

50

ROGERS, J. A., et. ux., Mrs. J. A.

QUITCLAIM DEED

WASARATE WASTENAY (0071)

0023-0072-0004-00

5-(4) Texas

750

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

Know all Men by these Presents:

THAT J. A. Rogers and Mrs. J. A. Rogers, his wife,

of the County of El Paso, State Texas for and in consideration of the sum of One (\$1.00) and no/100----- DOLLARS,

to them in hand paid by the United States of America, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388)

~~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 United States of America, its successors

~~and~~ and assigns all their 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:

All that portion of land contained in a strip eighty (80) feet wide, 40 feet on each side of the center line of the Ascarate Wasteway, leading from the Franklin Canal of the El Paso Unit of the Rio Grande, New Mexico-Texas Project, said center line being more particularly described as follows:

Beginning at a point on the center line of the said wasteway from which Station 445-00 of the Franklin Canal bears N.44°-49'-15"E., 482 feet, said point being the intersection of said center line with south boundary line of Ascarate Grant and running thence S.44°-49'-15"W., 107.5 feet to the intersection with the north boundary line of the Right of Way of the El Paso County Road, running between the City of El Paso and the town of Ysleta, containing .197 acres, more or less.

TO HAVE AND TO HOLD all 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 United States of America, its successors

APR 13 '15 30841

~~and~~ and assigns forever.

WITNESS our hands this the 8 day of April, A. D. 1915.

Witnesses at Request of Grantor

J. A. Rogers
Mrs. J. A. Rogers

one

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

Know all Men by these Presents:

THAT J. A. Rogers and Mrs. J. A. Rogers, his wife,

of the County of El Paso, State Texas for and in consideration of the sum of One (\$1.00) and no/100----- DOLLARS,

to them in hand paid by the United States of America, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388)

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

~~They~~ and assigns all their right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, State of Texas, described as follows, to-wit:

All that portion of land contained in a strip eighty (80) feet wide, 40 feet on each side of the center line of the Ascarate Wasteway, leading from the Franklin Canal of the El Paso Unit of the Rio Grande, New Mexico-Texas Project, said center line being more particularly described as follows:

Beginning at a point on the center line of the said wasteway from which Station 445-00 of the Franklin Canal bears N.44°-49'-15"E., 482 feet, said point being the intersection of said center line with south boundary line of Ascarate Grant and running thence S.44°-49'-15"W., 107.5 feet to the intersection with the north boundary line of the Right of Way of the El Paso County Road, running between the City of El Paso and the town of Ysleta, containing .197 acres, more or less.

TO HAVE AND TO HOLD all 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 United States of America, its successors

~~They~~ and assigns forever.

WITNESS our hands this the _____ day of _____ A. D. 195_____

Witnesses at Request of Grantor

COMPARID

70246

INDEXED

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

J. A. Rogers
Wm. J. A. Rogers
to
Widow of
America

Filed for record, this *6th*
day of *May*, 191*5*, at
9:40 o'clock and *40* minutes *A.M.*
E. B. McClinton

Clerk.
By *C. A. ...*
Deputy.

El Paso
by *Emm ...*
M. ...
245/524

THE STATE OF TEXAS,
COUNTY OF EL PASO,

Before me, *W. J. Bord* a Notary public in and for
El Paso County, Texas, on this day personally appeared *J. A. Rogers*

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 *8th* day of *April*, A. D. 191*5*
my commission expires June 1915 *W. J. Bord* Notary public
in and for El Paso County

THE STATE OF TEXAS,
COUNTY OF EL PASO,

Before me, *a notary public* in and for
El Paso County, Texas on this day personally appeared *Mrs J. A. Rogers* wife of
J. A. Rogers

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 by me fully explained to her, she, the said *Mrs J. A. Rogers* 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 *8th* day of *April*, A. D. 191*5*
my commission expires June 1915 *W. J. Bord* a Notary public
in and for El Paso County

THE STATE OF TEXAS,
COUNTY OF EL PASO,

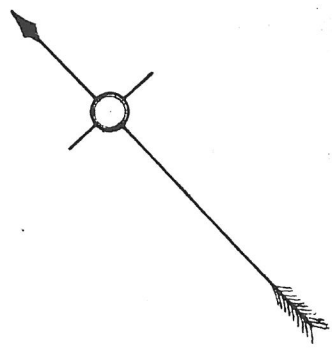
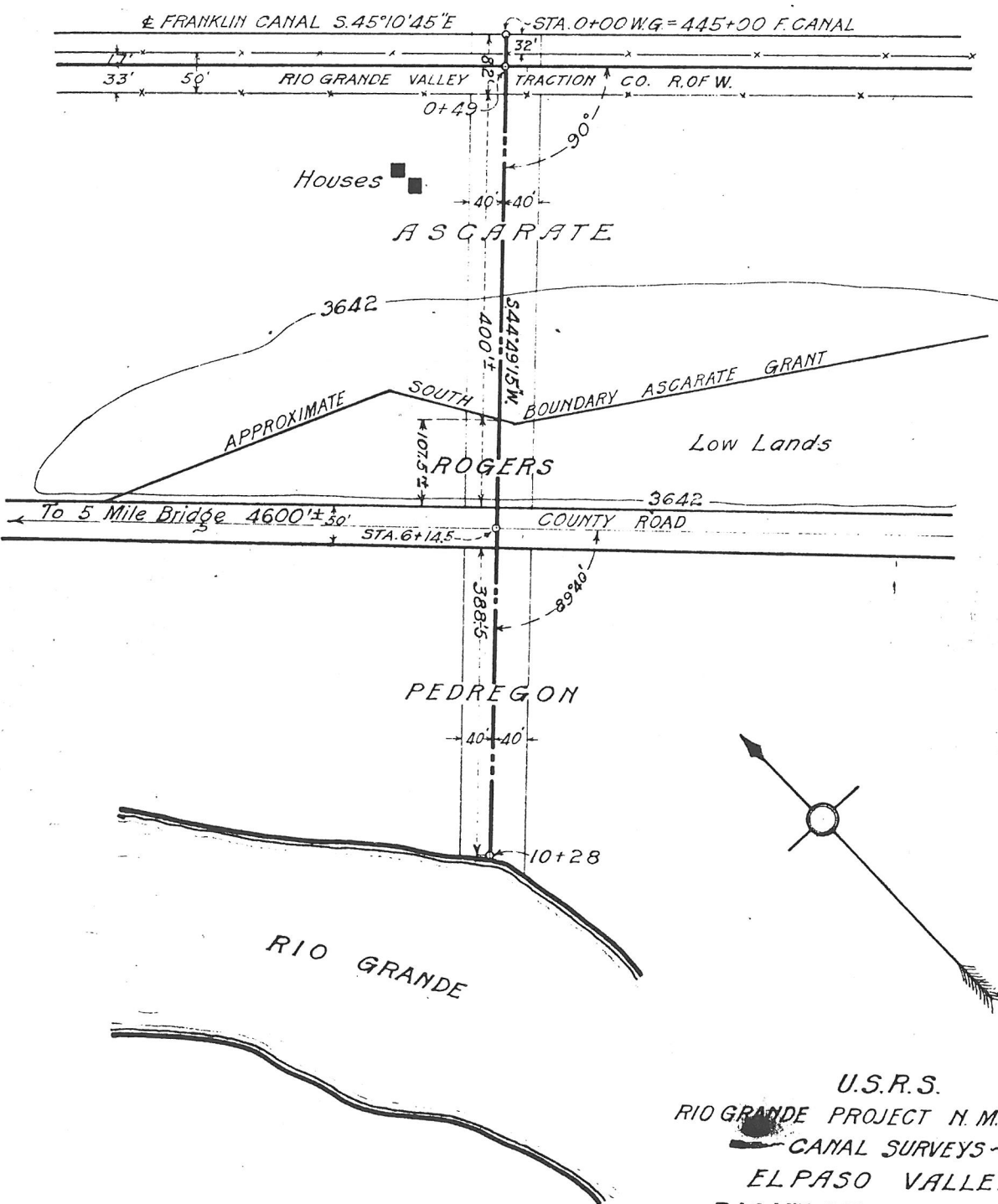
E. B. McClinton Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the *8*
day of *April*, A. D. 191*5* with its certificate of authentication, was filed for record in my
office this *6* day of *May*, A. D. 191*5*, at *9:40* o'clock *A.M.*
and duly recorded the *14* day of *May*, A. D. 191*5*, at *4:55* o'clock *P.M.*
in the *Deed* records of said County, in Volume *245* on Page *524*

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.

E. B. McClinton
Clerk County Court, El Paso County, Texas.
By *Wm. Hall*, Deputy.

GALVESTON HARRISBURG & SAN ANTONIO R.R. Alfalfa Sta.



U.S.R.S.
 RIO GRANDE PROJECT N.M.-TEXAS
 CANAL SURVEYS
 ELPASO VALLEY
 RIGHT OF WAY MAP
 ASCARATE WASTE WAY
 SCALE 1"=200' NOV. 1914

Original

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

THIS AGREEMENT, made Dec 21st
(See Par. 1 of Instructions, page 4 of this blank.)
 nineteen hundred and fourteen, between J. T. Rogers
 and Mrs J. T. Rogers his wife, of El Paso
 county of El Paso State Texas, of Texas
 and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and

THE UNITED STATES OF AMERICA and its assigns, by L. M. Lawson
 of the United States Reclamation Service, thereunto duly authorized by the Secretary of the
 Interior, pursuant to the act of June 17, 1902 (32 Stat., 388), hereinafter styled the United States,
 WITNESSETH,

1. The vendor, in consideration of the benefits to be hereafter derived from the construction
 of irrigation works through, upon, or in vicinity of the lands hereinafter described, and of the
 payment by the United States of the sum of one dollar, the receipt of which is hereby acknowl-
 edged, does hereby agree that the authorized agents of the United States may enter upon and
 survey for, locate, grade, and construct canals, ditches, and other irrigation works, telephone
 and electric transmission lines, upon and across the land of the vendor, described as follows, to

wit: All lands covered by description on Sheet Number
Five (5), hereto attached and hereby made a part of this
agreement together with all improvements thereon.

~~and may take and use for such purposes a strip of said land xxxxxxxxxxxxxxxxx wide on~~
~~each side of the center line of said canal or other line in the direction now approved and staked~~
~~out or may hereafter be surveyed and staked out and found most practicable over said land~~

2. And the vendor further agrees that at any time during the continuance of this agreement,
 after it is determined that the strip of land above described will be needed for irrigation works
 to be constructed by the United States as aforesaid, he will, upon request of the United States,
 convey to it all his right, title, and interest in and to the same, and all right, title, interest,
 tenements, and hereditaments appurtenant thereto, or appertaining and belonging to and used
 therewith, for the uses and purposes aforesaid, by good and sufficient deed, releasing the United
 States from all claims for damages by reason of entry upon the land first above described, and
 by reason of the survey, construction, or operation of said works.

3. This agreement shall become effective to bind the United States only upon its approval
 by the Director of the Reclamation Service, whose approval or disapproval will be signified

SHEET NO. 5.

All that portion of land contained in a strip 80 feet wide, 40 feet on each side of the center line of the Ascarate Wasteway, leading from the Franklin Canal of the El Paso Unit of the Rio Grande, New Mexico-Texas Project, said center line being more particularly described as follows:

Beginning at a point on the center line of the said wasteway from which Station 445-00 of the Franklin Canal bears N. $44^{\circ}-49'-15''$ E., 482 feet, ^{said} ~~said~~ point being the intersection of said center line with south boundary line of Ascarate Grant and running thence S. $44^{\circ}-49'-15''$ W., 1075 feet to the intersection with the north boundary line of the Right of Way of the El Paso County Road, running between the City of El Paso and the town of Ysleta - containing .197 acres more or less all located in the County of El Paso, State of Texas.

We, the parties hereto, hereby certify that this sheet was inserted with our assent prior to the execution of this agreement.

J. A. Rogers
Mrs. J. A. Rogers
J. M. Lawson

within 6 months from the date hereof, and shall terminate by limitation at the expiration of one year from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

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).

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

Witnesses:

Carl P. Peterson J. A. Rogers
of El Paso Tex

Mrs J. A. Rogers
Vendor.

THE UNITED STATES OF AMERICA:

By L. M. Lawson,
Project Manager
(Official title.)

Approved this 9th day of February, 1915

Will B. King
Acting Comptroller, U.S. Land Service. ms

STATE OF Texas
COUNTY OF El Paso } ss:

I, S. L. Kovic, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that

J. A. Rogers and Mrs J. A. Rogers

who are personally known to me to be the person whose name 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 Mrs J. A. Rogers 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 21st day of Dec, 1914

[SEAL.]

[Signature]
Notary Public, El Paso Co. Texas
My commission expires May 31, 1919

AFFIDAVIT OF DISINTERESTEDNESS.

CERTIFICATE OF RECORD.

Page 1

STATE OF TEXAS, }
COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed in my office, on the 21 day of April A. D., 1915, at 10:30 A. M., and duly recorded the 7 day of May A. D., 1915, at 1:25 clock P. M., in the Deed,

Records of said County, in Volume 273 on page 150
Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

E. B. McCLINTOCK,
Clerk of the County Court, El Paso County, Texas
By L. C. Bowles Deputy.

NOTE.—It will be unnecessary to have this affidavit executed on more than one copy of the contract.

COMPILED 6980 INDEXED

1915

1917

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

FILED FOR RECORD

at 11:30 o'clock A.M.

E. B. McCLINTOCK

County Clerk

By *[Signature]* County Clerk

County of *[Signature]* ss:

I hereby certify that this instrument was

filed for record in my office at

o'clock P. M., *[Signature]* 1915

and is duly recorded in Book

Page No. _____

By *[Signature]*

Fees, \$ _____

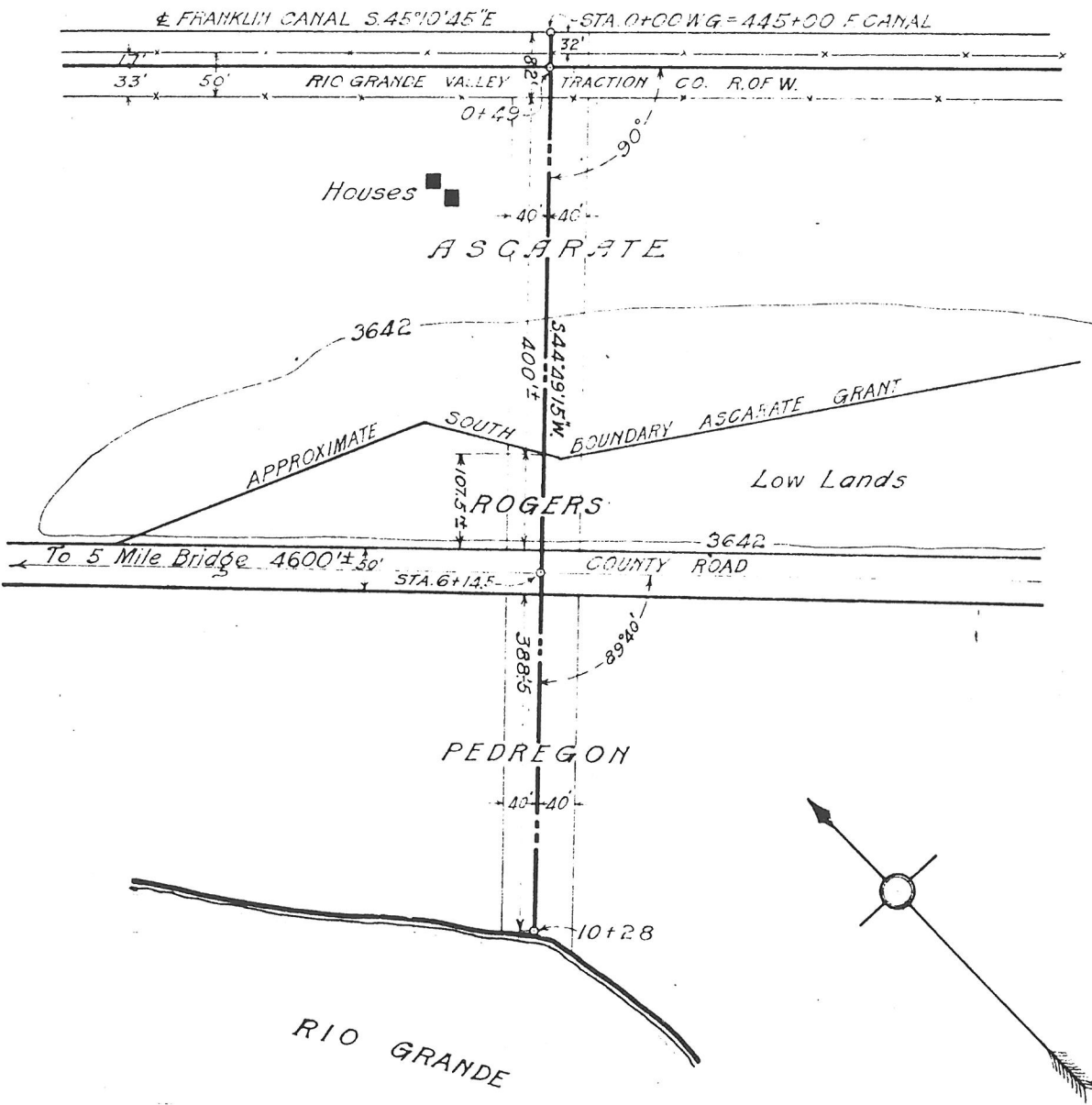
[Handwritten notes and signatures]
2/21/15
1/2/15

Mr. Patterson 3338 Phone

INSTRUCTIONS.

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

GALVESTON HARRISBURG & SAN ANTONIO R.R. Alfalfa Sta.



U.S.R.S.
 RIO GRANDE PROJECT N. M.-TEXAS
 CANAL SURVEYS
 EL PASO VALLEY
 RIGHT OF WAY MAP
 ASCARATE WASTE WAY
 SCALE 1"=200' NOV. 1914

El Paso, Texas, May 5, 1915.

The County Recorder
of El Paso County,
El Paso, Texas.

Dear Sir:

There is transmitted herewith for recording in the records of El Paso County and return to this office quite claim deed dated April 8, 1915, from J. A. Rogers and wife conveying to the United States a certain strip of land in connection with right of way for the Ascarate Wasteway.

Upon receipt of your bill for fees, voucher covering same will be promptly prepared.

Very truly yours,

P. W. Dent

District Counsel

enc

14a

El Paso, Texas, April 19, 1915.

The County Recorder,
El Paso, Texas.

Dear Sir:

There are transmitted herewith for recording in the records of El Paso County and return to this office agreements with the below mentioned parties covering the transfer to the United States of land for right of way purposes in connection with the Anscarate Wasteway:

J. A. Rogers and wife, December 21, 1914
Catarino Pedregon and wife " 21, "

Upon receipt of your bill for fees, voucher covering same will be promptly prepared and transmitted to you.

Very truly yours,

P. M. Dent

District Counsel.

encs 2

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C. April 17, 1915.

From Director and Chief Engineer
To District Counsel, El Paso, Texas.
Subject: Donation Deed by J. A. Rogers and Wife of land for
Ascarate Wasteway - Rio Grande Project.

1. In reply to your letter of April 9, 1915, you are informed that the enclosed quit claim deed has been accepted and is herewith returned for recording.

2. In reference to your note Mr. Sibbett states,-
The original of the agreement to convey was forwarded to the County Recorder of El Paso County by him when in El Paso. If it has not been returned inquiry should be made regarding the same.

1 enclosure.

A. P. Davis

COUNTY COMMISSIONERS
DIST. 1: J. C. McNARY, CHAIRMAN
DIST. 2: A. F. BARNCASTLE
DIST. 3: J. F. FINDLAY

OFFICE OF
C. O. BENNETT
County Clerk of Dona Ana County

TIME OF MEETINGS
COMMISSIONERS--FIRST MONDAYS IN
JANUARY, APRIL, JULY AND
OCTOBER

14a

LAS CRUCES, NEW MEXICO.

April, 12th, 1915.

Mr. P. W. Dent.

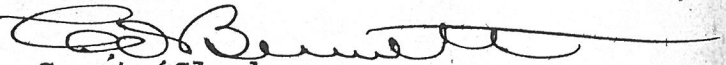
District Counsel. U S.R.S.

El Paso, Texas.

Dear Sir.

As per your letter of the 10th inst, I am herewith returning the agreements of J.A. Rodgers and Catarino Pedregon, the same not having been recorded in this office as per your request, I had entered these agreements for recording but have withdrawn same on the record.

Yours very truly.


County Clerk.

14a

El Paso, Texas, April 10, 1915.

Mr. C. O. Bennett,
County Clerk, Dona Ana County,
Las Cruces, New Mexico.

Dear Sir:

Accompanying office letter of February 19, 1915, there were transmitted to you for recording the following agreements in connection with donations to the United States of certain lands for right of way purposes:

J. A. Rogers and wife, dated December 21, 1914,
Catarino Pedregon and wife, dated December 21, 1914,
San Miguel Community Ditch Co., dated December
30, 1914.

The above mentioned agreements ^{except the latter} were inadvertently forwarded to your office, as it was intended to have them recorded in the State of Texas. There is no record in this office of these agreements having been returned by you and if they are still retained in your office it is requested that they be not recorded by you, but returned to this office.

Very truly yours,

P. W. Dent

District Counsel.

14a

El Paso, Texas, April 9, 1915.

From District Counsel
 To Chief Counsel, Washington, D. C.
 Subject: Donation by J. A. Rogers and wife of land required for
 Escarate Wasteway--Rio Grande Project

1. There is herewith transmitted quit claim deed from J. A. Rogers and wife covering the transfer to the United States of .197 acres of land required for the Escarate Wasteway, Rio Grande Project. It would have been preferable if this deed had been executed under the christian name of Mrs. Rogers, instead of by "Mrs. J. A. Rogers." This, however, is not considered of vital importance.

2. There is also enclosed a certificate from District Counsel D. H. Sibbett and myself covering the possession and ownership of this land according to the records of El Paso County, Texas, and showing that there are no liens or other encumbrances outstanding against the land. The attached certificate of the Tax Collector shows that there are no unpaid taxes against the land in question.

3. If the showing of title is considered sufficient, will you kindly advise to that effect with the return of papers, whereupon the deed will be duly recorded and the papers returned to your office.

encs 3

P. S. Dent

14a

El Paso, Texas, March 8, 1915.

Mr. J. A. Rogers,
321 Prospect Avenue,
El Paso, Texas.

My Dear Mr. Rogers:

This is to inform you that agreement with you and your wife dated December 21, 1914, for transfer of certain land for right of way for the Ascarate Wasteway, Rio Grande Project, was approved by Will R. King, as Acting Comptroller, U. S. Reclamation Service, under date of February 9, 1915.

Pursuant to the provisions of article 2 of this agreement there is enclosed a quit claim deed which it is kindly requested that you have signed and duly acknowledged and then returned to this office.

I would thank you for early attention to this matter in order that the transaction may be consummated.

-Very truly yours,

D. H. Sibbett
District Counsel.

enc 1

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, Jan. 2, 1915

Project Manager to the Director (~~through Supervising Engineer~~).

Subject: Forwarding contracts for approval.

The contract described below is forwarded herewith for approval:

Date: Dec. 21, 1914 Rio Grande project

Executed by L. M. Lawson, Project Manager

With J. A. Rogers and wife

Accompanied by bond and one copy. [Insert "Yes" or "No bond."] No bond

Purpose: Donation of right-of-way for Asearate Wasteway, Rio Grande Project.

Advise Project Manager at El Paso, Texas

with copy to _____ at _____

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ Nominal Authority No. _____

- 6/4 Encls.: (Original agreement,
- (Returns office copy,
- (Washington " "
- (Blue print,
- Certificate P.M.
- Report on Agreement.

L. M. Lawson.

Washington, D. C. FEB 9 - 1915 191

Approved by *Acting Comptroller, U. S. R. S.*

Date of approval FEB 9 - 1915

Bond, if any (see above), approved by *me as Acting Comptroller* ~~same officer~~ on same date.

Original enclosed _____

W. B. King

Acting Comptroller, U. S. R. S.

NOTE - Have notary insert date of expiration of his commission, on contract

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made ^{Jan 28} Dec. 21

191 ⁵ 4 with

J. A. Rogers and wife

for the purchase of land required for **Ascarate wasteway**
purposes, **Rio Grande** Project, **El Paso**
County, **State of Texas**

1. State description and approximate area of land to be conveyed.

.197 acres, more or less.

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 located within Mexican grant, confirmed and patented by the State of Texas.

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.

J. A. Rogers and Mrs. J. A. Rogers, El Paso, 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.

Owners in possession.

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

No.

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 not cultivated at present. All might be cultivated.

No improvements.

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.

Not irrigated.

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

From \$100 to \$300 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.

The above is a correct statement of the information procured.

Dated December 29 191 4

(Signature)

(Title)

In Charge of Negotiations.

Approved:



Project Manager.

It is hereby certified that the land described in attached agreement dated December 21, 1914, with J. A. Rogers and wife is necessary for purposes duly authorized by the provisions of the Reclamation Act, namely, for the Ascarate Wasteway, Rio Grande project, New Mexico-Texas; that no compensation is to be made therefor, and it is respectfully recommended that the agreement be approved.

L. M. Larson.

Project Manager.

State of Texas)
County of El Paso) ss.

I, Will I. Watson
Collector of taxes within and for the County and State aforesaid
do hereby certify that according to the official records there
are no taxes due
assessed and unpaid against the land or improvements thereon
of J.A.Rogers in the Assarate Grant as assessed on tax rolls
covered by agreement with the United States dated Dec.21/14

191 .

WITNESS my official hand _____
this 4th day _____ day of March 1915.

Will I. Watson
Tax Collector El Paso
County, Texas
By A. H. Armstrong,
Deputy

RIO GRANDE PROJECT.

El Paso, Texas March 6th 1915.

I, D. H. Sibbett, District Counsel,

U.S. Reclamation Service, certify that I have personally examined the land and property to be acquired by the United States

from J. A. Rogers and wife in Ascarate Grant, County of El Paso, Texas,

~~Section~~ ~~XXXXXX~~ ~~XXXXXX~~

~~XXXXXX~~. for the Rio Grande Project and that said proposed grantor was in actual, sole and exclusive possession of the land and improvements proposed to be conveyed, claiming to be the owner, and no person claiming a right in such land or improvements adverse to the grantor is in possession of any part of the same.

I further certify that I have examined the records of the County Recorder, El Paso Texas ~~XXXXXX~~ County, State of ~~New Mexico~~, and that there are no liens, mortgages, judgments or other encumbrances filed or recorded in said office against the improvements covered by agreement with the United States

Dated December 21st 1914, except

D. H. Sibbett

District Counsel