

780

BUCHANAN, GEORGE, et. ux., Alice

QUITCLAIM DEED

104

JUAN DE HERRERA LATERAL

0023-0074-0013-00

7-(13) Texas

780

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS: THAT

We, George Buchanan and Alice Buchanan, husband and wife,

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

to us in hand paid by the United States of America, acting pursuant to the Act of Congress of June 17, 1908 (35 Stat. 588), and acts amendatory thereof or supplemental thereto,

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 successors 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 one-quarter of a mile north of the town of San Jose, Texas, in the northeast quarter of the northwest quarter (NE 1/4) of section twenty-two (22), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, and being also in the Yaleta Grant and described as follows: Beginning at the north corner of the tract of land herein described, which is a point on the property line between land of the Grantors and Jose Provencio, from which point the northwest corner of said section twenty-two (22) bears north 85°34' west 1575.47 feet; thence south 64°36'15" east 650.7 feet; thence south 51° 16' east 62.92 feet to a point on the property line between land of the Grantors and J. Smith and from which last mentioned point the northwest corner of said section twenty-two (22) bears north 77°38' west 2252.13 feet; thence along the last mentioned property line south 44° 4' 45" west 70.04 feet; thence north 64°36'15" west 626.71 feet to a point on the property line between land of the Grantors and C. King; thence along the last mentioned property line north 55°30'15" west 80.0 feet to a point on the above mentioned property line between land of the Grantors and Jose Provencio; thence along this said above mentioned property line north 55°45'30" east 59.18 feet to the point of beginning; said tract of land containing one and thirteen-hundredths (1.13) 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 The United States of America, its successors

heirs and assigns forever.

WITNESS our hand on this 28 day of March A. D. 19 18

Witness at Request of Grantor:

George Buchanan

Alice Buchanan

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, H. Loewenstein, 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 22 day of March A. D., 1922

(Seal)

H. Loewenstein
Notary Public for El Paso Co., Texas

THE STATE OF TEXAS

COUNTY OF EL PASO.

Before me, H. Loewenstein

in and for El Paso County, Texas, on this day personally appeared Alice 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 Alice Buchanan 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 22 day of March A. D. 1922

(Seal)

H. Loewenstein
Notary Public for El Paso Co., Texas

THE STATE OF TEXAS

COUNTY OF EL PASO.

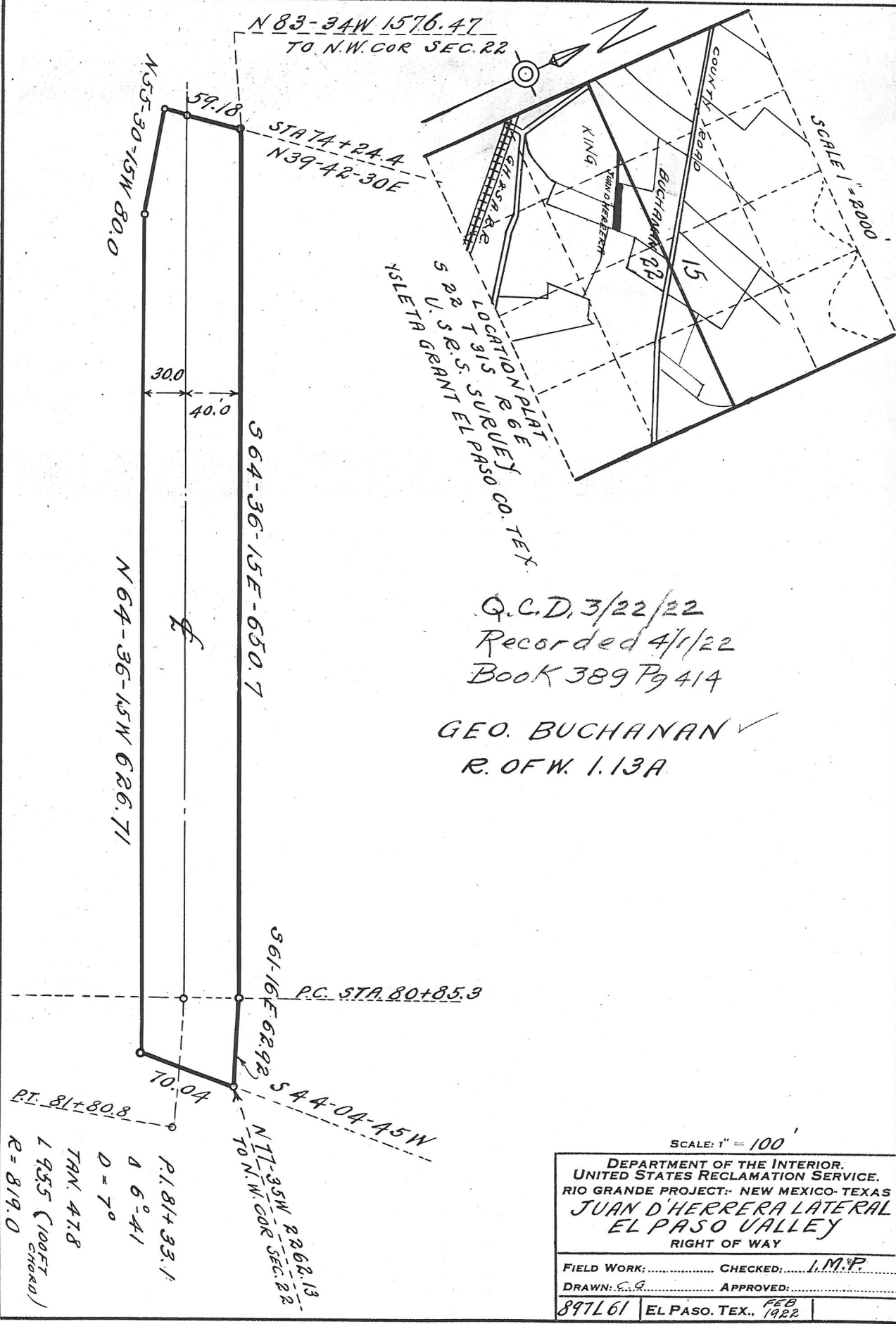
I W. D. Greet Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 22 day of March, A. D. 1922 with its certificate of authentication, was filed for record in my office this 24 day of April, A. D. 1922 at 2:55 o'clock P M and duly recorded the 1 day of April, A. D. 1922 at 10:10 o'clock A M in the records of said County, in Volume 569 on Pages 414

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.

(Seal)

W. D. Greet
Clerk County Court, El Paso County, Texas.
By Florence C. Rook, Deputy.



Q.C.D. 3/22/22
 Recorded 4/1/22
 Book 389 Pg 414

GEO. BUCHANAN ✓
 R. OF W. 1.13A

P.I. 81+80.8
 D = 70
 TAN. 47.8
 1955 (100 FT CHORD)
 R = 819.0

SCALE: 1" = 100'

DEPARTMENT OF THE INTERIOR.
 UNITED STATES RECLAMATION SERVICE.
 RIO GRANDE PROJECT - NEW MEXICO - TEXAS
 JUAN D'HERRERA LATERAL
 EL PASO VALLEY
 RIGHT OF WAY

FIELD WORK: CHECKED: I.M.P.
 DRAWN: C.G. APPROVED:
 897L61 EL PASO, TEX., FEB 1922

U. S. RECLAMATION SERVICE DEPARTMENT OF THE INTERIOR
RECEIVED UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, July 26, 1922.
AUG 14 1922 (Place.) (Date.)

Project Manager to Chief Engineer, through District Counsel.

Subject EL PASO TEXAS Donation
Forwarding ~~contract~~ dated March 22, 1922 for ~~approval~~
deed *execution*
acceptance

From ~~George Buchanan and wife~~

Estimated amount involved, \$ 1.00
Accompanied by bond and 2 copies
(Insert "Yes" or "No" bond.) **NO bond**

Authority No. 50-2
or Clearing Acct.

Purpose:

Donation of 1.15 acres of land for right of way for the
Juan Q. Herrera Canal

Advise Project Manager at El Paso, Texas ✓
(Post office address.)

District Counsel at El Paso, Texas
(Post office address.)

and Chief Engineer, Denver, Colorado

of the ~~approval~~ *execution* of the above, using extra copy hereof.
acceptance

NOTE.—Before submitting contract or deed, see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, page 205, Vol. I of Manual.

Inclosures from project office:

Original and 4 copies of this form letter.

Original and 1 copy of ~~contract~~.

" " 1 " Possessory certificate
" " 1 " *deed* certificate as to title

2 blueprints

L. H. Lawson
Project Manager
(Signature.)

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

by Chief Engineer, on

Active Chief Engineer to Director: Denver, Colo., JUL 31 1922

It is recommended that the above-described ~~contract~~ *executed* be approved
and bond if any, approved. *deed* *accepted*
Inclosures listed on reverse. P. F. Winter
(Signature.)

Washington, D. C., AUG 8 - 1922

~~Contract approved and bond, if any, approved by~~
deed *accepted*

AUG 8 - 1922

Morris Bien, Assistant Director, U.S.R.S.

Handwritten notes:
3911
P.M.D.
District Counsel

Handwritten notes:
P.M.D.
District Counsel
JUL 26 1922

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land acquired by the United States by quit claim deed dated March 22, 1922, running from George Buchanan and wife, to the United States; the said land lying in the Northeast quarter of the Northwest quarter of Section 22, Township 31 South, Range 6 East, United States Reclamation Service survey, El Paso County, Texas, and having been acquired for the Rio Grande Project, and that at the time of the execution of said deed the said grantors were in actual, sole and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the grantors is in possession of any part of it.

GEO. W. HOADLEY
Assistant Engineer

El Paso, Texas, March 25, 1922.

El Paso, Texas, March 24, 1922.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated March 22, 1922, running from George Buchanan et ux. to the United States.

Very truly yours,

P W DENT

incl.

District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT TEXAS -- NEW MEXICO

THIS AGREEMENT, made the 6th day of March, nineteen hundred
and twenty-two, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof ~~and~~ ^{or} 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
George Buchanan and Alice Buchanan, husband and wife,

hereinafter styled ~~Contractor~~ ^{Vendor,} their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

2. The Contractor will

2. For and in consideration of the payments to be made by the
United States, as hereinafter provided, and of the covenants herein
contained, the Vendor does hereby sell, assign, transfer and set
over to the United States free and clear of any lien or incumbrance,
all buildings, fences, ditches, seedings, growing crops, trees,
and shrubbery, and any and all other improvements of whatsoever
kind or nature, upon, attached to, or growing upon that certain
piece or parcel of land situated in the County of El Paso, State
of Texas, particularly described as follows, to wit:

A tract of land approximately one-quarter of a mile north
of the town of San Jose, Texas, in the northeast quarter of the
northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of section twenty-two (22), township
thirty-one (31) south, range six (6) east, United States Reclama-
tion Service survey, and being also in the Ysleta Grant and de-
scribed as follows: Beginning at the northeast corner of the
tract of land herein described, which is a point on the property
line between land of the Vendor and Jose Provencio, from which
point the northwest corner of said section twenty-two (22) bears
north eighty-three (83) degrees thirty-four (34) minutes west
one thousand five hundred seventy-six and forty-seven hundredths
(1576.47) feet; thence south sixty-four (64) degrees thirty-six

Correct as to Engineering Data
S. J. W.

(36) minutes fifteen (15) seconds east six hundred fifty and seven-tenths (650.7) feet; thence south sixty-one (61) degrees sixteen (16) minutes east sixty-two and ninety-two hundredths (62.92) feet to a point on the property line between land of the Vendor and J. Smith and from which last mentioned point the northwest corner of said section twenty-two (22) bears north seventy-seven (77) degrees thirty-five (35) minutes west two thousand two hundred sixty-two and thirteen-hundredths (2262.13) feet; thence along the last mentioned property line south forty-four (44) degrees four (4) minutes forty-five (45) seconds west seventy and four-hundredths (70.04) feet; thence north sixty-four (64) degrees thirty-six (36) minutes fifteen (15) seconds west six hundred twenty-six and seventy-one hundredths (626.71) feet to a point on the property line between land of the Vendor and C. King; thence along the last mentioned property line north fifty-five (55) degrees thirty (30) minutes fifteen (15) seconds west eighty (80.0) feet to a point on the above mentioned property line between land of the Vendor and Jose Provencio; thence along this last mentioned property line north thirty-nine (39) degrees forty-two (42) minutes thirty (30) seconds east fifty-nine and eighteen-hundredths (59.18) feet to the point of beginning; said tract of land containing one and thirteen-hundredths (1.13) acres, more or less.

3. The Vendors, on behalf of themselves, their heirs and assigns, release, acquit, and discharge the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance thereon of works pertaining to the United States Reclamation Service.

4. In consideration whereof, the United States agrees to pay to the Vendors the sum of two hundred and 58/100 (\$200.58) dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendors hereby ratify and confirm the grant to the United States of the right of way across lands herein referred to in stock-subscription contract with El Paso Valley Water Users' Association.

6. The Vendors will furnish before payment, satisfactory evidence that they are the owners of said improvements and the land on which the same are situated, and that the same are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which they may have in their possession, for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements,

and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

7. The Vendors, upon request by the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Reclamation Service are necessary to show good title, unincumbered, in the Vendors to the property purchased.

8. Liens or incumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence of any lien or incumbrance over this agreement, nor as an assumption of the same by the United States.

9. The United States agrees to permit the Vendors to retain possession of the strip or parcel of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after the date hereof, unless prior thereto it becomes necessary to occupy said strip of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendors agree that whenever so notified they will immediately yield and deliver up the possession of said strip of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

Vendor

10. The ~~contractor~~ Vendor 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

..... 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.

GEORGE BUCHANAN
ALICE BUCHANAN

.....
Contractor.

* By.....

P. O. Address **Ysleta 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 as to Title.

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

A tract of land containing 1.13 acres, more or less, in the northeast quarter of the northwest quarter of sec. 22, T. 31 S., R. 6 E., United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with George Buchanan et ux. dated March 8, 1922:

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors, who are the reputed owners, are the actual owners, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land.

El Paso, Texas,
March 8, 1922.

G F HARVEY

Clerk.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated March 8, 1922, with George Buchanan et ux. is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Juan d'Herrera lateral, a part of the Rio Grande project; that the consideration to be paid thereunder, \$200.58, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
March 8, 1922.

E. W. LAWSON

Project Manager.

Rio Grande Project,
El Paso, Texas, March 8, 1922.

POSSESSORY CERTIFICATE.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from George Buchanan et ux., in the northeast quarter of the northwest quarter of sec. 22, T. 31 S., R. 6 E., United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners 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.

Geo W HOADLEY

Assistant Engineer.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso Texas March 8 1922

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated March 8 1922

George Buchanan et ux.

Estimated amount involved, \$ 200.58

Authority No.

Accompanied by bond and copies.

or Clearing Acct.

(Insert "Yes" or "No" bond.)
no bond.

50-2

Purpose: Purchase of improvements on stock-subscribed land taken for right of way for Juan & Herreras canal. Consideration to be paid arrived at by allowing \$177.50 per acre for 1.13 acres of alfalfa stand and crop.

Advise Project Manager at El Paso Texas

(Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

- Orig. and 4 copies contract.
- Orig. and 2 copies certificate of recommendation.
- Orig. and 2 copies possessory certificate.
- Orig. and 2 copies f.l.t.
- Orig. and 2 copies certificate as to title.
- 3 blueprints.

Handwritten notes: 1775, 1773, 53, 25, 1775, 05573

L. H. LAWSON
(Signature)

El Paso Texas March 8 1922

(Place)

(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by O F Harvey

on March 8 1922

Asst District Counsel,

Inclosures as follows returned to Project Manager:

6-6365

- Orig. and 3 copies contract.
- Orig. and 1 copy certificate of recommendation.
- Orig. and 1 copy possessory certificate.
- Orig. and 1 copy f.l.t.
- Orig. and 1 copy certificate as to title.
- 2 blueprints.

CERTIFICATE AS TO TITLE

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

A tract of land containing 1.13 acres, more or less, in the Northeast quarter of the Northwest quarter of Sec. 22, T. 31 S., R. 6 E., United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with George Buchanan et ux. dated March 8, 1922;

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors, who are the reputed owners, are the actual owners, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land.

C. F. HARVEY,
Clerk.

El Paso, Texas, March 8, 1922.

I HEREBY CERTIFY that the above is a full, true and literal exemplification of the certificate as to title transmitted with the above mentioned agreement covering the purchase of improvements on the identical tract of land described in attached quit claim deed.

P. W. Dent
District Counsel

El Paso, Texas, July 25, 1922.

CANAL Juan de Herrera COUNTY El Paso

1. Mailing address of each party Geo. Buchanan & wife
Yoleta

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):
1.13 Acres alfalfa - 177.50 = 200.58

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

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 _____ : assessed at _____
other available information _____

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