

LANGFORD, J. M.

QUITCLAIM DEED

065 FRANKLIN DRAIN Ys1 52-31B

14-(46) TEXAS

0023-0080-0046-00 280

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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, Notary Public in and for El Paso County, Texas, on this day personally appeared J. M. LANGFORD

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 11th day of July, A. D. 1919

(seal)

Geo. W. Hoadley

my com. expires June 1, 1921.

Notary Public.

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 reract it.

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

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

I _____ Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the _____ day of _____, A. D. 19____ with its certificate of authentication, was filed for record in my office this _____ day of _____, A. D. 19____, at _____ o'clock _____ M. and duly recorded the _____ day of _____, A. D. 19____, at _____ o'clock _____ M. in the records of said County, in Volume 209 on Pages 417

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.

Clerk County Court, El Paso County, Texas.

By _____, Deputy.

V209 P415

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

J. M. Langford

of the County of _____ of _____, for and in consideration of the sum of _____ One and no/100 (\$1.00) _____ DOLLARS,

to _____ in hand paid by E. B. McClintock, County Judge, El Paso County, Texas

of the County of El Paso, State of Texas, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said E. B. McClintock, County Judge, El Paso County, Texas, and his successors in office,

hereby assigns all right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, State of Texas

TRACT NO. 1: A tract of land in the Southeast quarter of the Northwest quarter of Section Twelve (12), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey and survey No. 18 of Ysleta Grant, and more particularly described as follows: Beginning at a point on the property line between land of the Grantor herein and F. Martinez said property line being also the boundary line between surveys 17 and 18 of Ysleta Grant and from which point the northwest corner of said Section 12 bears North 40°42' West, three thousand two hundred forty-five & eight tenths (3245.8) feet; thence along said property line South 89°40' East, one hundred fifty-nine & six tenths (159.6) feet to a point on the west boundary of right of way of county road; thence along said boundary South 37°32' East nineteen (19.0) feet; thence North 89°40' West, one hundred seventy & one tenth (170.1) feet; thence North 4°08' West, fifteen & five hundredths (15.05) feet to the point of beginning; said tract of land containing six hundredths (0.06) acre, more or less.

TRACT NO. 2: A tract of land in the Southeast quarter of the Northwest quarter of Section Twelve (12), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey and survey No. 18 of Ysleta Grant and more particularly described as follows: Beginning at a point on the property line between land of the Grantor herein and F. Martinez, said property line being also the boundary line between surveys 17 and 18 of Ysleta Grant and from which point the northwest corner of said Section 12 bears North 39°03' West, three thousand one hundred sixty-eight & two tenths (3168.2) feet; thence South 4°08' East, fifteen and five hundredths (15.05) feet; thence North 89°40' West, thirty and one tenth (30.1) feet; thence North 4°08' West, fifteen and five hundredths (15.05) feet to a point on the property line between land of the grantor herein and said F. Martinez; thence along said property line South 89°40' East, thirty and one tenth (30.1) feet to the point of beginning; said tract of land containing one hundredths (0.01) acre, more or less.

TO HAVE AND TO HOLD all 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 E. B. McClintock, County Judge El Paso County, Texas, and his successors in office,

forever.

WITNESS hand this the _____ day of _____, A. D. 19____

Witnesses at Request of Grantor:

Correct as to Engineering Data

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, J. M. Langford,

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

to me 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 _____, and _____, 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

assigns all my 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 in the Northeast quarter of the Southwest quarter (NE 1/4 SW 1/4) and the Southeast quarter of the Northwest quarter (SE 1/4 NW 1/4) of Section Twelve (12), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey and in Survey No. 18 of the Ysleta Grant and more particularly described as follows:

Beginning at a point on the property line between land of the grantor herein and C. N. Bassett, said property line being also the boundary line between surveys Nos. 18 and 19 of the Ysleta Grant, and from which point the Southwest corner of said Section Twelve (12) bears South 40°47' West, three thousand one hundred eight and eight tenths (3108.8) feet; thence North 4°08' West, four hundred seventy (470.0) feet to a point on the property line between land of the grantor herein and F. Martinez, said property line being also the boundary line between surveys Nos. 17 and 18 of the Ysleta Grant, and from which point the northwest corner of said Section Twelve (12) bears North 39°03' West, three thousand one hundred sixty-eight and two tenths (3168.2) feet; thence along said property line South 89°40' East, one hundred twenty and four tenths (120.4) feet; thence South 4°08' East, four hundred sixty and eight tenths (460.8) feet to a point on the property line between land of the grantor herein and said C. N. Bassett; thence along said property line South 85°55' West one hundred twenty (120.0) feet to the point of beginning; said tract of land containing one and twenty-eight hundredths (1.28) acres, more or less.

TO HAVE AND TO HOLD all my 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

assigns forever.

WITNESS my hand this the 11th day of July, A. D. 1919

Witnesses at Request of Grantor:

J. M. Langford

Correct as to Engineering Data A.O.A.

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,..... in and for
El Paso County, Texas, on this day personally appeared.....

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.....day of....., A. D. 19.....

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.....

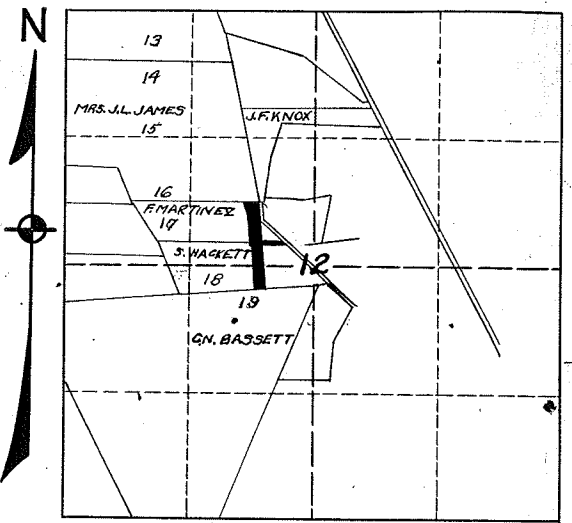
THE STATE OF TEXAS. }
COUNTY OF EL PASO.

I.....Clerk of the County
Court of said County, do hereby certify that the above instrument of writing, dated on the.....
day of....., A. D. 19..... with its certificate of authentication, was filed for record in my
office this.....day of....., A. D. 19....., at.....o'clock.....M.
and duly recorded the.....day of....., A. D. 19....., at.....o'clock.....M.
in the records of said County, in Volume 209 on Pages 415

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.

.....
Clerk County Court, El Paso County, Texas.

By....., Deputy.



LOCATION PLAT
 SEC. 12, T32S R6E, U.S.R.S.
 SURVEY, AND SURVEYS
 17 AND 18, YSLETA GRANT,
 EL PASO COUNTY, TEXAS.

Δ = 10°07'L
 D = 4°L
 T = 126.8
 L = 252.9
 R = 1432.7

Survey 16.
 MRS. J.L. JAMES

J.F. KNOX

Tan. Brs. $S14^{\circ}12'30"E$
 $S89^{\circ}35'E$ 310' -1250'
 $N14^{\circ}15'W$ 6.8
 P.T. 333+98.0
 $R=1382.7$
 $R=1352.7$

$N46^{\circ}10'W$ 2863.8
 to N.W. Cor. Sec. 12.

Tract 2.
 P.C. 331+45.1

Survey 17.
 F. MARTINEZ

← Q.C.D. 6/17/19. Recorded 6/1/19.
 Book 209 Page 408.

Drain 1.29A
 New Road Tr. 1 0.05A
 New Road Tr. 2 0.33A
 $S89^{\circ}40'E$
 329+03.0

$N46^{\circ}08'W$ 2381.8
 $N46^{\circ}08'W$ 2381.8
 $N46^{\circ}08'W$ 2381.8
 120.4
 Tract 1. 1.02A
 $S89^{\circ}40'E$ 148.1
 $S89^{\circ}40'E$ 153.6
 Tract 1. 1.81A
 $N89^{\circ}40'W$ 170.1

$N39^{\circ}03'W$ 3168.2
 to N.W. Cor. Sec. 12.

$N40^{\circ}42'W$ 3245.8
 to N.W. Cor. Sec. 12.

Survey 18
 J. M. LANGFORD

Q.C.D. 7/11/19.
 Recorded 7/1/19.
 Book 209 Page 417

Drain 1.28A
 New Road Tr. 1 0.06A
 New Road Tr. 2 0.01A

$S40^{\circ}47'W$ 3108.8
 to S.W. Cor. Sec. 12.

Survey 19.
 G.N. BASSETT

Note:
 Curve lengths based
 on 100' chord lengths.

Scale 1"=200'

DEPARTMENT OF THE INTERIOR	
UNITED STATES RECLAMATION SERVICE	
RIOGRANDE PROJECT, N.M.-TEX.	
EL PASO VALLEY DRAINAGE	
FRANKLIN DRAIN RIGHT OF WAY	
DRAWN: R.A.D.	FIELD WORK: F.G.S.
CHECKED: R.O.D.	APPROVED: _____
14	1253 L53 EL PASO, TEX., MAR 19

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, SEP 5 - 1919, 19

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: ~~Forwarding contract for approval.~~ **quitclaim deed for acceptance and filing**

Agreement dated **July 11, 1919.** **Rio Grande** Project

Executed on behalf of U. S. by J.M. Langford

With **To United States of America**

Estimated amount involved, \$ 0 Authority No. **630-a**
or clearing acct. _____

Accompanied by bond and two copies.
(Strike out if no bond transmitted.)

Purpose:
(See instructions on back.)
**Donation of right of way for Franklin Drain
Land is not homestead property.**

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager
El Paso, Texas **District Counsel,**

at _____ and _____
at **El Paso, Texas.** of the approval of the above

Encls: Orig. deed,
cert. as to title,
1 blueprint.
L.M. Lawson
Project Manager.

Denver, Colo., _____, 19

It is recommended that the above-described contract be approved.

Inclosures:

Chief of Construction.

Washington, D.C., SEP 22 1919

Contract (and bond, if any,) was approved by **MORRIS BIEN,**
Assistant to the Director.

on SEP 23 1919

SEP 10 '19 2495

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, SEP 5 - 1910, 19

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated July 11, 1919. Rio Grande Project.

Executed on behalf of U. S. by L.M. Lawson, Project Manager

With J.M. Langford

Estimated amount involved, \$ 101.25 Authority No. or clearing acct. 63G-d

~~Accompanied by bond and two copies.~~
(Strike out if no bond transmitted.)

Purpose:
(See instructions on back.)

Purchase of improvements on donation of right of way for Franklin Drain - Land is not homestead property.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager

at El Paso, Texas and District Counsel
at El Paso, Texas, of the approval of the above

Encls: Orig. & 3 copies contract,
cert. of recommendation,
2 blueprints.

L.M. Lawson
Project Manager.

Denver, Colo., Sept. 12, 1910

It is recommended that the above-described contract be approved.

Inclosures:
Orig. & 3 copies form letter
" " " contract
" cert. of necessity
1 Blue print

W. F. KALTHER
Acting Chief of Construction.

Washington, D. C., OCT 2 - 1910

Contract (and bond, if any,) was approved by A. P. Davis,
Director and Chief Engineer, U.S.E.

on OCT 1 - 1910

SEP 15 '19 2657

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

ARTICLE 3..... 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.

ARTICLE 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).

ARTICLE 5..... 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.H. Lawson
Project Manager, U. S. R. S.

A.M. Langford

Contractor:
P. O. address 419 California St.,

Approved: El Paso, Texas.

Chief of Construction*
(Date) 191

*The approval of the Chief of Construction is not required if he executes the contract in person.

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF _____
COUNTY OF _____

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of contract made by me personally, with _____; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____ 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.

U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.] this _____ day of _____, A. D. 191____ My commission expires _____

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

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this the 11th day of July
nineteen hundred and nineteen, in pursuance of the act of June 17,
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by
L. M. Lawson Project Manager,
United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and J. M. Langford

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

WITNESSETH, The parties covenant and agree that:

~~Article 1. The Contractor will~~

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 Northeast quarter
of the Southwest quarter and the Southeast quarter of the North-
west quarter of Section 12, Township 32 South, Range 6 East, U.S.
R.S. Survey containing 1.28 acres, more or less, in the County of
El Paso, State of Texas; and,

WHEREAS, The United States desires immediate possession
of the land herein described for use in the construction of the
Franklin Drain; and,

WHEREAS, the contractor is the owner of the improvements
on said described land;

NOW, THEREFORE, in consideration of the sum of One
Hundred one and 25/100 (\$101.25) Dollars, the value of said improve-
ments, 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 operations of the United
States Reclamation Service on said tract of land as described in
the quitclaim deed herein referred to.

Article 1. 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.

Article 2. The contractor expressly warrants 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 thru 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 thru established commercial or selling agents or agencies regularly engaged in selling such goods.

~~ARTICLE 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.~~

CERTIFICATE

I HEREBY CERTIFY With reference to the following described tract of land:

A tract of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, T. 32 S., R. 6 E., U.S.R.S.Survey, containing 1.28 acres, more or less, El Paso County, Texas, more particularly described in quitclaim deed dated July 11, 1919, running from J. M. Langford to the United States of America:

That the tax records of said county indicate J. M. Langford, 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.

El Paso, Texas.

July 15, 1919.

CFHarvey

Clerk.

CERTIFICATE

I HEREBY CERTIFY That the rights and property described in the agreement dated July 11, 1919 with J. M. Langford 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, \$101.25, (this amount covering crop of corn and wheat) is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

El Paso, Texas,

July 15, 1919.

L.M. Lawson

Project Manager.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, July 15, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land whereon are improvements sought to be acquired by the United States from J. M. Langford, in NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, T. 32 S., R. 6 E., U.S.R.S. Survey, El Paso County, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land involved claiming to be the owner thereof and of the improvements thereon, and no person claiming a right in such land adverse to the vendor is in possession of any part of it.

El Paso, Texas,
July 15, 1919.

Geo W Hoadley
Field Assistant.

El Paso, Texas, July 15, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quit-
claim deed dated July 11, 1919, running from J. M. Langford
to the United States of America.

Yours very truly,

CFHarvey

Enc 1.

Asst. District Counsel.

Franklin Drain