

780

BUCHANAN, GEORGE, et. ux., Alice S.

QUITCLAIM DEED

104

JUAN DE HERRERA LATERAL

0023 - 0077 - 0025 - 00

11-(23) Texas

7

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

Know all Men by these Presents:

THAT We, George Buchanan and Mrs. Alice S. Buchanan, husband and wife,

of the County of El Paso, State of Texas, for and in consideration of the sum of One and 0/100 (\$1.00) DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto,

~~of the County of~~ ~~the~~ ~~of~~, 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, its

~~assigns~~ 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 situated in the southwest quarter of the southwest quarter of section thirty-one (31), township thirty-one (31) south, range seven (7) east, United States Reclamation Service survey, Ysleta Grant, and included in a strip of land sixty (60) feet wide lying thirty (30) feet on each side of a center line described as follows: Beginning at station 305 plus 45.2 of said center line, a point on the property line of Vendor and Jesus Candelaria, said property line bearing south 63°04' west and from which point a concrete post, the northeast corner of Vendor's tract, bears north 63°04' east 71.5 feet and the southwest corner of said section thirty-one (31) lies south one thousand one hundred eighty-three and eight-tenths (1,183.8) feet and west four hundred twenty-six and four-tenths (426.4) feet; thence south 37°34' east one hundred ninety-one and five-tenths (191.5) feet; thence to the right along the arc of a curve tangent to the last course and having a radius of one hundred ninety-three and two-tenths (193.2) feet a distance of thirty-four and six-tenths (34.6) feet, based on 100-foot chords, to station 307 plus 71.3 of said center line, a point on the property line of land between Vendor and W. J. Harris, said property line bearing south 22°49' west and the curve at this point is tangent to the course south 27°12' east and from which point a concrete post, the southeast corner of Vendor's tract of land bears north 22°49' east 102.2 feet and the southwest corner of said section thirty-one (31) lies south one thousand two and nine-tenths (1,002.9) feet and west five hundred sixty-one and four-tenths (561.4) feet; said tract of land containing thirty-one hundredths (0.31) acre, more or less;

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, its

~~XXXX~~ heirs and assigns forever.

WITNESS our hand this the 30th day of July, A. D. 1919

Witnesses at Request of Grantor

MRS ALICE S BUCHANAN

GEORGE BUCHANAN

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 191, at

o'clock and minutes M.

Clerk.

Deputy.

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
George Buchanan

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 30th day of July, A. D. 19 19

My com ex June 1st 1921

Geo W Hoadley

Notary Public

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 Alice S Buchanan wife of
George Buchanan

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 she 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 30th day of July, A. D. 19 19

My com ex June 1st 1921

GEO. W. HOADLEY

Notary Public

THE STATE OF TEXAS, }

COUNTY OF EL PASO, }

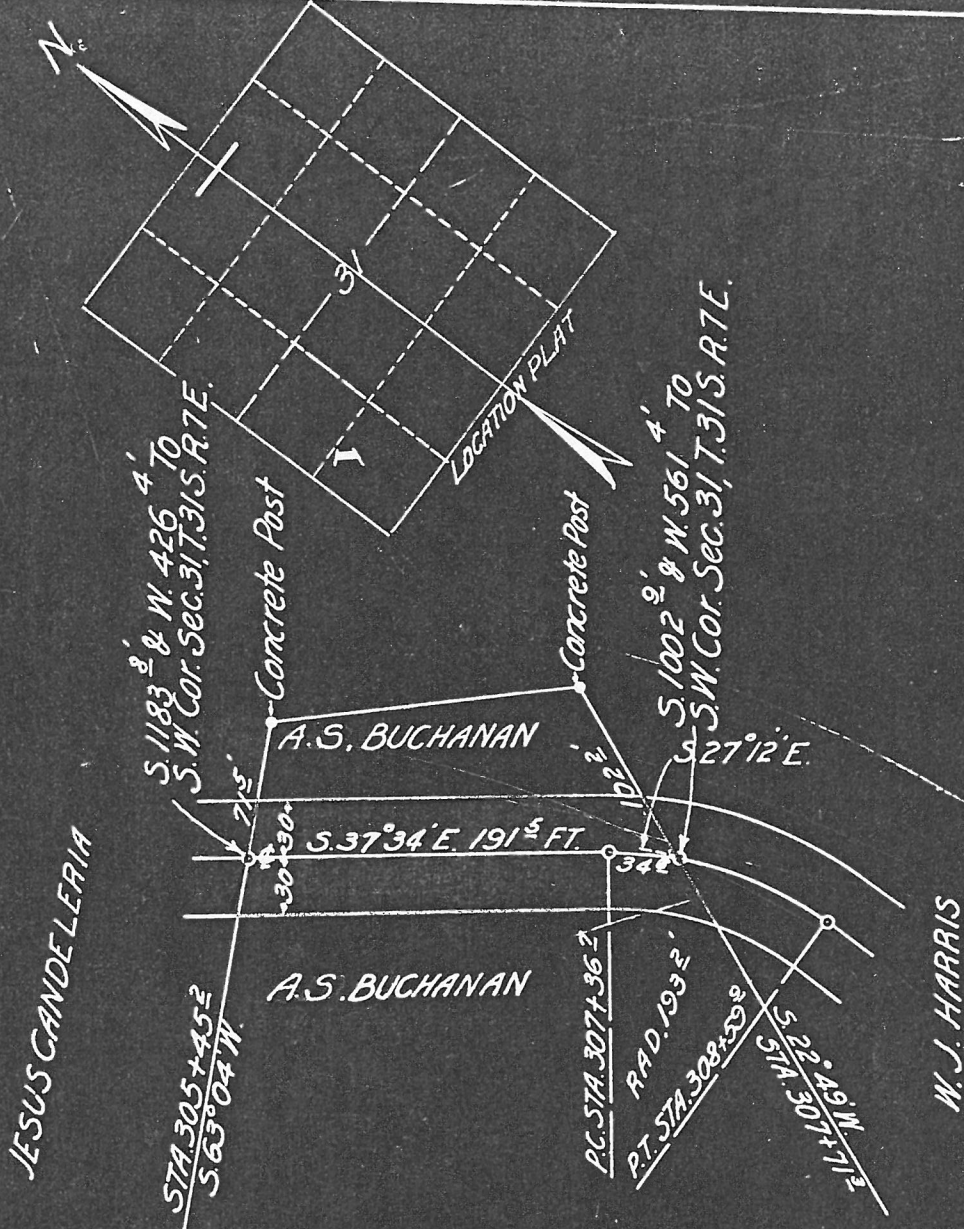
I, Clerk of the County

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 30 day of 1903, A. D. 19, at o'clock M.
in the records of said County, in Volume 309 on Pages 412 403

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.



RIGHT OF WAY
 THROUGH PROPERTY OF
 ALICE S. BUCHANAN

.31 Acre
 In the SW 1/4 of SW 1/4 Sec. 31,
 T. 31 S. R. 7 E,
 U.S.R.S. Survey, Ysleta Grant,
 El Paso, County, Texas.

SCALE: 1" = 100'

DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT, N.M. & TEX.
 JUAN D'HERRERA LATERAL
 RIGHT OF WAY

Drawn A.D.D. Recommended
 Checked Approved

897 L 61 El Paso, Tex. Jan 14-18

CERTIFICATE.

I HEREBY CERTIFY, With reference to 0.31 acres of land in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 31, T. 31 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, more particularly described in quitclaim deed dated July 30, 1919, running from George Buchanan and wife to the United States of America:

That the tax records of said county show that George Buchanan, the reputed owner, is the actual owner; that the taxes are paid up to date and that there are no mortgages or other liens upon the said land; and that my personal inspection of the land shows that it is in the possession of the said grantors and that no other person is occupying the said land adversely to said grantors.

C F HARVEY

Assistant District Counsel.

El Paso, Texas,
July 31, 1919.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico - Texas

THIS AGREEMENT, Made the 30th day of July,

nineteen hundred and nineteen, in pursuance of the act of June 17,
and acts amendatory thereof or supplementary thereto
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 George Buchanan and Mrs. Alice S. Buchanan,
husband and wife,

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

WITNESSETH, The parties covenant and agree that:

~~Article IX of the Contract will~~

WHEREAS, Under date of July 30, 1919, a quitclaim deed
was executed by said George Buchanan and his wife, Con-
tractor, relasing and quitclaiming to the United States
of America a certain tract of land for right of way for
Juan d'Herrera lateral system, situated in the county of
El Paso, State of Texas, in the southwest quarter of the
southwest quarter of Section 31, Township 31 south, range
7 east, United States Reclamation Service survey, Ysleta
grant, and included in a strip of landm 60 feet wide lying
30 feet on each side of a center line described as follows:
Beginning at station 305 plus 45.2 of said center line, a
point on the property line of Vendor and Jesus Candelaria
said property line bearing south 63°04' west and from which
point a concrete post the northeast corner of vendor's tract
bears north 63°04' east 71.5 feet and the southwest corner
of said section 31 lies south 1,183.8 feet and west 426.4
feet; thence south 37°34' east 191.5 feet; thence to the
right along the arc of a curve tangent to the last course
and having a radius of 193.2 feet a distance of 34.6 feet
based on 100 foot chords to station 307 plus 71.3 of said
center line, a point on the property line of land between
Vendor and W.J.Harris, said property line bearing south
22°49' west and the curve at this point is tangent to the
course south 27°12' east and from which point a concrete
post, the southeast corner of vendor's tract of land bears
north 22°49' east 102.2 feet and the southwest corner of
said section 31 lies south 1,002.9 feet and west 561.4 feet;
said tract of land containing 0.31 acre, more or less; and

WHEREAS, The United States, in constructing said Juan d'Herrera lateral system, desires immediate possession of the above described tract of land for said right of way purposes; and

WHEREAS, The Contractor is the owner of the improvements, consisting of clearing and leveling, and stand of alfalfa, on the aforesaid tract of land,

NOW, THEREFORE, For and in consideration of the sum of Thirty and 60/100 (\$30.60) -----Dollars 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 whatsoever nature by reason of the damage the contractor has sustained or may hereafter sustain as a result of the operations of the Reclamation Service as aforesaid; and it is further understood and agreed that the United States, its agents, officers and employees, shall at all times have the right to go upon said above described land for the purpose of surveying, constructing, repairing, operating, and maintaining said Juan d'Herrera lateral system, or any portion thereof, or any structures appurtenant thereto, and any damage to crops or other improvements thereon belonging to the Contractor that may result in consequence of such entry are hereby waived by the Contractor as hereinbefore provided.

Article 1. 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. 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.

Article 3. The contractors expressly warrant that they have employed no third person to solicit or obtain this contract in their 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 they have 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 them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered or supposed to have been rendered, in the procurement of this contract. They further agree 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 contractors in the regular course of their business.

~~Article 1. 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.~~

~~in dealing with customers other than the Government and whose compensation~~

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.

~~Article 2 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. M. Lawson,

Project Manager, U. S. R. S.

Mrs. Alice S. Buchanan

George Buchanan

Contractor.

P. O. address Ysleta, Texas

Approved:

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 Texas }
COUNTY OF El Paso } ss:

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

Project Manager, U. S. R. S.

Subscribed and sworn to before me at El Paso, Texas,

[OFFICIAL SEAL.]

this _____ day of _____, A. D. 191 9 My commission

expires June 1, 1921

Notary Public in and for El Paso,
County, Texas.

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

CERTIFICATE.

I HEREBY CERTIFY that the land described in the agreement dated July 30, 1919, with George Buchanan and wife, is required for purposes authorized by the Act of June 17, 1903 (32 Stat. 388), namely, as right of way for Juan d' Herrera lateral system, a part of the Rio Grande project; that the consideration to be paid thereunder, \$30.60, is reasonable and the lowest that could be obtained; this price being arrived at by taking 0.2 acre, cut off from main part of tract and rendered practically valueless, plus the 0.31 acre of actual canal right of way, or a total of 0.51 acre at \$60 per acre; and I recommend that the contract be approved.

L M LATSON

Project Manager.

El Paso, Texas,
July 30, 1919.

El Paso, Texas, July 30, 1919.

County Clerk for El Paso County,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quit-
claim deed dated July 30, 1919, running from George Bu-
chanan and wife to the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

We, the undersigned members of the Board designated to fix the value of the land proposed to be purchased by the United States from George Buchanan as right of way for the Juan de Herrera Lateral Rio Grande Project, as shown upon agreement to sell hereto attached, find that the fair and reasonable value of said land and rights is \$ 60⁰⁰/100 the Acre.

Joe Bellizzi
Representative El Paso Valley
Water Users Association.

Geo. W. Hoadley
Representative U.S. Reclamation
Service.

El Paso, Texas,

2/15 1918 .

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, SEP 5 - 1919, 19

Project Manager to the Director and Chief Engineer ~~XXXXXXXXXXXXXXXXXXXX~~

Subject: Forwarding ~~XXXXXXXXXXXXXXXXXXXX~~ donation deed for acceptance and filing.
~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~ Deed dated July 30, 1919 Rio Grande Project

Executed ~~XXXXXXXXXXXXXXXXXXXX~~ by George Buchanan and wife,

~~XXXX~~ United States.

Estimated amount involved, \$ 0

Authority No. 5-0-2
or clearing acct.

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

Purpose: Donation of right of way for Juan d' Herrera canal.
(See instructions on back.)

Recorded BK 330/503

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

incl. Original deed.
Certificate as to title.
1 blueprint.

I 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 ~~XXXXXXXXXXXX~~ accepted by MORRIS BIEN,
Assistant to the Director.
on SEP 20 1919

SEP 10 1919 2483

CARAI Juna de Herrera COUNTY El Paso

1. Mailing address of each party Alice S. Buchanan
Ysleta, Texas

2. Personal status of each party (married, single, widow or widower): Married

3. List of improvements (state, as by itemized bill, how total consideration was fixed):
Alfalfa

4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:

No liens or mortgages
5. State whether or not land is homestead property: Not Homestead

6. Survey number of tract (if not embodied in land description):
If not survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):
Acres 6 1/4 A : assessed at \$ 30460
other available information 31 30460

7. Grantor will order title guaranty.
Grantor agrees that Service may order title guaranty and make deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the licnor).
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.

8. Cost of structures to be built by Service. None

Wifes separate Property.