0 Authority No.
Accompanied by bond and 2 copies or Clearing Acct.
(Insert "Yes" or "No" bond) No bond

Purpose:
Donation of 0.23 acres of land for north side lateral
(not homestead property)

Advise Project Manager at El Paso, Tex.
(Post office and State)
District Counsel at El Paso, Tex. ~~✓~~
(Post office and State)
and Chief of Construction, Denver, Colorado
execution
of the approval of the above, using extra copy hereof.
Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on
reverse hereof have been FULLY complied with. See also, par. 16,
Page 206, Vol. 1 of Manual.

L. M. Lawson
(Signature)

Denver, Colo.
The above described contract and bond, if any, approved
by _____ on
Chief of Construction.

Acting Chief of Construction to Director: Denver, Colo. March 26, 1920.
It is recommended that the above described ~~contract~~ deed
~~approved and bond if any approved~~ be accepted and filed.
Inclosures:

- Orig. & 3 copies of form letter
- " recorded deed dated Dec. 12, 1919.
- " certificate covering possession, liens, etc.,
- 1 Blueprint, 1566 L43, August 1919.

HONOLULU: _____
(Signature) J. WALKER

~~executed~~ Washington, D. C. APR 16 1920
Contract approved and bond, if any, approved by MORRIS BIEN
Deed accepted & filed Assistant to the Director
on APR 16 1920
APR 5 '20 10390

Form 7-523t
Revised June 1919

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

This form is to be forwarded to Washington office by the Chief of Construction
with this form and a copy of contract and
bond, if any, to the District Office, to Washington for record and a copy of such
Project Manager to Chief of Construction thru District Counsel.

Rio Grande Project, El Paso, Tex. MAR 19 1920

Subject: Forwarding for approval contract dated Dec. 12, 1919.

With **0.25 acre** of land donated by **W. H. Holman**
Estimated amount involved, \$ **25.00** Authority No. **504**

Accompanied by bond and 2 copies or Clearing Acct.
Purpose: **Settlement for improvements on 0.25 acre land donated by**

dated Dec. 12, 1919. *W. H. Holman*

INSTRUCTIONS

Advise Project Manager at **El Paso, Tex.**
District Counsel at **El Paso, Tex.**
and **Chief of Construction, Denver, Colorado,**
execution
of the approval of the above, using extra copy hereof.
Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 205, Vol. 1 of Manual. **L. M. Lawson** (Signature)

Denver, Colo.
The above described contract and bond, if any, approved
by _____ on
Chief of Construction.

Denver, Colo. **March 26, 1920.**
Acting Chief of Construction to Director:
It is recommended that the above described ~~contract~~ ~~contract~~ ~~be approved.~~
~~approved and bond if any approved.~~
Inclosures:

- Orig. & 3 copies of form letter,
- " letter dated **Mar. 22, 1920**, from P.M. to Director,
- " **2** copies of contract, **Alamo, etc.,**
- " **certificate of necessity,** **1919.**
- 1** Blueprint **1566 L43, Aug. 1919.**

W. F. WALTER
(Signature)

executed _____
Washington, D. C. **APR 19 1920**
Contract approved and bond, if any, approved by

on **APR 19 1920.** **MORRIS BIEN**
Assistant to the Director

copies of contract
copies of form letter of approval
Inclosures: **APR 20 1920 10388**

CFH:MBF

El Paso, Tex.
Dec. 18, 1919.

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

Dear Sir:

Transmitted herewith for official
record donation deed running from G. Holguin
to the United States dated Dec. 12, 1919.

Yours very truly,

C. F. Harvey

Asst. District Counsel.

CERTIFICATE.

I HEREBY CERTIFY, That the rights and property described in the agreement dated December 12, 1919 with G. Holguin are required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388) namely as right of way for the North Side Lateral, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$23.00 is reasonable and the lowest that could be obtained, (the said consideration being for .23 acre in alfalfa at \$100.00 per acre, this payment being for improvements and waiver of any and all claims by landowner, and not for the land itself, as the land has been donated to the United States as set forth in the above described agreement); and I recommend that the contract be approved.

L. M. Lawson.

Project Manager.

El Paso, Tex.

Dec. 12, 1919.

CERTIFICATE.

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

A tract of land in the northeast quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township thirty-two (32) South, Range Seven (7) East, United States Reclamation Service Survey, being also in the "Socorro" Grant in El Paso County, Texas, more particularly described in quitclaim deed dated December 12, 1919, running from G. Holguin to the United States of America:

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

C. F. Hawley

~~Asst. District Counsel~~

Clerk

El Paso, Texas.

Dec. 12, 1919.

Project Manager

Form 7-523 a.
Form approved July 10, 1909, by the
Acting Secretary of the Interior.
(Reprinted June, 1915.)

FIELD CONTRACT.

6-4582

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

This Agreement, Made this 12th day of December
nineteen hundred and nineteen, in pursuance of the act of June 17,
1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE
UNITED STATES OF AMERICA, by
I. M. Lawson, Project Manager
United States
Reclamation Service, thereunto duly authorized, and subject to the approval of the proper super-
visory officer, and G. Holguin

hereinafter styled Contractor, his heirs, executors, administrators, successors, and assigns;

Witnesseth, The parties covenant and agree that:

XXXXXXXXXXXXXXXXXXXXX
ARTICLE I. The Contractor will

2. WHEREAS, Under even date herewith a quit-claim 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 situated approximately 4 miles southeast of the town of Ysleta, Texas in the northeast quarter of the southwest quarter of Section 18, Township 32 South, Range 7 East, United States Reclamation Service Survey, being also in the Socorro Grant, El Paso County, Texas, containing forty-six hundredths (0.46) acre, twenty-three hundredths (0.23) acre of which is occupied by the old Socorro Desague and is the property of the United States and the remainder of twenty-three hundredths (0.23) acre being the land which is therein conveyed.

3. WHEREAS, the United States desires immediate possession of the land herein described for use in the construction of the North Side Lateral; and,

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

5. NOW, THEREFORE, in consideration of the sum of
Twenty-three 00/100 (\$23.00) 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

S. W. H.
Correct as to Engineering Data

operations of the United States Reclamation Service on said tract of land as described in the quitclaim deed herein referred to.

6. 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 North Side Lateral 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.

7. The Contractor expressly warrant 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 contractor 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.

UNITED STATES RECLAMATION SERVICE
DEPARTMENT OF THE INTERIOR

ARTICLE 8. No interest in this agreement shall be transferred 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 9. 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 10. It is further stipulated and agreed that in the performance of this contract, no persons shall be employed who are undergoing sentences of imprisonment at hard labor, which have been imposed by courts of the several States or Territories or municipalities having criminal jurisdiction.

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

THE UNITED STATES OF AMERICA,

By L. M. Lawson
Project Manager, U. S. R. S.

G. Holguin
Contractor.

P. O. address Yeleta, Texas

Approved _____, 191

Chief of Construction, U. S. R. S.

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF Texas
COUNTY OF El Paso } 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 G. Holguin; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said G. Holguin 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.

Project Manager, U. S. R. S.

Subscribed and sworn to before me at El Paso, Tex.

[OFFICIAL SEAL.] this 12th day of December, A. D. 1919. My commission

expires June 1, 1921

Notary Public

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

CANAL North Side Lateral COUNTY El Paso Co

1. Mailing address of each party G. Holguin
Yoleta 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):
.23 A. Alfalfa @ 100 -

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):
Acreage _____ : 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. None