

180 AFODACA, JUAN, et. ux., Benigna V.  
Higgins, Marshall C.

PURCHASE OF IMPROVEMENTS

166

PLAYA LATERAL

002310076-0006-080

SEP 1922

9-(6) Texas

X

91110

(FST042269)

UNITED STATES  
DEPARTMENT OF THE INTERIOR

QUITCLAIM DEED

THIS INDENTURE, made pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388; 43 U.S.C. 391, et seq.) and acts amendatory thereof and supplementary thereto, between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior and represented by the officer executing this instrument, and MARSHALL C. HIGGINS and MARY H. HIGGINS, his wife, Grantee.

WITNESSETH: The United States of America, for consideration paid, quitclaims to Grantee the following described real estate:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, adjoining Tract No. 1, Block 40, Ysleta Grant, of the approved surveys of the said County of El Paso, and more particularly described by metes and bounds as follows, to wit:

BEGINNING at the southwest corner of Tract No. 1, Block 40, Ysleta Grant; thence N85°46'W a distance of 65.4 feet; thence N2°11'W a distance of 1310.5 feet to a point on the southerly right-of-way line of Padilla Drive; thence N82°38'E, along the southerly line of Padilla Drive, a distance of 65.3 feet to a point which is the northwest corner of the beforementioned Tract No. 1; thence S2°11'E, along the westerly line of Tract No. 1, a distance of 1323.7 feet to the point of beginning, containing 1.965 acres, more or less, all as shown on copy of Drawing No. 23-503-7315, attached hereto and made a part hereof.

19 69. WITNESS my hand and seal this 28 day of April.

UNITED STATES OF AMERICA

By Leann Hill  
Regional Director, Region 5  
Bureau of Reclamation

248 1221

A C K N O W L E D G M E N T

STATE OF TEXAS     )  
COUNTY OF POTTER    ) ss

I, Notary P. Sherwood a Notary Public in and for  
said State and County, do hereby certify that Leon W. Rice,  
Regional Director, Region 5, Bureau of Reclamation, personally  
known to me to be the same person and official who executed the above  
and foregoing instrument, appeared before me this day in person and  
acknowledged that, as such official he executed the above instrument  
as his free and voluntary act on behalf of the United States of America,  
pursuant to authority conferred by law, and in the capacity therein  
stated.

Given under my hand and Notary Seal this 28 day of  
April, 1969.

Notary P. Sherwood  
Notary Public

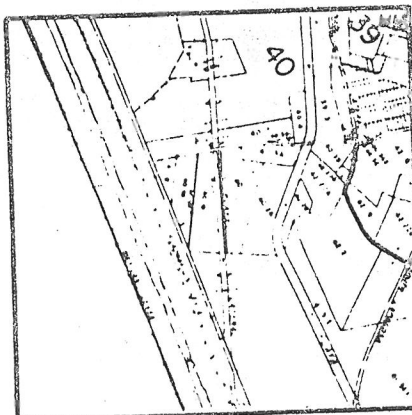
(SEAL)

My Commission Expires:

12-1-69

248 1222

NW Cor. Tr. 1  
Padilla Drive  
N82°38'E 65.3'



LOCATION MAP

BLOCK 40, YSLETA GRANT  
EL PASO COUNTY, TEXAS  
SURVEY APPROVED BY  
COMMISSIONER'S COURT  
FEB. 8, 1932.

1000 0 2000  
Scale of Feet.

N2°11'W 1310.5'  
S2°11'E 1323.7'

65'

N85°46'W 65.4'  
SW Cor. Tr. 1

1.965 Ac.

100 0 300  
Scale of Feet.

GUARANTY TRUST SAFETY UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT NEW MEX. TEX.	
<b>PLAYA DRAIN EXCESS RIGHT-OF-WAY</b>	
DRAWN BY...	SUBMITTED <i>E. P. [Signature]</i>
TRACED...	RECOMMENDED <i>[Signature]</i>
CHECKED <i>[Signature]</i>	APPROVED <i>James W. [Signature]</i>
EL PASO, TEX. 3-10-33 125-03-7375	

248 1220



KEY PUNCHED 81110

2C Reed

FILED FOR RECORD  
CLERK'S OFFICE

1969 MAY 5 PM 11 39

CLERK  
EL PASO COUNTY, TEXAS

*Lucia Q. Darnell*

U.S.A.

To

Marshall C. Higgins  
etx Mary H.

STATE OF TEXAS  
I hereby certify that this instrument was filed on this  
date and time stamped hereon by me and my duty re-  
corded in the volume and page of the named record  
of El Paso County, Texas, as stamped hereon by me.

MAY 5 1969



*J. W. Fielder*  
COUNTY CLERK, EL PASO COUNTY, TEXAS

Marshall C. Higgins  
PO Box 17301

El Paso,

79917

248 1224

(FST042269)

Ref. 248 P 1221

UNITED STATES  
DEPARTMENT OF THE INTERIOR

QUITCLAIM DEED

THIS INDENTURE, made pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388; 43 U.S.C. 391, et seq.) and acts amendatory thereof and supplementary thereto, between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior and represented by the officer executing this instrument, and MARSHALL C. HIGGINS and MARY H. HIGGINS, his wife, Grantee.

WITNESSETH: The United States of America, for consideration paid, quitclaims to Grantee the following described real estate:

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BEGINNING at the southwest corner of Tract No. 1, Block 40, Ysleta Grant; thence N85°46'W a distance of 65.4 feet; thence N2°11'W a distance of 1310.5 feet to a point on the southerly right-of-way line of Padilla Drive; thence N82°38'E, along the southerly line of Padilla Drive, a distance of 65.3 feet to a point which is the northwest corner of the beforementioned Tract No. 1; thence S2°11'E, along the westerly line of Tract No. 1, a distance of 1323.7 feet to the point of beginning, containing 1.965 acres, more or less, all as shown on copy of Drawing No. 23-503-7375, attached hereto and made a part hereof.

19 69. WITNESS my hand and seal this 28 day of April

UNITED STATES OF AMERICA

By /sgd/ Leon W. Hill  
Regional Director, Region 5  
Bureau of Reclamation

248 1221

A C K N O W L E D G M E N T

STATE OF TEXAS     )  
                              )  
COUNTY OF POTTER    )     ss

I, Patsy R. Sherwood, a Notary Public in and for  
said State and County, do hereby certify that Leon W. Hill  
Regional Director, Region 5, Bureau of Reclamation, personally  
known to me to be the same person and official who executed the above  
and foregoing instrument, appeared before me this day in person and  
acknowledged that, as such official he executed the above instrument  
as his free and voluntary act on behalf of the United States of America,  
pursuant to authority conferred by law, and in the capacity therein  
stated.

Given under my hand and Notary Seal this 28 day of  
April, 19 69.

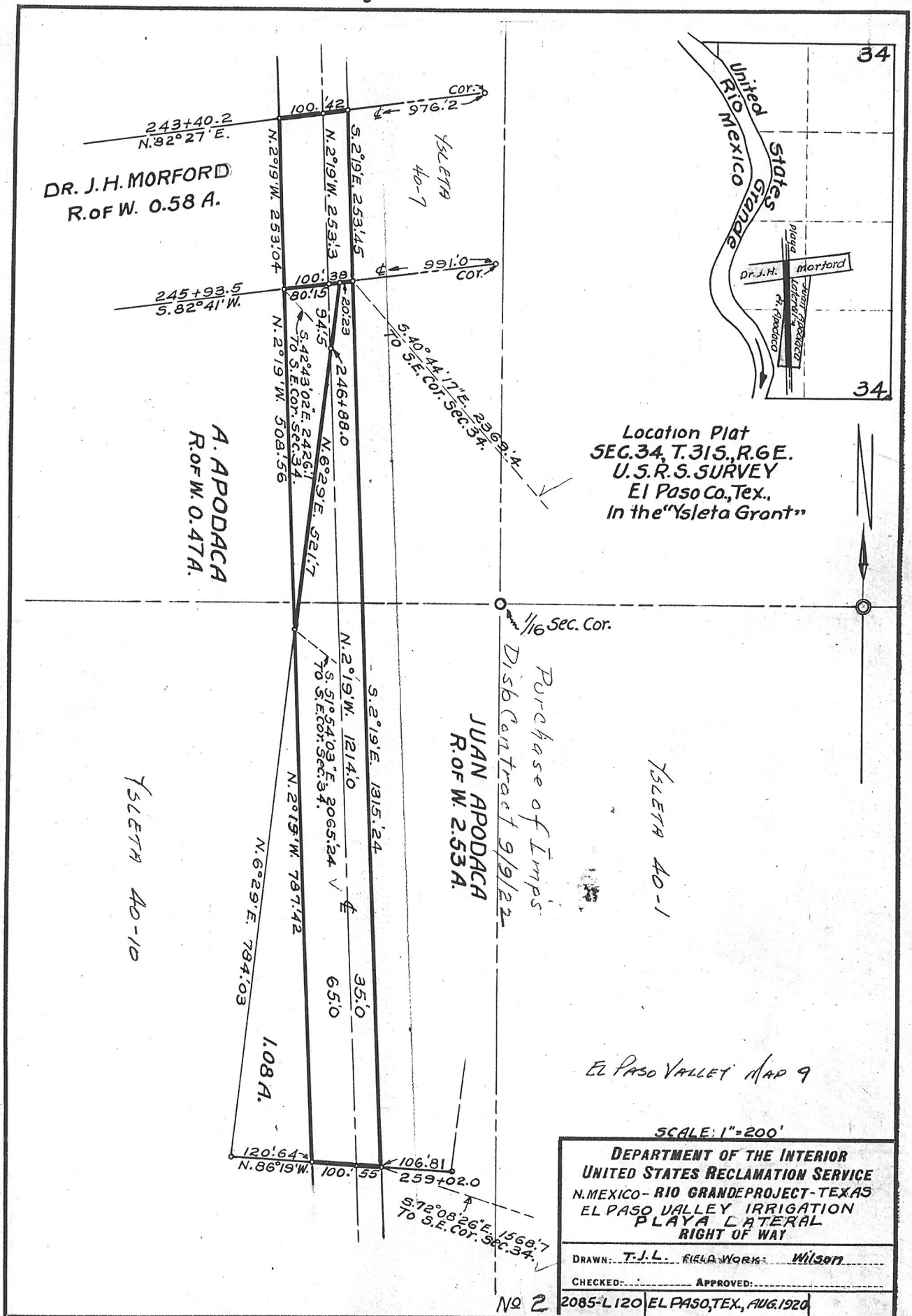
(Sgd) Patsy R. Sherwood

Notary Public

(SEAL)

My Commission Expires:

6-1-69





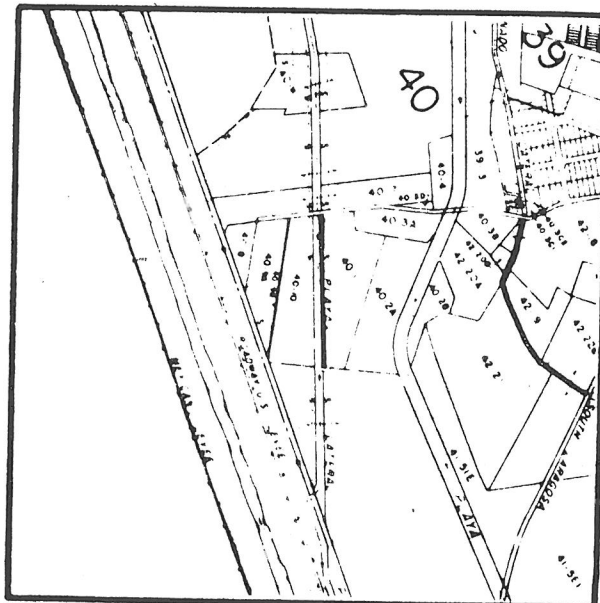
NW Cor. Tr. 1  
Padilla  
N82°38'E  
Drive  
65.3'



N 20°11' W 1310.5'  
S 20°11' E 1323.7'

65'

N85°46'W  
65.4'  
SW Cor. Tr. 1



LOCATION MAP

BLOCK 40, YSLETA GRANT  
EL PASO COUNTY, TEXAS  
SURVEY APPROVED BY  
COMMISSIONER'S COURT  
FEB. 8, 1932.

1000 0 2000  
Scale of Feet.

1.965 Ac.

100 0 300  
Scale of Feet.



ALWAYS THINK SAFETY

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE PROJECT NEW MEX., TEX.

PLAYA DRAIN  
EXCESS RIGHT-OF-WAY

DRAWN E.R.V. ... SUBMITTED *L. S. [Signature]*  
TRACED ... RECOMMENDED *L. S. [Signature]*  
CHECKED *[Signature]* ... APPROVED *JAMES W. Kirby*

EL PASO, TEX. 3-26-69 23-503-7375

CERTIFICATE AS TO TITLE

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

A tract of land containing 2.53 acres, more or less, in the West half of the Southeast quarter of Section 34, Township 31 South, Range 6 East, United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with Juan Apodaca and Benigna V. Apodaca, his wife, dated September 9, 1922:

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors, who are the reputed owners, are the actual owners, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land, except the lien incident to unpaid taxes for the year 1921, and it is believed that the remaining land is of more than sufficient value to meet the 1921 taxes, in the event that the land is sold for taxes, without involving the interests of the United States.

J. H. Hamilton  
Clerk

El Paso, Texas, September 12, 1922.

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated September 9, 1922, with Juan Apodaca and Benigna V. Apodaca, his wife, is required for purposes authorized by the Act of June 17, 1902, (32 Stat), namely as right of way for the Playa Lateral, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$253.00, 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, September 11, 1922.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, hereby certify that I have personally examined the land sought to be acquired by the United States from Juan Apodaca and Benigna V. Apodaca, his wife, in the West half of the Southeast quarter of Section thirty-four (34), Township thirty-one (31) South, Range six (6) East, United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande Project, and that the said proposed Vendors were in actual, sole and exclusive possession of the land, 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.

Geo. W. Hoadley

---

Assistant Engineer

El Paso, Texas, September 11, 1922.



M. Hamilton

paid - Vo. 349- 9/25/22  
L. S. Kennicott Sta.  
Fy 1923

FOR VOUCHER

Contract with

Juan Apodaca & wife

Dated

Sept 9, 1922

Mailing address:

Apodaca, Texas

Canal:

Playa Lateral

Land in, etc.

Improvements on land in, etc.,

\$253<sup>00</sup>

Less-

Cost of abstract of title

\$

Cost of extension of abstract

\$

Cost of title guaranty

\$

Recording of

\$

Taxes:

\$

Total deductions

\$

Net amount to be paid . . . . .

\$253<sup>00</sup>

Note, - All of attached papers to be forwarded with voucher when  
voucher is transmitted for filing after payment.

All of attached papers to be returned for filing in  
office of District Counsel, El Paso.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project, El Paso, Texas, September 11, 1922.

Project Manager to District Counsel

Subject: Forwarding for approval as to form, execution, and legal sufficiency of the agency contract dated September 9, 1922.

With Juan Apodaca and Benigna V. Apodaca, his wife

Estimated amount involved, \$ 253.00 Authority No. 561-a

Accompanied by bond and No bond or Clearing Acct. of this form.

Purpose: Purchase of improvements on 2.53 acres of land granted for

canal purposes by stock-subscription contract with water

users' association. Land required for Playa Lateral.

2.53 acres of garden truck at \$100.00 per acre, \$253.00.

INSTRUCTIONS

Advise Project Manager at El Paso, Texas (Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

Original and 4 copies of contract
" " 2 copies certificate of recommendation
" " 2 " possessory certificate
" " 3 " f. l. t.
" " 2 " certificate as to title
3 blueprints

*P. W. Dent*  
(Signature) Project Manager

El Paso, Texas  
(Place)

SEP 12 1922  
(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by

on SEP 12 1922

P. W. Dent  
District Counsel,

Inclosures as follows returned to Project Manager:

(Same as above)

NOT INDEXED - NOT RECORDED

Form 7-523  
Form approved by the Secretary of the Interior  
September 13, 1915  
(Reprint July, 1919)  
(Reprint Nov., 1919)

CONTRACT  
(Disbursement)  
9-24-80  
C-6024

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT New Mexico-Texas

THIS AGREEMENT, made September 9, nineteen hundred  
and twenty-two, in pursuance of the act of June 17, 1902 (32 Stat., 388), and  
acts amendatory thereof ~~and~~ <sup>or</sup> supplementary thereto, between THE UNITED STATES OF AMERICA  
hereinafter styled the United States, by L. M. Lawson, Project Manager,

United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper  
~~supervisory officers of the United States Reclamation Service~~ and Juan Apodaca and  
Benigna V. Apodaca, his wife,

hereinafter styled ~~Contractor~~ <sup>Vendor</sup>, their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~The Contractor with~~

2. For and in consideration of the payments to be made by the United States, as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer, and set over to the United States free and clear of any lien or encumbrance, all buildings, fences, ditches, seedings, growing crops, trees, and shrubbery, and any and all other improvements, of whatsoever kind or nature, upon, attached to, or growing upon that certain piece or parcel of land situated in the County of El Paso, State of Texas, particularly described as follows, to wit:

A tract of land approximately one (1) mile West of the Town of Ysleta, Texas, in the West half of the Southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section thirty-four (34), Township thirty-one (31) South, Range six (6) East, United States Reclamation Service survey, and being also in the Ysleta Grant, and described as follows: Beginning at a point on the property line between land of the Vendor and J. E. Harford, and from which point the Southeast corner of said Section thirty-four (34) bears South forty (40) degrees forty-four (44) minutes seventeen (17) seconds East two thousand three hundred sixty-nine and four-tenths (2369.4) feet; thence South two (02) degrees nineteen (19) minutes East one thousand three hundred fifteen and twenty-four hundredths (1315.24) feet to a point from which the Southeast corner of said Section thirty-four (34) bears South seventy-two (72) degrees eight (08) minutes twenty-six (26) seconds

Approved as to form  
District Counsel.

Correct as to Engineering Data



East one thousand five hundred sixty-eight and seven-tenths (1568.7) feet; thence North eighty-six (86) degrees nineteen (19) minutes West one hundred and fifty-five hundredths (100.55) feet; thence North two (02) degrees nineteen (19) minutes West seven hundred eighty-seven and forty-two hundredths (787.42) feet; thence North six (06) degrees twenty-nine (29) minutes East five hundred twenty-one and seven-tenths (521.7) feet; thence North eighty-two (82) degrees forty-one (41) minutes East twenty and twenty-three hundredths (20.23) feet to the point of beginning; said tract of land containing two and fifty-three hundredths (2.53) acres, more or less.

3. The Vendor, on behalf of themselves, their heirs and assigns, release, acquit, and discharge the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation and maintenance thereon of works pertaining to the United States Reclamation Service.

4. In consideration whereof, the United States agrees to pay to the Vendor the sum of Two Hundred Fifty-three 00/100 (\$253.00) Dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across the lands herein referred to in stock-subscription contract with El Paso Valley Water Users' Association.

6. The Vendor will furnish, before payment, satisfactory evidence that they are the owners of said improvements, and the land on which the same are situated, and that the same are free from any lien or encumbrance, and for this purpose will submit any abstract or title papers which they may have in their possession, for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

7. The Vendor, upon request of the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Reclamation Service are necessary to show good title, unincumbered, in the Vendor to the property purchased.



8. Liens or encumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence of any lien or encumbrance over this agreement, nor as an assumption of the same by the United States.

9. The United States agrees to permit the Vendor to retain possession of the strip or parcel of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after the date hereof, unless prior thereto it becomes necessary to occupy said strip of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified they will immediately yield and deliver up the possession of said strip of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

**Vendor**  
10. The ~~contractor~~ **Vendor** expressly warrants that he has employed no third person to solicit or obtain this contract in his 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 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~~ **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.

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.

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

~~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.~~

~~11.~~ 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 State or Territories or municipalities having criminal jurisdiction.

~~12.~~ No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment of 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).

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

THE UNITED STATES OF AMERICA,

By L. H. Lawson

Project Manager, U. S. R. S.

Juan Apodaca

Benigna V. Apodaca

Vendor ~~Contractor~~

\* By \_\_\_\_\_

P. O. Address Ysleta, Texas

† Approved: \_\_\_\_\_

(Date) \_\_\_\_\_, 19\_\_\_\_

\* See pars. 6 and 7, Instructions, over.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.