

280 GILBERT, J. A., et. ux., Abbie QUITCLAIM DEED JUAN DE HERRERA LATERAL

104

0023-0077-0008-00

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

Know all Men by these Presents:

THAT We, J. A. Gillett and Abbie Gillett, 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, in pursuance of the act of Congress of June 17, 1902 (32 Stat. 388),

of the County of ~~El Paso~~ ~~and~~ ~~the~~ State of Texas, 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 situated in the SE 1/4 N.W. 1/4 of Section 26, Township 31 South, Range 6 East of the U.S.R.S. Survey, and in Ysleta (Texas) Grant, being all the land of Vendor included in a tract of land 60 feet wide, lying 30 feet on each side of a center line described as follows: Beginning at Station 178+09.0 of said center line a point on the property line, produced between Vendor and Patton and Gibson, said property line bearing North 12°39' East from which point the Northwest corner of Section 26, Township 31 South, Range 6 East lies North 1568.2 feet and West 1820.5 feet; thence to the right along the arc of a curve tangent to the course South 62°36' East and having a radius of 287.9 a distance of 48.8 feet; thence South 52°50' East 39 feet; thence to the left along the arc of a curve tangent to the last course and having a radius of 716.8 ft, a distance of 107.7 feet; thence South 61°27' East 104.6 feet to Station 184+61.7 of said center line, a point on the property line between Vendor and M.S. Graves from which point the Northwest corner of Section 26, Township 31 South, Range 6 East lies North 1938.9 feet and West 2355.5 feet; said property line bearing South 28°10' West 45.9 feet to a concrete post and North 28°10' East 13.8 feet to a concrete post the Northwest corner of H. Jensen; thence with the property line between Vendor and said H. Jensen North 48°14' East; said tract of land containing .71 of an acre, more or less, of which .33 of an acre is occupied by a ditch known as the Pena Ditch, said Pena Ditch being the property of the United States;

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

heirs and assigns forever.

WITNESS our hand s this the 19th day of January, A. D. 191 8

Witnesses at Request of Grantor

J A GILLETT
Abbie Gillett

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 191, at

o'clock and minutes M.

Clerk.

By Deputy.

Ellis—El Paso

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

Before me, W C Denton, a Notary Public in and for
El Paso County, Texas, on this day personally appeared
J A Gillett

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 19th day of January, A. D. 1918
(SEAL) W C Denton

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

Before me, W C Denton, a Notary Public in and for
El Paso County, Texas on this day personally appeared Abbie Gillett
J A Gillett 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 by me fully explained to her, she, the said Abbie Gillett 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 19th day of January, A. D. 1918
(SEAL) W C Denton

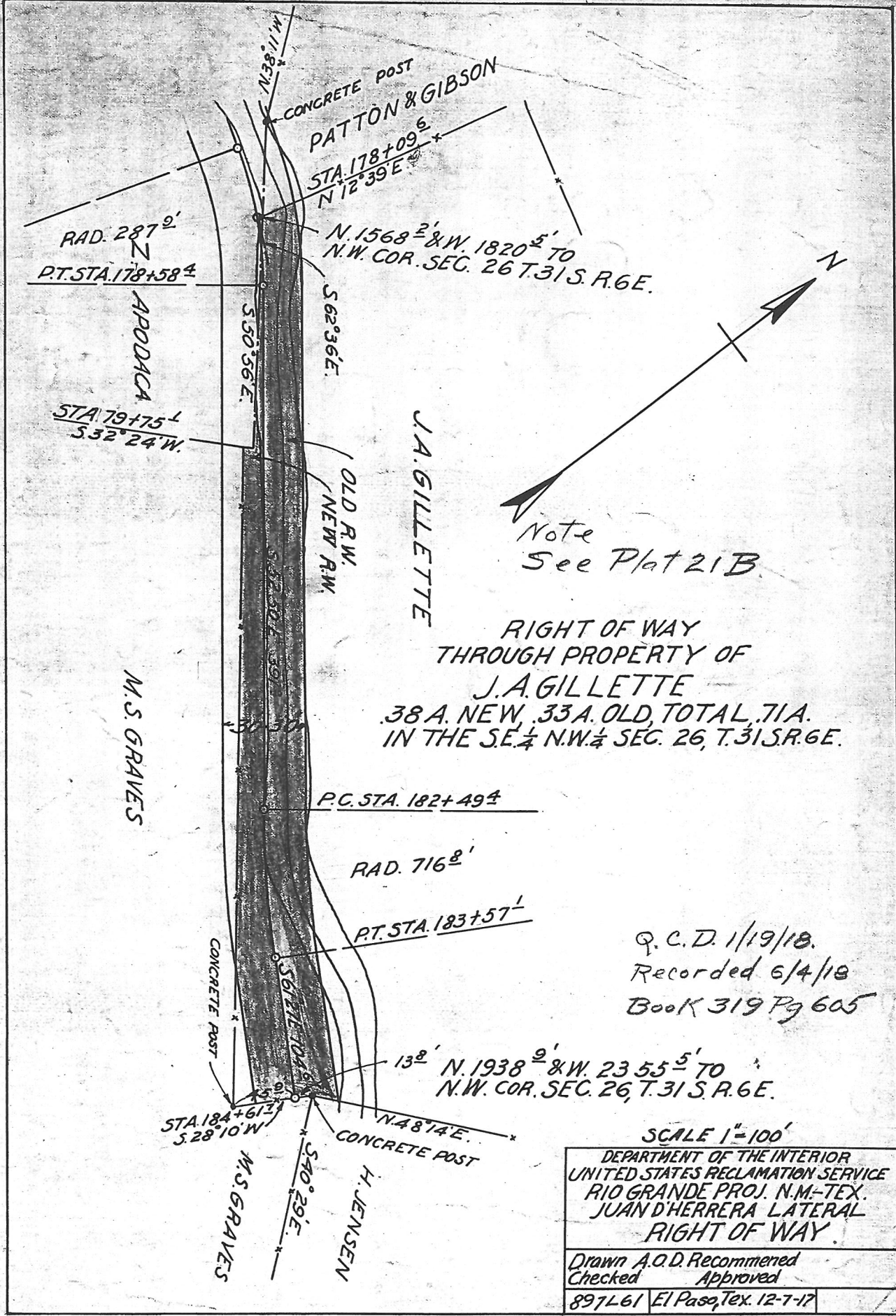
THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

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. 1918 with its certificate of authentication, was filed for record in my office this day of A. D. 1918, at o'clock M. and duly recorded the day of A. D. 1918, at o'clock M. in the records of said County, in Volume 319 on Pages 605

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.



El Paso, Texas, October 17, 1918.

From Assistant District Counsel

To Chief Counsel, Washington, D. C.

Subject: Voucher No. 184, fiscal year 1919, accounts L. S. Kennicott, in the sum of \$80 in favor of J. A. Gillett for the purchase of improvements on lands donated by quitclaim deed - Rio Grande project.

1. Receipt is acknowledged of your letter of October 11.
2. The donation deed for lands whereon were located the improvements to be paid for is dated January 19, 1918, and was duly accepted under date of July 19, 1918, by the Acting Director. The contract covering the improvements is dated June 4, 1918, was transmitted under date of July 9, 1918, and approved under date of July 30, 1918, by the Acting Director. With the contract, as also with the donation deed, were transmitted the necessary supporting papers, and the papers are, of course, all now retained in the Washington office, nothing, in the case of such transactions being returned to the Project office, except notices of acceptance, of the deed, and of approval of the contract.

C F HARVEY

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

From Chief Counsel

To District Counsel, El Paso, Tex.

October 11, 1918.

Subject: Voucher #184, fiscal year 1919, accounts L. S. Kennicott, in the sum of \$80 in favor of J. A. Gillett for the purchase of improvements on lands donated by quitclaim deed.- Rio Grande project.

1. This voucher is now before me for the purpose of determining the legal requirements. However, it is accompanied by no papers whatever as required by the reclamation manual. Before going to the Auditor it will be held for the required documents.

W. C. King

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas, June 4 1918 JUL 9 1918

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith:

Agreement dated June 4, 1918 Rio Grande Project.

Executed by L M Lawson Project Manager

With J A Gillett

Estimated amount involved, \$ 80.00 (See Reverse, Par. 3.)
Authority No. 6-6-2.

Purpose of agreement: Purchase of improvements on right of way donated for Juan d' Herrera lateral system.

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

- incls.: Orig. & 3 copies contract.
- Certificate of recommendation.
- Possessory certificate.
- 2 blueprints.

L M LAWSON

(Signature.)

Denver, Colo., July 16, 19 18.

It is recommended that the above-described contract be approved. The quitclaim deed referred to in the first Whereas clause is not, under the regulations, transmitted through this office.

Inclosures:

- Orig. & 2 copies of contract.
- " & 3 copies of form letters of transmittal.
- " Certificate of necessity.
- 1 blue print.

W. F. WALTER
Acting Chief of Construction.

Washington, D. C., JUL 30 1918

Contract (and bond, if any), was approved by Morris Bien, Acting Director

on JUL 30 1918

Morris Bien, Acting Director

JUL 22 '18 84559 (Over.)

Donation deed referred to is dated Jan. 19, 1918 instead of Jan. 7, 1918

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande

New Mexico-Texas

PROJECT

THIS AGREEMENT, Made this 4th day of ~~January~~ June,
eighteen

nineteen hundred and _____, 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 A Gillett**

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

~~_____~~
WITNESSETH The parties covenant and agree that:

ARTICLE 1. The Contractor will

WHEREAS, Under date of January 2, 1918, a quit-claim deed was executed by J A Gillett, Contractor herein, releasing and quit-claiming to the United States of America, a certain tract of land for right of way, **JUAN A' HERRERA LATERAL SYSTEM**, situated in the **SE1/4** of Section 26, Township 31 South, Range 6 East of the U.S.R.S. Survey, and in Yoleta (Texas) Grant, being all of the land of Vendor included in a tract of land sixty(60)feet wide, lying thirty(30)feet on each side of a center line described as follows: Beginning at Sta. 178+09.6 of said center line a point on the property line, produced between Vendor and Fatten and Gibson, said property line bearing North 18°30' East from which point the Northwest corner of Section 26, Township 31 South, Range 6 East, lies North 1566.2 feet and West 1820.6 feet; thence to the right along the arc of a curve tangent to the course South 62°26' East and having a radius of 287.9 feet a distance of 40.8 feet; thence South 62°30' East 391 feet; thence to the left along the arc of a curve tangent to the last course and having a radius of 716.8 feet, a distance of 107.7 feet; thence South 61°27' East 104.6 feet to Station 184+51.7 of said center line, a point on the property line between Vendor and M. S. Graves, from which point the Northwest corner of Section 26, Township 31 South, Range 6 East lies North 1386.9 feet and West 2385.5 feet; said property line bearing South 28° 10' West 45.9 feet to a concrete post and North 28°10' East 13.8 feet to a concrete post the Northwest corner of H. Jensen; thence with the property line between Vendor and said H. Jensen North

48° 14' East; said tract of land containing seventy-one hundredths (.71) of an acre, more or less, of which thirty-three hundredths (.33) of an acre is occupied by a ditch known as the Pena Ditch, said Pena Ditch being the property of the United States; And

WHEREAS, The United States desires immediate possession of the tract of land herein described, in the construction of said Juan d'Herrera Lateral System; And,

WHEREAS, Contractor is the owner of the garden alfalfa growing on said aforementioned tract of land;

NOW, THEREFORE, For and in consideration of the sum of EIGHTY(\$80.00)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 on said tract of land 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 hereinabove 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 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.

~~ARTICLE 1. For and in consideration of the faithful performance of this contract, the contractor shall be paid~~

ARTICLE 2. 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 3. 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 4. 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,

L M LAWSON

By _____

Project Manager, U. S. R. S.

Contractor.

P. O. address **1801 Arts. St.,**
El Paso, 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 _____ }
COUNTY OF _____ } 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 _____; 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.

CERTIFICATE.

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

A tract of land in SE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 26, T. 31 S., R. 6 E., United States Reclamation Service survey, being also in Ysleta Grant, El Paso County, Texas, and more particularly described in quitclaim deed dated January 19, 1918, running from J. A. Gillett and wife to the United States of America:

That the tax records of said county indicate J. A. Gillett, the reputed owner, to be the actual owner; 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

Clerk.

El Paso, Texas,

June 4, 1918.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated June 4, 1918, with J. A. Gillett are 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 system, a part of the Rio Grande project; that the consideration to be paid thereunder, \$80.00, for about 0.38 acre of alfalfa at \$200 per acre, with a small amount added for damage due to a corner of the original holding that was cut off by the canal, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. LAWSON

Project Manager.

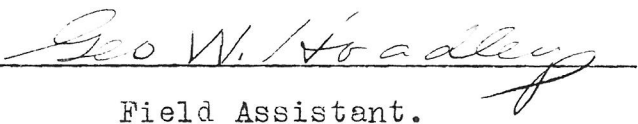
El Paso, Texas.

June 4, 1918.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, June 4, 1918.

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. A. Gillett, in SE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 26, T. 31 S., R. 6 E., U. S. Reclamation Service survey, and also in Ysleta Grant, El Paso County, 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.


Field Assistant.

CH

El Paso, Texas, June 4, 1918.

The County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated January 19, 1918, running from J. A. Gillett and wife to the United States.

Very truly yours,

P W DENT CFM

District Counsel.

incl.

Juan d' Herrera lateral system.