

180.
BURGES, BURGESS AND COILEY

QUITCLAIM DEED

FRANKLIN DRAIN ~~191-52-8~~

(265)

0023-0078-0036-00

~~20-(26) PEXAS~~

280.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

W W. Cooley, A. R. Burges and Richard F. Burges

of the County of El Paso State of Texas, for and in consideration of the sum of One and 00/100 (\$1.00) DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplemental thereto, of the County of El Paso, and El Paso, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said The United States of America, and its

~~heirs and assigns~~ all our right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows, to-wit: A tract of land approximately 2 miles south of the town of Ysleta, Texas, in the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) Section One (1), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey and in surveys Nos. 7, 8 & 9 of the Ysleta Grant and more particularly described as follows: Beginning at the point of intersection of the boundary between surveys Nos. 9 and 10 of the Ysleta Grant with the west boundary of the right of way of County road, said boundary between surveys Nos. 9 and 10 being the south boundary of land of the grantors herein, from which point the southwest corner of said Section 1 bears South 39° 40' West, 1649.1 feet; thence along the boundary between said surveys Nos. 9 and 10, West 125.5 feet to a point on a 5679.65 feet radius curve the tangent of which at said point bears North 27° 16' 35" West; thence northwesterly and to the left along said curve, a distance of 456.7 feet measured on 100 ft. chords; thence North 31° 53' West, 193.9 feet; thence to the right along a 2914.93 feet radius curve a distance of 369.7 feet measured on 100 ft. chords; thence North & 24° 37' West, 433.4 feet to a point on the boundary between surveys Nos. 6 and 7 of the Ysleta Grant and being also the north boundary of land of the grantors herein, from which point the southwest corner of said Section 1 bears South 5° 27' 30" West, 2562.2 feet; thence along said boundary East 99.05 feet to the West boundary of the right of way of county road; thence along said boundary South 24° 27' East, 186.7 feet, South 24° 01' East, 389.6 feet, South 32° 55' East 421.1 feet, South 32° 43' East 409.1 feet and South 22° 33' East 62.2 feet to the point of beginning; said tract of land containing three and nine hundredths (3.09) acres, more or less, said land not being homestead property;

TO HAVE AND TO HOLD all our right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said The United States of America, and its

heirs and assigns forever.

WITNESS our hands this 22nd day of October A. D. 1919

Witness at Request of Grantor:

A. R. Burges
W. Cooley
Richard F. Burges.

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, Laura J. Bond, a Notary Public in and for
El Paso County, Texas, on this day personally appeared A. R. Burges, W. Cooley and
Richard F. Burges

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 22nd day of October, A. D. 1919

Laura J. Bond
Notary Public El Paso County,
Texas.

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 instru-
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to 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 22
day of October, A. D. 1919 with its certificate of authentication, was filed for record in my
office this 28 day of October, A. D. 1919, at 8:50 o'clock A. M.
and duly recorded the 29 day of Oct, A. D. 1919, at 3:18 o'clock P. M.
in the records of said County, in Volume 335 on Pages 169.

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.

W D Greet
Clerk County Court, El Paso County, Texas.

By Deputy.

Project Manager

CONTRACT
(Disbursement)

Form 7-523
Form approved by the Secretary of the Interior
September 13, 1918
(Reprint July, 1918)

6-6024

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT Texas - New Mexico.

this 22nd day of October

, nineteen hundred

THIS AGREEMENT, made
and **nineteen**

, in pursuance of the act of June 17, 1902 (32 Stat., 388), and

acts amendatory thereof and 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 officer of the United States Reclamation Service, and

A. R. Burges, W. Cooley and Richard F. Burges

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

WITNESSETH: The parties covenant and agree that—

~~2. The Contractor will~~

2. Whereas, Under even date herewith a quitclaim deed was executed by the contractor herein, releasing and quitclaiming to the United States of America for canal right of way for the Rio Grande project a certain tract of land in the southwest quarter of section one (1), township thirty-two (32) south, range six (6) east, United States Reclamation Service survey, being also in Surveys Nos. 7, 8, and 9 of the Ysleta Grant, El Paso County, Texas, and containing three and nine-hundredths (3.09) 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 Franklin drain; and,

4. Whereas, the contractor is the owner of the improvements on said described land;

5. Now, Therefore, It is understood and agreed that there will be constructed by and at the expense of the United States a three-ton farm bridge of the standard design adopted and now being used on the Rio Grande project, said bridge to be constructed at Station 380 plus 84 of the Franklin drain, Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the point mentioned. It is further understood and agreed that the contractor shall maintain said structure in good condition at all times and that the United States does not assume any obligation for maintenance, repair, or reconstruction.

Correct as to Eng. Data & Mt.

or liability for any damage occurring from lack of proper maintenance of said structure.

6. In consideration of the construction of said bridge, the contractor hereby waives and releases the United States from any and all damage claims of whatever nature by reason of the damage that the contractor has suffered, or may hereafter suffer as a result of the operations of the United States Reclamation Service on said tract of land as described in the quitclaim deed herein referred to.

7. 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 Franklin drain, and other operations of the Reclamation Service incident thereto, and any cause of action arising from damage to crops or other improvements thereon belonging to the contractor that may result in consequence of such entry is hereby waived by the contractor as hereinbefore provided.

8. 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.

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

10. 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 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 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.

A. R. Burges, W. Cooley

Richard F. Burges Contractor.

* By _____

P. O. Address El Paso, 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.

CERTIFICATE.

I HEREBY CERTIFY That the rights and prop^{erty} described
in the agreement dated October 22, 1919, with A. R. *Burges et al*
are required for purposes authorized by the Act of *June 17, 1902*
(32 Stat. 388), namely, as right of way for the Franklin *drain*
a part of the Rio Grande project; that the consideration *to be*
paid thereunder, which is the building of a farm bridge to ca
approximately \$250, is reasonable and the best consideration th
could be obtained for the interests of the United States; and
I recommend that the contract be approved.

Project Manager.

El Paso, Texas,

October 22, 1919.

CERTIFICATE.

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

A tract of land in the northwest quarter of the southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) section one (1) township thirty-two (32) south, range six (6) east, United States Reclamation Service survey and in surveys Nos. 7, 8 & 9 of the Ysleta Grant, El Paso county, Texas, more particularly described in quitclaim deed dated October 22, 1919, running from W. Cooley, A. R. Burges and Richard F. Burgess to the United States of America:

That the tax records of said county indicate W. Cooley, A. R. Burges and Richard F. Burgess, the reputed owners, to be the actual owners; 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 HARVEY

Asst District Counsel

El Paso, Texas,
October 22, 1919

El Paso, Tex.
Jan. 13, 1920.

Project Manager,

Chief of Construction, Denver, Colo.

Donation Deed dated Oct. 22, 1919 from A. R. Burgess
et al to the United States - Rio Grande Project.

1. With reference to the note made by the
Acting Chief of Construction upon form letter of trans-
mittal, accompanying above described donation deed, this
is to advise that the date of the expiration of the
notarial commission of the Notary Public who took the
acknowledgement of the grantors is June 1, 1920.

- - -

L. M. Lawson

CC - Director

Blue Copy

Rio Grande Project El Paso, Texas, December 22, 1919.

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated Oct. 22, 1919.

With A R Burges, W Cooley, and Richard F Burges

Estimated amount involved, \$ building of Authority No.

Accompanied by bond and 2 copies bridge or Clearing Acct.

Purpose: Building of bridge; founded upon donation of land made by same parties by deed dated October 22, 1919.

This structure will cost approximately \$250.

Advise Project Manager at El Paso, Texas,

District Counsel at El Paso, Texas,

and Chief of Construction, Denver, Colorado.

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

Inclosures listed on the reverse

I M LAWSON
(Signature)

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.

Denver, Colo.

The above described contract and bond, if any, approved

by on Chief of Construction.

Denver, Colo. December 31, 1919.

Acting Chief of Construction to Director:

It is recommended that the above described contract be

approved and bond if any approved.

Inclosures:

- Orig. & 3 copies of form letter,
- " " 2 " " contract,
- " certificate of necessity,
- 1 Blue print, 1253 L 53.

R. F. WALTER
(Signature)

executed Washington, D. C. DEC 9 1920
Contract approved and bond, if any, approved by

on DEC 9 1920

Morris Bien
Assistant to the Director
DEC 20 6372

CFH:MER

El Paso, Tex.
Oct. 27, 1919.

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

Dear Sir:

Transmitted herewith for official record is
quitclaim deed dated October 22, 1919 running from
A. R. Burges et al to the United States.

Yours very truly,

C. F. Harvey

Asst. District Counsel

El Paso, Tex.
Oct. 27, 1919.

From District Counsel

To Director and Chief Engineer.

Subject: Contract with A. R. Burges et al for building of farm structure in connection with drain, Rio Grande Project.

1. Transmitted herewith together with related papers is contract with A. R. Burges et al dated Oct. 22, 1919. This contract is to cover the building of a farm bridge across the Franklin Drain right of way for which was donated by the same contracting parties by deed dated Oct. 22, 1919 which has been recorded and which is also transmitted herewith.

2. The contract in its present form is submitted largely upon authority contained in a letter dated Oct. 1, 1919 from the Director to Chief of Construction, subject "quitclaim from Charles Davis - especially with reference to required use of form 7-277 for building structures as considered in contract - Rio Grande Project" This letter states that the agreement on form 7-523 may be used where the only performance required by the United States as consideration is the building of structures (in connection with donation deeds). The letter states that the contract shall be in the form used in agreement with Pat Dolan dated July 22, 1919. The form of the Burges contract transmitted herewith follows substantially the Pat Dolan form which is the customary form for all these contracts where there is a settlement for improvements involving a money payment or the building of structures where the land has previously been deeded to the United States. However, this office has seen fit to change the Burges contract slightly ~~forxxxx~~ but the change does not go to any substantial agreements by either party. The contract in its present form, not carrying any money consideration, has been changed ~~to that~~ ^{for} building of the structures is recited in paragraph 5, in which paragraph the money consideration had been formally stated: and, of course, no reference whatever is now made to any money consideration in paragraph 5. The recital as to the building of the bridge embodies the same wording as that heretofore authorized and approved in regard to contracts about structures.

C.E. WATERHOUSE
SUR. 6

E. 332'-99.05' 32.95'
Sta. 382+53.9

SUR. 7
S. 5° 27' 30" W. 2562.2' to S.W. COR. SEC. 1

SUR. 8

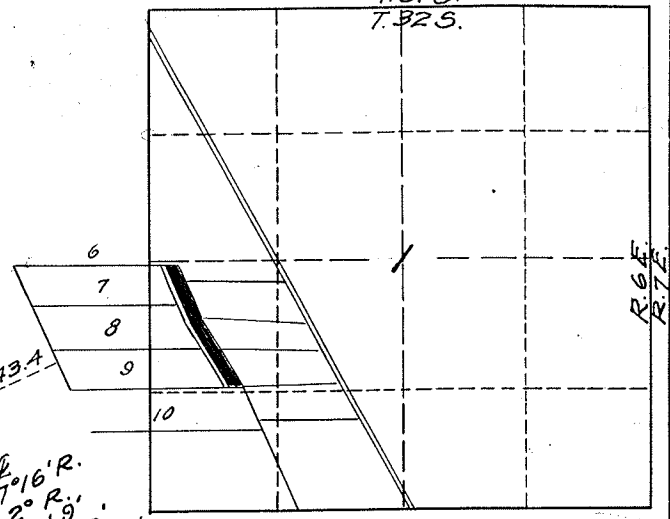
SUR. 9

BURGES, BURGES & COOLEY

DRAIN 3.09 A.
OLD ROAD 1.01 A.
NEW ROAD 1.00 A.

Q.C.D. 10/22/19
Recorded 10/29/19
Book 335 Pg 169

T. 31 S.
R. 6 E.



SECTION 1, T. 32 S., R. 6 E., U.S.R.S.
SURVEY & SURVEYS 7, 8 AND 9
YSLETA GRANT, EL PASO CO., TEX.

Δ 7° 16' R.
D. 2° R.
T. 181.9'
L. 363.3'
Chords 100'

PT. 372+86.2
R. 5679.65'
Δ 9° 20' L.
D. 1° L.
T. 467.7'
Chords 100'
R. 5649.65'

382+54
367+92
1462

Scale: 1" = 200'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJ. N.M. TEX.
EL PASO VALLEY DRAINAGE
FRANKLIN DRAIN RIGHT OF WAY

DRAWN A.D.D. FIELD WORK
CHECKED: APPROVED:
1253 L 53 EL PASO, TEX. JUNE, 19

SUR. 10
S. 36° 08' W. 1571.8' to S.W. COR. SEC. 1
T.M. BRS. N 27° 16' 35" W.

Sta. 367+92.3 S.T.
W.

P.I. 368+20.6'

7M. BRS. N 27° 26' W.

PT. 372+86.2
R. 5679.65'

N. 37° 53' W. 193.5'

R. 2914.93'

P.T. 378+43.4

S. 24° 01' E. 389.6'

S. 24° 21' E. 178.1'

S. 24° 21' E. 178.1'

N. 24° 37' W. 447.2'

N. 24° 37' W. 447.2'

S. 24° 01' E. 389.6'

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