

20

LOEWENSTEIN, ISAAC QUITCLAIM DEED JUAN DE HERRERA LATERAL (104)

0023-6077-0019-00

11-(19) Texas

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

Know all Men by these Presents:

THAT Isaac Lowenstein,

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

to him 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~~ xx ~~xx~~, the receipt whereof is hereby acknowledged, do by ese presents Bargain, Sell, Release and Forever Quit-Claim unto the said

UNITED STATES OF AMERICA, its successors

~~his~~ and 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 ~~NE 1/4~~ Section 36, Township 31 South, Range 6 East, U. S. R. S. Survey, Ysleta(Texas)Grant, being a strip of land 60 feet wide lying 30 feet on each side of a center line described as follows: Beginning at Sta. 291+62.4 of said center line a point on the property line of land between Vendor and Juana Lowenstein, said property line bearing South 5°06' West from which point a concrete post, the Northwest corner of Vendor's tract bears North 5°06' East ninety two(92)feet, and the Northwest corner of Section 36, Township 31 South, Range 6 East line North three thousand four hundred thirty-seven and four-tenths(3437.4)feet and West four thousand six hundred twenty-eight and four tenths(4628.4)feet; thence North 74° 11' East one hundred ninety-nine and four-tenths(199.4)feet; thence to the right along the arc of a curve tangent to the last course and having a radius of two hundred eighty-seven and nine-tenths(287.9)feet a distance of one hundred eleven and one-tenth (111.1)feet, based on 100-foot chord lengths, to Sta. 294+72.9 of said center line, a point on the property line of land between Vendor and Clemente Gandelaris, said property line bearing South 1° 01' West and the tangent to the curve at this point bearing South 83° 36' East and the North west corner of Section 36, Township 31 South, Range 6 East lies North three thousand three hundred seventy-three and nine-tenths(3373.9)feet and West four thousand nine hundred thirty and three-tenths(4930.3)feet and a concrete post the Northeast corner of Vendor's tract bears North 1° 01' East fifty-two and four-tenths(52.4)feet; said tract of land containing forty-three hundredths(.43) of an 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 successors

~~he~~ and assigns forever.

WITNESS my hand..... this the 26th day of February, A. D. 191 8.

Witnesses at Request of Grantor }
GEO. W. HOADLEY,
A. Scheldknecht,

ISAAC LOWENSTEIN.

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, _____ 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____

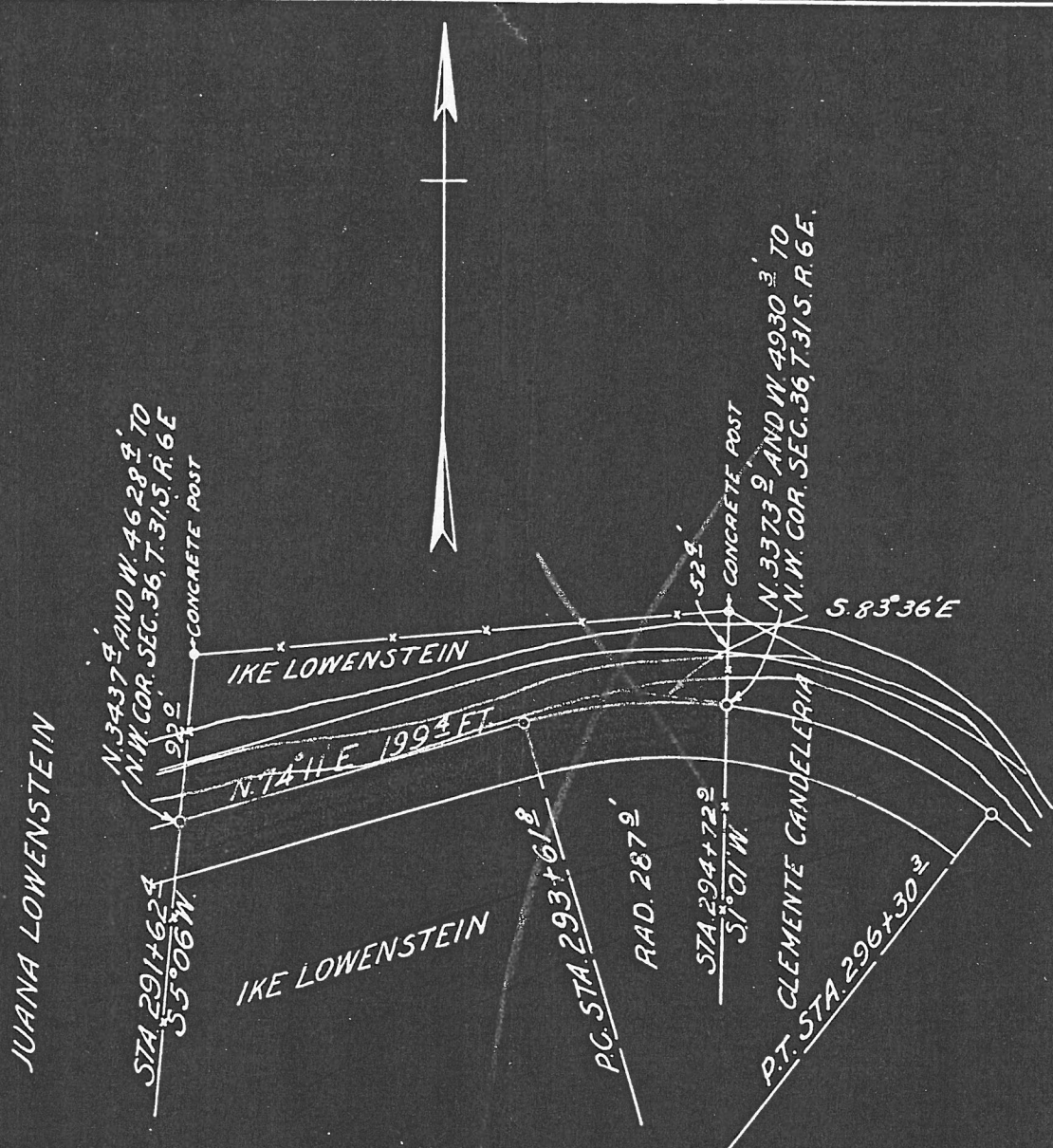
THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

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 314 on Pages 1560

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
IKE LOWENSTEIN

.43 ACRE.

In the N.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ Sec. 36, T. 31 S., R. 6 E.

SCALE: 1" = 100'

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

Drawn A.D.D. Recommended
Checked Approved

897461 El Paso, Texas, Jan 9, 1918

El Paso, Texas, April 22, 1918.

From Project Manager

To Director and Chief Engineer, Washington.

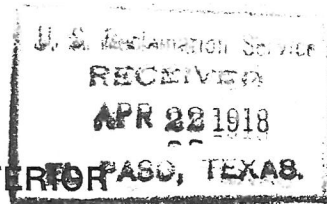
Subject: Quitclaim deed, February 26, 1918, from Isaac Loewenstein, donation right of way for Juan d' Herrera lateral system, Rio Grande project.

1. Receipt is acknowledged of letter of April 18, 1918, from the Acting Director.
2. You are advised that the land deeded by the above grantor is not homestead property.

L M LAWSON

Copy to Chief of Construction.
Copy to District Counsel,
El Paso.

Recd



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

From Acting Director

April 18, 1918.

To Project Manager, El Paso.

Subject: Quitclaim deed, February 26, 1918 from Isaac Loewenstein,
donation right of way for Juan d'Herrera lateral system,
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.

Morris Duen

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

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 4, 1918

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

Subject: Forwarding ~~contract for approval~~ **donation deed for acceptance.**

~~Agreement~~ dated **Feb. 26, 1918,** **Rio Grande** Project.

Executed by **Isaac Loewenstein**

~~With~~ **The United States.**

Estimated amount involved, \$ **0** (See Gen'l Order No. 124) **Authority 8-3-2.**

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

~~Original and one 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.

inclos. **Original deed.**
Certificate as to title.
1 blueprint.

L. M. LAWSON
(Signature.)

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

~~Approved by~~ **Accepted by: Morris Bien, Acting Director**

MAY 1 - 1918

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

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

CERTIFICATE.

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

A tract of land in NE $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 36, T 31 S, R 6 E, United States Reclamation Service survey, Ysleta Grant, El Paso County, Texas, more particularly described in quitclaim deed dated February 26, 1918, running from Isaac Loewenstein to the United States of America;

That the tax records of said county indicate Isaac Loewenstein, 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.

El Paso, Texas, March 2, 1918.

County Clerk of El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are
the following quitclaim deeds:

Chas. Davis and Fannie Montgomery Davis, to
United States of America.

Charles Davis to United States.

Isaac Loewenstein to United States.

Very respectfully,

District Counsel.

3 incls.

State of Texas, :
County of El Paso, : ss.

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 Isaac Lowenstein, 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 1st day of ^{March} ~~February~~, A. D. 1918.

JESSE E M HOWE

Notary Public In and For County of
El Paso, State of Texas.
My commission expires
June 1, 1919.

Project Log

Form 7-523 a.
Form approved July 10, 1909, by the
Acting Secretary of the Interior.
(Reprinted June, 1915.)

FIELD CONTRACT.

6-4582

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso PROJECT: New Mexico - Texas.
26th February

This Agreement, Made the day of

nineteen hundred and eighteen, in pursuance of the act of June 17,
1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, 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 super-
visory officer, and Isaac Lowenstein,

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

Witnesseth. The parties covenant and agree that:

ARTICLE 1. The Contractor will

Whereas, Under date of February 26, 1918, a quit-
claim deed was executed by Isaac Lowenstein, Contractor

herein, releasing and quitclaiming to the United States of America
a certain tract of land for right of way for Juan & Herrera lateral
system, situated in the County of El Paso, State of Texas, in the
southwest northeast quarter of the southeast quarter of section 36,
township 31 south, range 6 east, United States Reclamation Service
survey, Ysleta (Texas) Grant, being a strip of land 60 feet wide
lying 30 feet on each side of a center line described as follows:
Beginning at station 291 plus 62.4 of said center line, a point
on the property line of land between Vendor and Juana Lowenstein,
said property line bearing south 5°06' west, from which point a
concrete post, the northwest corner of Vendor's tract bears north
5°06' east 92 feet, and the northwest corner of section 36, town-
ship 31 south, range 6 east line north 3,437.4 feet and west 4,626.4
feet; thence north 74°11' east 199.4 feet; thence to the right
along the arc of a curve tangent to the last course and having a
radius of 287.9 feet a distance of 111.1 feet, based on 100-foot
chord lengths, to station 294 plus 72.9 of said center line, a point
on the property line of land between Vendor and Celeste Candel-
aria, said property line bearing south 1°01' west and the tangent
to the curve at this point bearing south 83°36' east and the
northwest corner of section 36, township 31 south, range 6 east,
lies north 3,373.9 feet and west 4,930.3 feet and a concrete

Civil District Counsel
Mck 1918

post, the northeast corner of Vendor's tract, bears north 1°01' east 52.4 feet; said tract of land containing 0.43 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 a cultivated alfalfa field covering entire tract,
on the aforesaid tract of land,

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

Twenty-five and 00/100 Dollars (\$ 25.00).

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 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 2. No interest in this agreement shall be transferred 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.

Isaac Lowenstein,
Contractor.

P. O. address Ysleta, Texas.

Approved _____, 191____
Chief of Construction, U. S. R. S.

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.

INSTRUCTIONS

Subscribed and sworn to before me at _____, U. S. R. S.

[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.
6-4582

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, February 26, 1918, 191

Project Manager to the Chief of Construction.

Subject: Forwarding contract for approval.

Agreement dated **February 26, 1918** **Rio Grande**

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

With **Isaac Lowenstein.**

Estimated amount involved, \$ 25.80

~~Approved by hand and two copies~~
(Strike out if no bond transmitted)

Purpose: **Purchase of improvements on right of way for
Herrera lateral system. (Improvements on land
covered by donation quitclaim deed referred to
in the contract.)**

Advise Chief of Construction, Denver, Colo., and
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.
2 certificates in duplicate.
2 blueprints.

L. M. LAWSON,

(Signature)

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

Denver, Colo. APR 15 1918, 191

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

Date, APR 15 1918

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

Morris Bien, Acting Director

Chief of Construction.

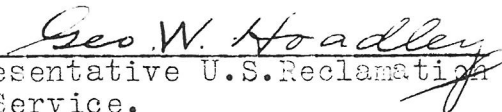
Respectfully transmitted to the Director for the reason that the quit-claim deed referred to in the first "whereas" clause is not under the regulations. 10 mos. Orig. & 3 copies of the contract. 2 copies of the certificate. 2 copies of the blueprints. P. M. Lawson, Project Manager, Rio Grande Project, El Paso, Texas.

Denver, Colo., Feb. 23, 1918.

We, the undersigned members of the Board designated to fix the value of the land proposed to be purchased by the United States from IKE LOWENSTEIN as right of way for the JUAN D'HERRERA LATERAL SYSTEM, 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



Representative El Paso Valley
Water Users Association.



Representative U.S. Reclamation
Service.

El Paso, Texas,

2/15, 1918.