

780 LANG, E. H. QUITCLAIM DEED JUAN DE HERRERA LATERAL 104

0023-0077-0027-00

11-(27)

780

E.H. Lang

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

Know all Men by these Presents:

THAT E. H. Lang

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 him in hand paid by United States of America, pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388),

~~of the County of~~, ~~and~~ ~~at~~, the receipt whereof is hereby acknowledged, by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said United States of America, its

~~he~~ assigns all his 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 northwest quarter of the northwest quarter of section six (6), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, Yaleta Grant, said tract being sixty (60) feet wide and lying thirty (30) feet on each side of a center line described as follows: Beginning at a point on the property between land of Vendor and Fernando Gemoehipe, said property line having a bearing north 65°23' east and from which point the northeast corner of Vendor's tract bears north 65°28' east sixty-two and five-tenths (62.5) feet and the northwest corner of section six (6) hereinbefore described, lies north eight hundred twenty-three and two-tenths (823.2) feet and west one thousand ninety-seven and five-tenths (1,097.5) feet; thence south 37°55' east one hundred one and two-tenths (101.2) feet; thence to the left along the arc of a curve tangent to the last course and having a radius of one hundred ninety-three and nineteen-hundredths (193.19) feet a distance of 90.4 feet, based on one hundred (100) foot chords, to a point on the property line of Vendor and Mrs. L. Love, said property line having a bearing south 24°41' east and the tangent to the curve at this point bears south 65°02' east and from which point the northwest corner of section six (6) hereinbefore described, lies north nine hundred sixty and one-tenth (960.1) feet and west one thousand two hundred thirty and nine-tenths (1,230.9) feet; said tract of land containing two hundred and sixty-five thousandths (0.265) acre, more or less,

TO HAVE AND TO HOLD all his 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

~~he~~ assigns forever.

WITNESS my hand this the 1st day of March, A. D. 1918

E. H. LANG

Witnesses at Request of Grantor

Geo. H. Hoadley,

A. B. Preuss.

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.

By

El Paso

State of Texas, :
: ss.
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 E. H. Lang, the grantor 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 5th day of March, A. D. 1918.

My commission expires
June 1, 1919.

Notary Public In and For
County of El Paso, State
of Texas.

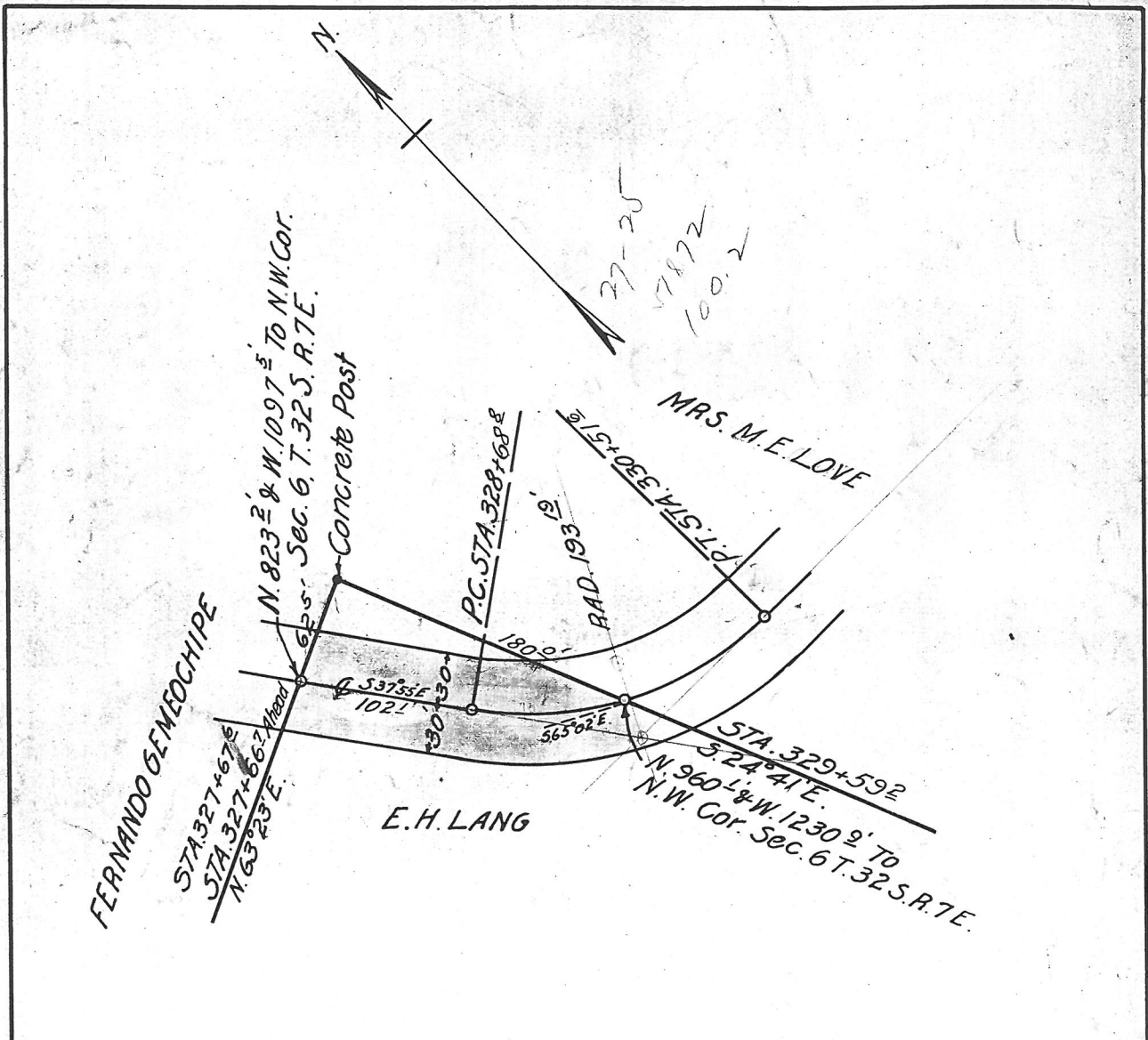
THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

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 8th day of March, A. D. 1918, 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 319 on Pages 112

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
E. H. LANG

.265 Acre
In the N.W. 1/4 of N.W. 1/4 Sec. 6 T. 32 S. R. 7 E.
U.S.R.S. Survey, Ysleta Grant,
El Paso County, Texas.

Q.C.D. 3/1/18
Recorded 3/8/18
Book K 319 Pg 112

Legend:

R/W To be Conveyed.

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.O.D. Checked	Recommended Approved
897-61	El Paso, Tex. Jan. 25/18

El Paso, Texas, April 19, 1918.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Quitclaim deed dated March 1, 1918, from E. H. Lang to land for right of way purposes - Rio Grande project.

1. Receipt is acknowledged of letter of April 15, from the Acting Director.
2. You are advised that the land conveyed in the above deed is not homestead property.
3. A showing to this effect will hereafter be made in all deeds where in the nature of the case it is necessary.

L M LAWSON

Copy to Chief of Construction,
Denver.

Copy for District Counsel,
El Paso.

April 15, 1918.

Acting Director

Project Manager, El Paso, Texas.

Quitclaim deed dated March 1, 1918, from E. H. Lang to land for right of way purposes, Rio Grande project.

1. Receipt is acknowledged of the above mentioned deed, transmitted under your form letter of April 4, 1918.

2. The marital status of the grantor is not given. If the property across which the right of way has been granted is homestead property, the signature of the wife will be required to convey good title to the United States provided the grantor is married.

3. Acceptance of the deed will be held in abeyance awaiting your reply.

Copy to D. C., El Paso, Tex.
" " C. of C.

Morris Bism

CERTIFICATE.

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

A tract of land in NW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 6, T 32 S, R 7 E, United States Reclamation Service survey, Ysleta Grant, El Paso County, Texas, more particularly described in quitclaim deed dated March 1, 1918, running from E. H. Lang to the United States of America:

That the tax records of said county indicate E. H. Lang, 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,

April 4, 1918.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

MAY 8 1918

APR 4 1918

El Paso, Texas, ~~March 15~~, 1918

Project Manager to the Director and Chief Engineer (~~XXXXXXXXXXXX~~)

Subject: Forwarding ~~XXXXXXXXXXXX~~ deed for acceptance
~~XXXXXXXXXXXX~~ Deed dated March 1, 1918 and filing Rio Grande Project.

Executed by E. H. Lang.

~~XXXX~~ To United States.

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

Purpose of agreement: Donation of right of way for Juan & Herrera lateral system.
(See instructions on back, Pars. 4 and 5)

C-2
Post AP

~~Original and true copy of bond herewith~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas.

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

Incl. deed and blueprint.

L M LAWSON

(Signature.)

est. as to title

(The blanks below to be filled in the Washington Office.)

~~XXXXXXXX~~ Accepted by: Morris Bien, Acting Director

MAY 1 - 1918

Date of approval ~~XXXXXXXX~~ acceptance: MAY 1 - 1918

Bond, if any, approved by same officer on same date.

Morris Bien, Acting Director

El Paso, Texas, March 7, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official recording are the following quitclaim deeds running to the United States:

Clemente Candelaria and wife, dated February 28, 1918.

E. H. Lang, dated March 1, 1918.

Refugio Rodela and wife, dated February 28, 1918.

Very respectfully,

District Counsel.

3 incls.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, March 1, 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 E. H. Lang in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of sec. 6, T 32 S, R 7 E, U.S.R.S. survey, 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.

GEO W. HOADLEY,

Field Assistant.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the attached agreement dated February 28, 1918, with E. H. Lang, are required for purposes authorized by the Act of June 17, 1902 (23 Stat. L., 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, \$31.10 (for enhanced value of the land due to stand of alfalfa, not, however, in crop), is just and reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

El Paso, Texas,
March 1, 1918.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE TEXAS.

U. S. Reclamation Service
RECEIVED
APR 23 1918

El Paso, Texas, March 1, 1918.

Project Manager to the Chief of Construction.

Subject: Forwarding contract for approval.

Agreement dated **March 1, 1918** **Rio Grande**

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

With **E. H. Lang.**

Estimated amount involved, \$ **31.00** **Authority 5-6-1**

~~Accompanied by bond and copies~~

(Strike out, if no bond transmitted)

Purpose:
(See instructions on back at Par. 4)

Purchase of improvements on right of
for Juan d'Herrera lateral system. (The
improvements are on land covered by donation
deed referred to in the contract.)

Chief of Construction ~~Denver, Colo., and~~
Advise Project Manager at **El Paso, Texas.**

(Post office and State)

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

using extra copy or copies hereof.

Incls.

Original contract
and 3 copies.
Certificate of recom-
mendation.
Possessory certificate.

(The blanks below to be filled in by Denver office.)

2 bps, **Mark D. C.**
Denver, Colo.,

APR 20 1918

Approved by **Morris Bien, Acting Director**, Chief of Construction.

Date, **APR 17 1918**

Bond, if any, approved by same officer on same date.

Morris Bien, Acting Director

Chief of Construction.

Respectfully transmitted to the Director
Washington, for approval, for the reason that the
quit-claim deed referred to in the first "Whereas" clause
transmitted through this office.
10 Incs: Grigs. & 3 copies of fm. 10 to
"2" e# 8
Possessory Certificate
Certify of Necessity
blue print.
Denver, Colo., March 23, 1918.
Acting Chief of Construction
Is not, under the regulations,

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso PROJECT New Mexico-Texas

THIS AGREEMENT, Made the 1st day of March
nineteen hundred and 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 E. H. Lang,

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

WITNESSETH, The parties covenant and agree that:

~~ARTICLE I. The Contractor will~~

WHEREAS, Under date of March 1, 1918, a quitclaim deed was executed
by E. H. Lang, Contractor herein, releasing and quitclaiming to
the United States of America a certain tract of land for right of
way of Juan d'Herrera lateral system, situated in the County of
El Paso, State of Texas, in the northwest quarter of the northwest
quarter of section 6, township 32 south, range 7 east, United States
Reclamation Service survey, Ysleta Grant, said tract being 60 feet
wide and lying 30 feet on each side of a center line described as
follows: Beginning at a point on the property line between land
of vendor and Fernando Gameochipe, said property line having a
bearing north $63^{\circ}23'$ east and from which point the northwest corner
of vendor's tract bears north $63^{\circ}23'$ east 62.5 feet and the north-
west corner of said section 6 lies north 823.2 feet and west
1,097.5 feet; thence south $37^{\circ}55'$ east 101.2 feet; thence to the
left along the arc of a curve tangent to the last course and having
a radius of 193.19 feet a distance of 90.4 feet, based on 100 foot
chords, to a point on the property line of vendor and of Mrs. L.
Love, said property line having a bearing south $24^{\circ}41'$ east and
the tangent to the curve at this point bears south $65^{\circ}02'$ east and
from which point the northwest corner of said section 6 lies north
960.1 feet and west 1,230.9 feet; said tract of land containing
0.265 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 stand of alfalfa (not now in crop) on the aforesaid tract of land,

NOW THEREFORE, For and in consideration of the sum of Thirty one and 10/100 (\$31.10) Dollars to the contractor in hand paid by the United States, the receipt where of 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 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.

E. H. Lang Contractor.
P. O. address El Paso, Texas.

Approved:

April 17, 1918, Morris Bien, Acting Director
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.

El Paso, Texas, February 19, 1919.

From: District Counsel.
To: The Director, Washington, D.C.
Subject: Agreement dated March 1, 1918, with E. H. Lang,
Purchase of Improvements - Rio Grande project.

1. Receipt is acknowledged of letter of February 14th from Assistant to Director transmitting Washington office file copy of above contract.

2. Copy of this contract has been made for the local files and the Director's copy is return herewith, together with related papers.

P.W.DENT
By J.F.Harvey

Encs:

Copy of Contract
Blueprint
Possessory Certificate
Certificate of Recommendation

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

FEB 24 1919

From Assistant to the Director
To District Counsel, El Paso, Texas
Subject: Agreement dated March 1, 1918 with E.H. Lang.--
Purchase of improvements--Rio Grande project.

1. Complying with your request of Feb. 6, 1919 I am enclosing the Washington office file copy of the above mentioned contract.

2. As soon as the copy has served your purpose please return for re-filing.

Morris D. C.

Enc. :

Copy of contract.
Blue print 897 L 61--1/28/18
Possessory certificate--3/1/18
Geo. W. Hoadley
P.M.'s Certificate 3/1/18
re Consideration.

Copy to C. of C.

El Paso, Texas, February 6, 1919.

From: District Counsel.
To: Director and Chief Engineer.
Subject: Agreement with E. H. Lange dated March 1, 1918 -
Rio Grande Project.

1. Reference is had to contract with E. H. Lange, dated March 1, 1918, covering payment of \$31.10 for purchase of improvements on canal right of way which was donated to the United States, this contract having been approved by Acting Director under date of April 17, 1918.

2. File copies of this contract are missing from both this and the project manager's office and it is requested that this office be supplied with a copy of the contract at an early date, or with file copy from your office in order that we may make another copy to the end that payment may be made to contractor by the local Fiscal Agent.

P.W.DENT

- - - - -By G.F.Harvey