

780

GRAVES, MATTIE P., et. viri, Milton S. QUITCLAIM DEED

164

JUAN DE HERRERA LATERAL

0023-0077-0009-60

11-(9) Texas

78

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

Know all Men by these Presents:

THAT MATTIE P. GRAVES and MILTON S. GRAVES, her husband,

of the County of El Paso, State of Texas for and in consideration of the sum of ONE(\$1.00) DOLLARS,

to them in hand paid by the UNITED STATES OF AMERICA, acting pursuant to the Act of Congress of June 17, 1902(32 Stat., 388)

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

UNITED STATES OF AMERICA, its successors,

and assigns all their 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:

Three small tracts of land aggregating seventeen one-hundredths (.17) of an acre, more or less, situated in the Southeast quarter of the Northwest quarter(SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), and the Southwest quarter of the Northeast quarter(SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section twenty-six(26), Township thirty-one(31)South, Range six(6)East, U. S. R. S. Survey, Ysleta Grant, Texas, being the land owned by Vendor included in a strip of land sixty(60)feet wide lying thirty(30)feet on each side of a center line particularly described in blue print hereto attached and made a part hereof.

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 UNITED STATES OF AMERICA, its successors

and assigns forever.

WITNESS their hands this the 24th day of January, A. D. 1918.

Witnesses at Request of Grantor

GEO. W. HOADLEY

HANS JENSEN

MATTIE P. GRAVES

MILTON S. GRAVES

740

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE  
ACKNOWLEDGMENTS

Mattie O Graves  
Melton S Graves

TO  
MMA

Filed for record, this 28  
day of Jan 1918, at 11  
o'clock and 30 minutes M.  
W. D. Grant  
Clerk.  
By Julia Cook Deputy.

Ellis—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 by me 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, }

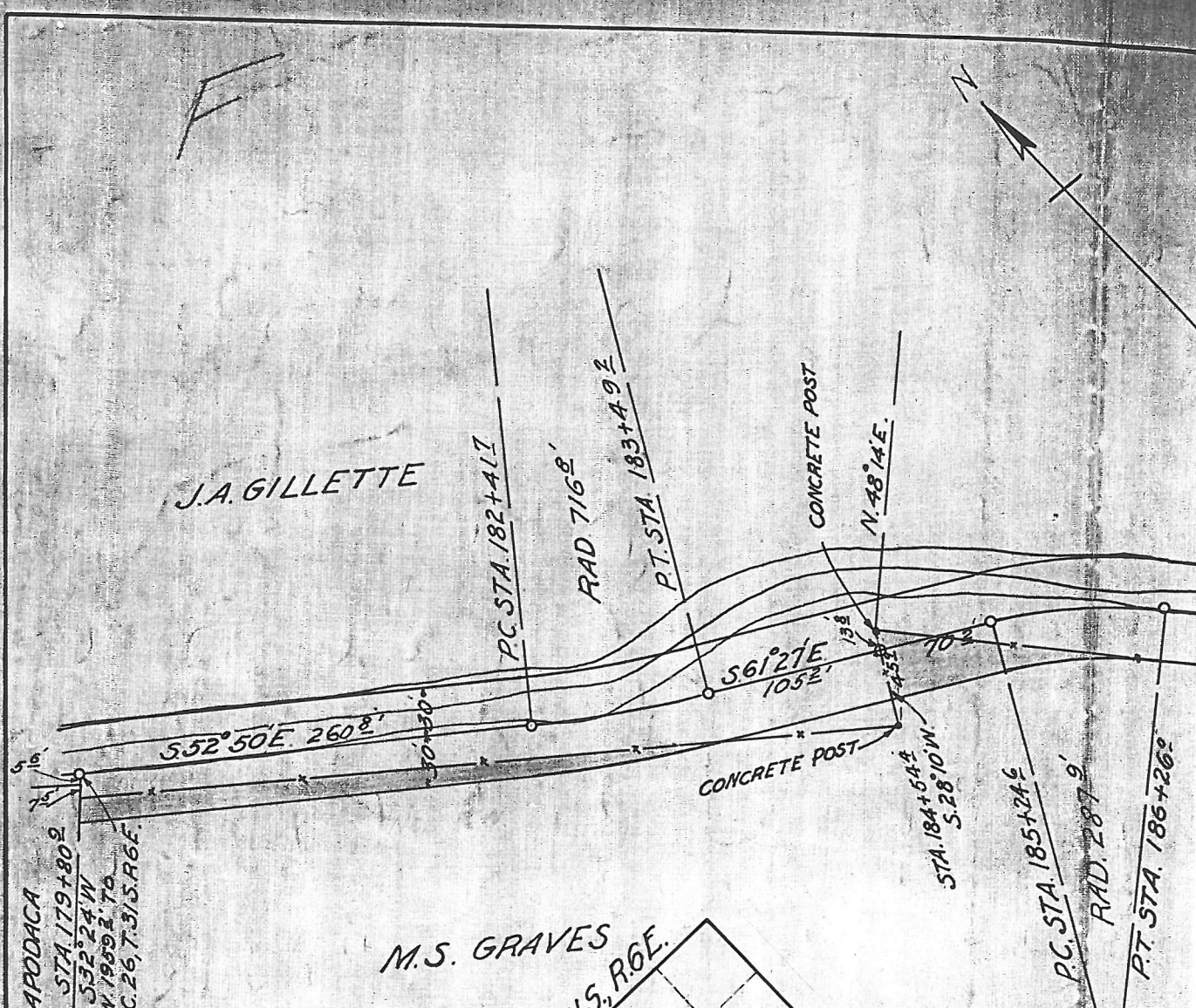
I \_\_\_\_\_ Clerk of the County  
Court of said County, do hereby certify that the above instrument of writing, dated on the \_\_\_\_\_  
day of \_\_\_\_\_, A. D. 19\_\_\_\_ with its certificate of authentication, was filed for record in my  
office this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, 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 315 on Pages 453

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.

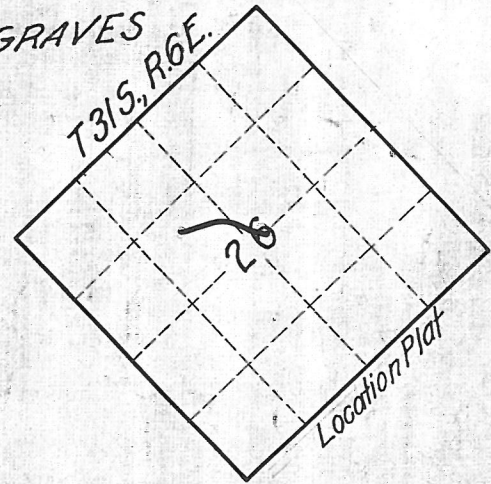




J.A. GILLETTE

Z. APODACA  
 STA. 179+80.2  
 S32°24'W  
 N 166.8' x W 195.2' to  
 N.W. COR. SEC. 26, T.31S. R.6E.

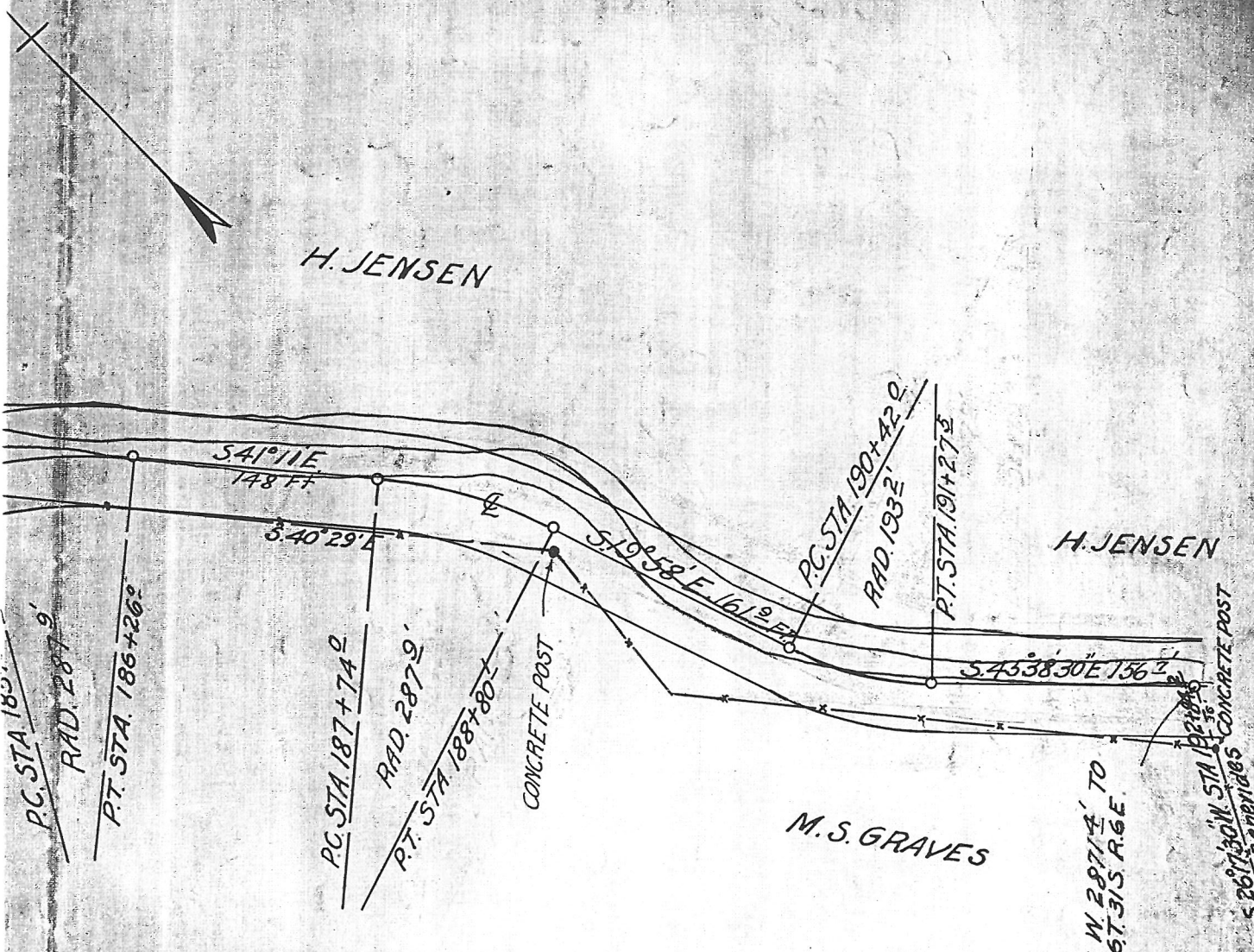
M.S. GRAVES  
 T.31S. R.6E.



RIGHT OF  
 THROUGH PRO  
**M.S. GRAVES**  
 .17 ACR.  
 IN THE SE 1/4 N.W. 1/4 & S.  
 T.31S. R.6E. U.S.R.S. S.  
 El Paso Coun.

Q.C.D.  
 Recd.





RIGHT OF WAY  
 THROUGH PROPERTY OF  
**M.S. GRAVES**  
 .17 ACRE  
 N.W. 1/4 & S.W. 1/4 NE 1/4 SEC. 26  
 S. O.S.R.S. Survey, Ysleta Grant,  
 Paso County, Texas.

Q.C.D. 1/24/18  
 Recorded 1/28/18

Book 315  
 Pg 453

SCALE 1"=100'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJ. N.M.-TEX. JUAN D'HERRERA LATERAL RIGHT OF WAY	
Drawn A.O.D. Recommended Checked G.W.H. Approved	
897 L61	E/ Paso, Tex. 12-10-17

February 25, 1918.

Chief of Construction

Project Manager, El Paso, Texas.

Agreement dated Jan. 25, 1918 with Mattie P. Graves and husband for the purchase of improvements on right of way donated to the United States. Rio Grande project.

1. Reference is made to the Acting Director's letter of February 18, 1918 to this office on above subject, copy to you, from Washington, stating that the quitclaim deed mentioned in the first whereas clause of the agreement of January 25, 1918 with Mattie P. Graves and husband has not been received at Washington, and that approval of said agreement will be withheld until this deed is received there.

2. Will you please see that the quitclaim deed in question is transmitted direct to Washington as soon as practicable after the same has been recorded (par. 47, <sup>page</sup> page 265 of the Manual).

CC - D.C. El Paso, Texas. ✓

F. E. Weymouth

CERTIFICATE.

I, A. B. Preuss, Assistant District Counsel, U. S. Reclamation Service, hereby certify that it appears from an examination of the official records in and for El Paso County, State of Texas, that :

MATTIE P. GRAVES and MILTON S. GRAVES, her husband, are the apparent and reputed owners of the .17 acre of land in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  and the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26, Township 31 South, Range 6 East, U.S.R.S.Survey, Ysleta Grant, conveyed to the United States by donation deed dated January 24, 1918;

There are no existing mortgages, liens or other incumbrances on the land above described; And

The said Mattie P. Graves and Milton S. Graves are in sole and exclusive possession of the property described in the aforesaid deed, claiming to be the owners thereof and no person claiming a right in such property adverse to the grantors is in possession of any part of it.

A. B. Preuss

El Paso, Texas,  
February 20, 1918.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, February 20, 1918.

Project Manager to the ~~Chief of Construction~~ Director  
~~quit-claim deed~~

Subject: Forwarding ~~copy~~ for ~~approval~~ acceptance & filing.

~~Deed~~  
~~agreement~~ dated January 24, 1918. Rio Grande Project.

Executed by Mattie P. Graves et vir

~~to~~ To the United States of America.

Estimated amount involved, \$ 0 (See Gen'l Order No. 124)

~~to be completed by bond and other copies~~ (Strike out if no bond transmitted)

Purpose: Donation R/W Juana & Herrera Lateral System.

(See instructions on back at Pars. 4 and 5)

Advise Project Manager at El Paso, Texas.  
(Post office and State)

and District Counsel at El Paso, Texas.

**CHIEF OF CONSTRUCTION**  
using extra copy or copies hereof. **DENVER, COLORADO**

Incls.

Orig. Deed.  
Cert. A. D. C.  
Blue print.

L. M. LAWSON,

(Signature)

~~Denver, D. C.~~ Washington, D. C. FEB 26 1918, 1918.  
donation deed

The above-described ~~document~~ ~~has been~~ ~~accepted~~  
has been ~~approved~~ accepted and filed.

Mattie Bion, Acting Director  
Director Chief of Construction.  
~~XXXXXXXXXX~~

FEB 25 '18 78282

State of Texas )  
County of El Paso )

Before me, the undersigned authority, on this day personally appeared GEO. W. HOADLEY, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw MATTIE P. GRAVES and MILTON S. GRAVES, the grantors who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the persons who executed the same.

Given under my hand and seal of office this  
26 day of January, A. D. 1918.

Jessie E. W. Howe

My commission expires

June 1, 1919.

**CERTIFICATE.**

**I HEREBY CERTIFY that paragraph regarding removal of liens has been omitted from the**

ENCLOSURE TO THE  
OF THE

OFFICE OF THE

TO THE

THE



CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in attached agreement dated January 25, 1918, with MATTIE P. GRAVES and MILTON S. GRAVES, her husband, are necessary for purposes authorized by the Reclamation Act, viz: for right of way for the JUAN d'HERRERA LATERAL SYSTEM, Rio Grande Project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

---

Project Manager.

El Paso, Texas,  
January 26, 1918.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas, January 26~~, 1918.

Project Manager to the Chief of Construction.

Subject: Forwarding contract for approval.

Agreement dated **January 25, 1918.** **Rio Grande** Project.

Executed by **L. M. LAWSON, Project Manager,**

With **MATTIE P. GRAVES & MILTON S. GRAVES, her husband.**

Estimated amount involved, \$ ~~21.50~~ (See Gen'l Order No. 124)

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

Purpose: **Purchase of Rose Bushes on right of way donated by Contractor for Juan d'Herrera Lateral System.**  
(See instructions on back at Pars. 4 and 5)

Authority No. **50-1**, Division of Construction, Denver, Colorado,

Project Manager at **El Paso, Texas** (Post office and State)

and **District Counsel** at **El Paso, Texas** ✓

using extra copy or copies hereof.

Incls.

Orig. & 3 copies contract with Blue Print attached.

Cert. F.M. in necessity, *Wash. D.C.*  
" in re lien clause (A.D.C.)

**L. M. LAWSON,**  
(Signature)

**FEB 2 1918**, 191

The above-described contract with bond, if any (see above) has been approved.

*Wm. B. ... Acting Director*

Chief of Construction.

FEB-4 1918 76430

2828 Denver, Colo. Jan. 30, 1918

R. F. Walter  
Actg. Chf. of Constr.

Orig. & 3 copies form letter  
" " 2 " contract  
" " Cert. of Necessity.  
" " regarding omission of paragraph  
covering removal of line  
3 blueprints.

Respectfully transmitted to Director, Washington :  
for approval.

2577

El Paso, Texas, Jan. 26, 1918.

The County Clerk,

El Paso, Texas.

Dear Sir:

Herewith two quit claim deeds executed by Mattie P. Graves et vir and C. N. Bassett, to the United States for right of way Juan d'Herrera Lateral system.

Please record at your early convenience; especially if it desired the Graves deed be recorded soon.

Thanking you for the courtesy, I am,

Very truly yours,

Asst. District Counsel.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this 25th day of January

eighteen, 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 MATTIE P. GRAVES and MILTON S. GRAVES,  
her husband,

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

~~WITNESSETH, The parties covenant and agree that.~~

~~ARTICLE I. The Contractor will~~

**WHEREAS, Under date of January 25, 1918, a quit-claim deed was executed by MATTIE P. GRAVES & MILTON S. GRAVES, her husband, Contractor herein, releasing and quit-claiming to the United States of America for right of way, JUAN D'HERRERA LATERAL SYSTEM, a certain tracts of land aggregating seventeen one-hundredths (.17) of an acre, more or less, situated in the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), and the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section twenty-six (26), Township thirty-one (31) South, Range six (6) East, U. S. R. S. Survey, Yeleta Grant, Texas, being the land owned by Vendor included in a strip of land sixty (60) feet wide lying thirty (30) feet on each side of a center line particularly described in blue print hereto attached and made a part hereof; and**

**WHEREAS, The United States desires immediate possession of the land herein described for use in the construction of the JUAN D' HERRERA LATERAL SYSTEM; and**

**WHEREAS, Contractor is the owner of the seventy-five (75) cultivated Rose Bushes growing on said aforementioned tracts of land:**

**NOW, THEREFORE, For and in consideration of the sum of**

**- - - TWENTY-ONE 50/100 - - - - - 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 State 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 tracts 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'HERREERA 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.

WITNESSED TO BY THE CONTRACTOR

WITNESSED TO BY THE RECLAMATION SERVICE

WITNESSED TO BY THE RECLAMATION SERVICE

WITNESSED TO BY THE RECLAMATION SERVICE

ARTICLE <sup>1</sup>..... 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,

By L. M. LAWSON,

Project Manager., U. S. R. S.

MATTIE P. GRAVES

MILTON S. GRAVES

*Contractor.*

P. O. address

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.