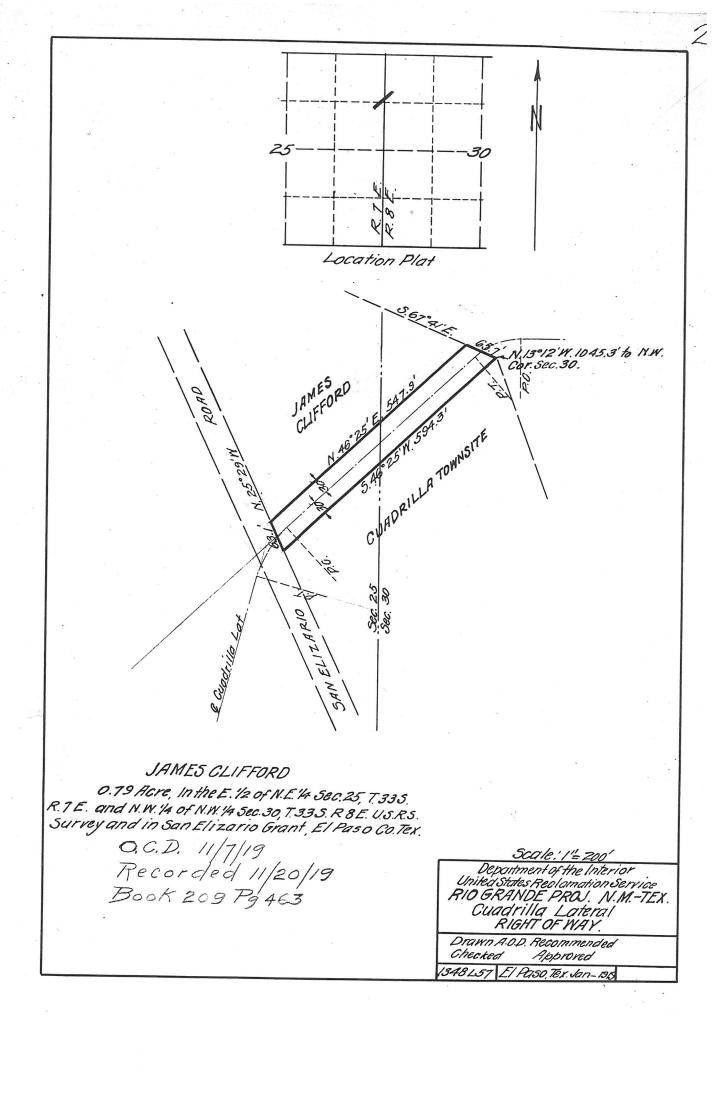
# THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

	I, James Clif:	ford			
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of the County ofsum of	El Paso 	of Texas nd no/100 (\$1	, f	or and in consider	ration of the
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to	in hand paid by The	United Stat	es of Americ	ea, pursuant	to ther Ac
June 17, 190	2 (32Stat., 388	) and Acts a	mendatory th	nereof and su	pplementa
	these presents Bargain,				
	The U				
		7	or america.		
A tra Section tw Seven (7) Section th	my right, title and ct of land in tenty-five (25), east, and the nirty (30), towned States Reclar	he east half township th orthwest qua ship thirty-	of the nort irty-three (three (33) s	theast quarte (33) south, r northwest qu south, range	r, ange arter eight(8)
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TO HAVE AND TO	HOLD all my	right, title, inter	est, estate and clo	im in and to the s	aid premises,
together with all and	singular, the rights, p	rivileges and appu	rtenances to the	same in any mann	er helongina
into the said	f cirthing, aated on the	o instrument o	7 614 14 V Wat the 6	de the de games e	tak ta samp
heir and assigns for WITNESS	ever hand this of Grantor:	7th	day of Nov	ember A	l. D. 19
o' Request of Request of Series, the day and	ounty, at office, El Pa	ity Court of said C	e seal of the Com	uli lan land ya a rd	amil'ii
eest _	N D GA	}			
Lasoft ounty, 1 exas. Deputy	lerk County Court, El	<u> </u>			

	QUIT-CLAIM DEED SINGLE AND WIFE'S SEPARATE	ACKNOWLEDGMENTS		20xas 20t 20t 30t	Filed for record, this.	day of o'clock and minutes	:887) SO	By Deputy.	THE ST
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	ATE OF T								
COUNT	'Y OF EL P County, do her	ASO. }	at the above	e instrume	nt of writ	ing dated	on the	lerk of t	the County
office this and duly recoin the records	15 the rded the V	, A. D. 19.1 da  o H. da  ty, in Volume	y ofday of	fon Pag	te of auth	hentication, A.D. 19. A.D. 19. A.D. 19.	19, was filed 19, at 9:0 19, at 1:	for reco	ord in my ck AM.
year last abor	my nana ana	the seal of th	e County C	ourt of sa	id County	, at office	El Paso, 7	exas, th	e day and
year iasi aoor	ve written.	,			Clark C	- D	Gree	X	
			•	Ву	Flor	evel	urt, El Pas	le Count	y, Texas, Deputy.



# THE STATE OF TEXAS, COUNTY OF EL PASO,

Know all Men by these Presents:

THAT I, James Clifford  of the County of El Paso , State Texas	
of the County of Texas	***************************************
Jule Jule	for and in consideration of the
sum of one and no/100(\$1.00)	DOLLARS.
ome in hand paid by the United States of A	A pre-sec
visions of the Act of June 17, 1902 (32 St	
fibe County of	
cknowledged, do by these presents Bargain, Sell, Release and Forever Quit  The United States of America and it	-Claim unto the said
neirs and assigns all right, title and interest in	and unto that tract or parcel of land lying in the County
f El Paso , and State of Te	*2.6, described as follows, to-wit:
property line between land of Grantonsher west, 20.5 feet to a point on the center 1 from which point the northeast corner of a north 12°39° east, 2069.5 feet; Thence north 13°01° east, 494.3 feet; Thence to t247.94 feet radius curve, a distance of 16	ine for the Cuadrilla Lateral a aid section twenty-five bears h 67°49' west, 40.5 feet; Thence he left along the arc of a 5.4 feet based on 100-foot chor
Frantom herein and A. Maye: Thence with a mast, 42.5 feet to the point of beginning; 1.39 acres, more or less.	e property line between land of aid property line north 84°16° said tract of land containing
Frantom herein and A. Maye; Thence with a sast, 42.5 feet to the point of beginning; 1.39 acres, more or less.	e property line between land of aid property line north 84°16° said tract of land containing
Frantom herein and A. Maye; Thence with a sast, 42.5 feet to the point of beginning; 1.39 acres, more or less.	e property line between land of said property line north 84°16° said tract of land containing
Frantom herein and A. Maye; Thence with a sast, 42.5 feet to the point of beginning; 1.39 acres, more or less.	e property line between land of said property line north 84°16° said tract of land containing
Grantors herein and A. Maye: Thence with a cast. 42.5 feet to the point of beginning:  1.39 acres, more or less.  TO HAVE AND TO HOLD all my right, tile ogether with all and singular, the rights, privileges and appurtenances	tle, interest, estate and claim in and to the said premises, to the same in any manner belonging, unto the said
Grantors herein and A. Maye: Thence with a sast, 42.5 feet to the point of beginning: 1.39 acres, more or less.  TO HAVE AND TO HOLD all my right, the rights, privileges and appurtenances  The United States of America and its	tle, interest, estate and claim in and to the said premises, to the same in any manner belonging, unto the said
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The United States of America and its	tle, interest, estate and claim in and to the said premises, to the same in any manner belonging, unto the said
The United States of America and its	tle, interest, estate and claim in and to the said premises, to the same in any manner belonging, unto the said
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To HAVE AND TO HOLD all my right, to united States of America and its reirs and assigns forever.	tle, interest, estate and claim in and to the said premises, to the same in any manner belonging, unto the said  A. D. 1918  mes Clifford
Grantors herein and A. Maye: Thence with seast, 42.5 feet to the point of beginning; 1.39 acres, more or less.  TO HAVE AND TO HOLD all my right, tile ogether with all and singular, the rights, privileges and appurtenances  The United States of America and its neits and assigns forever.  WITNESS. My band this the 230 day of Oct.	tle, interest, estate and claim in and to the said premises, to the same in any manner belonging, unto the said
TO HAVE AND TO HOLD all my right, the ogether with all and singular, the rights, privileges and appurtenances  The United States of America and its  meirs and assigns forever.  WITNESS band this the 230 day of Oct.  Witnesses at Request of Grantor	tle, interest, estate and claim in and to the said premises, to the same in any manner belonging, unto the said  Ober , A. D. 1918  Image: Clifford

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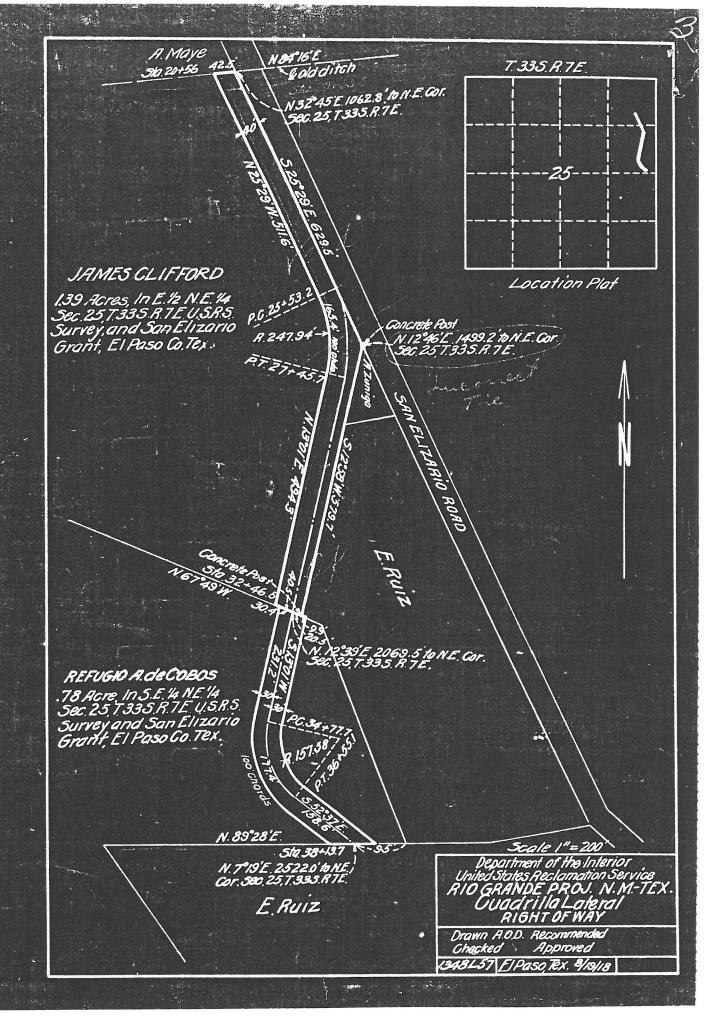
Witness my hand and the seal of the County Court of said County, at office El Paso Texas, the day and

Clerk County Court, El Paso County, Texas.

..., Deputy.

in the records of said County, in Volume 320 on Pages 6/7

year last above written.



### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

i guttaw set versamena reserve en metaling in minos de contracts. हिस्तेमती से काली होती ere the contract originates will transmit two copies of this Project Manager to the Director and Chief Engineer (Taxanghanasana) CONSTRUCTION LX Subject: Forwarding/ganksakkakkakakpranks. and a sector information mino The contract described below is forwarded herewith. more and or ordish it should be set out in a statement or certificate, accompanying the centrac Dead Agreement dated October 23. 1918 ...... Rio Grande on project. James Clifford Executed by With United States of America To Estimated amount involved, \$ 0 (See Reverse, Par. 3.) Purpose of agreement: ponation of right of way for Cuadrilla Lateral Inclosures listed on reverse. (See Par. 5.) Advise Chief of Construction, Denver, Colo., and Project Manager and District Counsel El Paso, Texas El Paso, Tex. of the approval of the above. Prodect Manager Denver, Colo., , 19 It is recommended that the above-described contract be approved Inclosures:

copies of contract. Chief of Construction. copies of form letters of transmittal. Original quitolaim deed Original certificate of title l blueprint.

> Washington, D. C., JAN 13 1918 Accepted

Assistant to the Director. on

DEC 2018 90138

6-4533

(0ver.)

### Certificate.

I hereby certify, with reference to the following described land:

A tract of land in the east half of the northeast quarter of Section Twenty-five(25), Township Thirty-three(33) south, Range Seven (7)east, United States Reclamation Service survey, El Paso county, Texas, more particularly described in quitolaim deed dated October 23, 1918, running from James Clifford to the United States of America:

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

Assistant District Counsel.

El Paso, Texas.

October 23, 1918.

exDEBARIMENT. OBJETHERINTERIOR WITH COPY of contract and forwarded to Washington office by the Uniet of Collaboration. 5. The office in which this contract originates skibiscollist all inclosures in the space al-(Date)

5. The office in which this contract originates skibiscollist all inclosures in the space al-(Date)

6. A he can smitted through the Denver stile of the contract and display a copy of such that related pape and the contract scale of the related pape and in the contract such contract and the related pape and in the contract and the related pape and the contract and the related pape and the related paper and t Project Manager to Chief of Construction athru District Counsel.

Manager to Chief of Construction athru District Counsel.

Manager to Chief of Construction athru District Counsel.

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Mich With every contract hammined, in the many of inches in the internal expenditure of contract hammined in the amount of properties of the contract hammined in the amount of probability of properties of the contract hammined in the amount of probability of the contract hammined in the contract the amborny number (Form 7-081) or cleaving Estimated camount cinvolved, coses and one (1) original Authority No. 10 percet Accompanied by bond and 2 copies complete in the name of Clearing Accorded (Insert "Yes" or "No" bond) nibose: at submitted is not of the class for approval in Den are clind of construction will forward with his recommendation to (nusert, Ass., or "No., poug)

Purpose:

Donation of right of way for 0.79 acres for Cuadrilla Lateral. (Land is not homestead property)

Advise Project Manager at El Paso, Tex.

(Post office and State)

El Paso, Tex. District Counsel at

(Post office and State)

ver (see par, ba-b, the poly). Washington for appropriate

Chief of Construction, Denver, Colorado.

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.

(Signature)

L. E. Lawson

Denver, Colo. The above described contract and bond, if any, approved

on

bу

Chief of Construction.

Denver, Colo.

December 31, 1919.

Acting Chief of Construction to Director:
It is recommended that the above described contract be executerx deed be accepted. approved and bond if any approved. Inclosures:

Orig. & 3 copies of form letter, recorded deed dated Nov. 7, 1919, certificate re taxes.

Blue print 1348 L 57. January 1919.

B. F. TALLER

(Signature)

executed Washington, D. C. Contract approved and bond, if any, approved by Acpt.

on

Assistant to the Director

6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I. of Manual) shall be transmitted through the Denver Office to Washington for acceptance and fling, a copy of such deed with related papers being furnished for the flies of the Denver office.

7. This form appropriately modified should be used to transmit informal earthworth contracts (Specifications Form 7-201) executed in project, offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

5. The office in which this contract originates should list all inclosures in the space aboye.

4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, giving dates, stating whether a telegram or letter, and from and to whom \$\psi\$ 0.01113 \in \frac{1}{2}\$.

3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.

2. The office in which the contract originates will transmit two (2) copies of this form in excess of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.

# INSTRUCTIONS.

Remarks:

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and in the more cause for the subjunction of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA
perconder: and that he has not in estimated the contract base demanded by him mended any same
way contingent, in whole or in part, upon such production 170 GCP in 30355 pour or promise to agreed to pay, to any third person, in consideration of such places are not a confideration for services
this contract in his behalf, or to cause or produce the same to be obtained upon compensation in any
United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper
supervisory officer of the United States Reclamation Service, and
James Clifford and Herminio Ruiz

hereinafter styled Contractor, ...their. heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

#### 2. The Contractor will x

- 2. 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 east half of the northeast quarter Section twenty-five (25), township thirty-three (33) south, range seven (7) east, and the northwest quarter of the northwest quarter Section thirty(30), township thirty-three (33) south, range eight (8) east, United States Reclamation Service survey and in San Elizario Grant, in the County of El Paso, State of Texas, containing seventy-nine hundredths (0.79) acres, more or less; and
  - 3. WHEREAS, the United States desires immediate possession of the land herein described for use in the construction of the Guadrilla Lateral Canal; and,
  - 4. WHEREAS, the contractor is the owner of the improvements on said described land:
  - 5. NOW THEREFORE, in consideration of the sum of One hundred thirty-seven and 50/100 (\$137.50) 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

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.

5. It is understood and agreed that the United States, its agents, officers, end 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 Cuadrilla Lateral Canal 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.

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James Clifford and Herminio hair

The contractor 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 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.

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9. In the execution of	1978 Counties me using a reserve	ful performance of this contract the	Contractor shall be reis
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<sup>\*</sup> 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.

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<sup>\*</sup> 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.

6-6024

El Paso. Tex. DEC 2 2 1919

From District Counsel

To Director and Chief Engineer, Washington, D. C.

Subject: Contract dated Movember 7, 1919 with James Clifford and Herminio Ruis - Rio Grande Project, New Mexico - Texas.

l. Herminio Ruis joined in the above described contract for the reason that he had an informal arrangement with James Clifford, who is the owner of the land, whereby he, Ruis, has worked upon the land and thereby secured an interest in some of the crops, which represent the improvements to be paid for. This arrangement between these parties has now terminated but the interest in Ruis had accrued at the time the construction work was undertaken. Ruis has no title or interest in the land itself and therefore was not joined in the quit claim deed referred to in the contract in settlement for improvements and upon which the contract is founded.

P. W. Dent

CC- P. M. El Paso.

Them C. of C.

El Paso, Tex. Nov. 11, 1919.

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

Dear Sir:

Transmitted herewith for official record  $k_0$  donation deed dated Nov. 7, 1919 running from James Clifford to the United States.

Very truly yours

C. F. Harvey

Asst. District Counsel.

#### CERTIFICATE.

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

A tract of land in the east half of the northeast quarter,
Section twenty-five (25), township thirty-three (33) south, range
seven (7) east and the northwest quarter of the northwest quarter
Section thirty (30), township thirty-three (35) south, range eight
(8) east, United States Reclamation Service Survey and in San Elizario
grant, El Paso county, Texas, more particularly described in quitclaim
deed dated November 7, 1919 running from James Clifford to the
United States of America:

That the tax records of said county indicate James Clifford, the reputed owner, to be 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.

Asst. District Counsel.

El Paso, Tex.

Nov. 7, 1919.

### CERTIFICATE

I HEREBY CERTIFY That the rights and property described
in the agreement dated Nov. 7, 1919 with James Clifford
and Herminio Ruis are required for purposes authorized by
the Act of June 17, 1902 (32 Stat. 388), namely, as right of
way for the Guadrilla Lateral Canal a part of the Rio Grande
project; that the consideration to be paid thereunder.
\$137.50 ( which amount is for stand of alfalfa on .5 acre
which is \$150.00 per sore. \$75.00 and damage to asparagus
on .29 acre at \$215.50 per acre . \$62.50), is reasonable and
the lowest that could be obtained; and I recommend that
the contract be suproved.

L. H. Lawson

Project Manager.

El Paso, Texas. Nov. 7, 1919.