

80

LOZANO, JOSE QUITCLAIM DEED JUAN DE HERRERA LATERAL (104)

0023-0077-0025-00

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

Know all Men by these Presents:

THAT I, Jose Lozano,

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 me 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 El Paso, State of Texas~~, 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

~~he~~ assigns all my 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 southwest quarter of section thirty-one (31), township thirty-one (31) south, range seven (7) east, and the northwest quarter of section six (6), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, Ysleta Grant, and more particularly bounded and described, as follows:

Beginning at a point on the property line between land of Vendor and of W. A. Harris, from which point a concrete post, the southwest corner of said W. J. Harris tract and northwest corner of Vendor's tract bears north 42°53' west four hundred and sixty-one and three-tenths (461.3) feet and the southwest corner of section thirty-one (31), township thirty-one (31) south, range seven (7) east, lies south three hundred twenty-three and eight-tenths (323.8) feet and west five hundred fifty-nine and one-tenth (559.1) feet; thence with said property line south 42°53' east eighty-nine and two-tenths (89.2) feet; thence south 0°37' east three hundred seventy and five-tenths (370.5) feet; thence to the left along the arc of a curve tangent to the last course and having a radius of one hundred and sixty-three and nineteen hundredths (163.19) feet a distance of one hundred and four and six-tenths (104.6) feet, based on one hundred (100) foot chord lengths; thence south 37°55' east two hundred and four-tenths (200.4) feet to a point on the property line of land between Vendor and of Fernando Gameochips; thence north 79°02' west with said property line twenty-five and two-tenths (25.2) feet to a concrete post; thence north 66°02' west ninety-two and two-tenths (92.2) feet to a point on said property line, from which point the northwest corner of section six (6) township thirty-two (32) south, range seven (7) east lies north three hundred twenty-six and three-tenths (326.3) feet and west six hundred and seventy-two and four-tenths (672.4) feet; thence north 37°55' west one hundred and one-tenth (100.1) feet; thence to the right along the arc of a curve tangent to the last course and having a radius of 223.19 feet a distance of 144 feet, based on 100-foot chord lengths; thence north 0°37' west 486.5 feet to the point of beginning; and containing ninety-four hundredths (0.94) acre, more or less,

TO HAVE AND TO HOLD all my 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, and its

~~he~~ assigns forever.

WITNESS my hand this the 20th day of May, A. D. 1916

JOSE LOZANO

Witnesses at Request of Grantor

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.

El Paso - El Paso

THE STATE OF TEXAS, }

COUNTY OF EL PASO, }

Before me, Geo W Hoadley Notary Public

in and for

El Paso County, Texas, on this day personally appeared

Jose Lozano

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 20th day of May, A. D. 1918

(SEAL) My com expires June 1st 1919

GEO W HOADLEY
Notary Public In and For El Paso
County, Texas.

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 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 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.

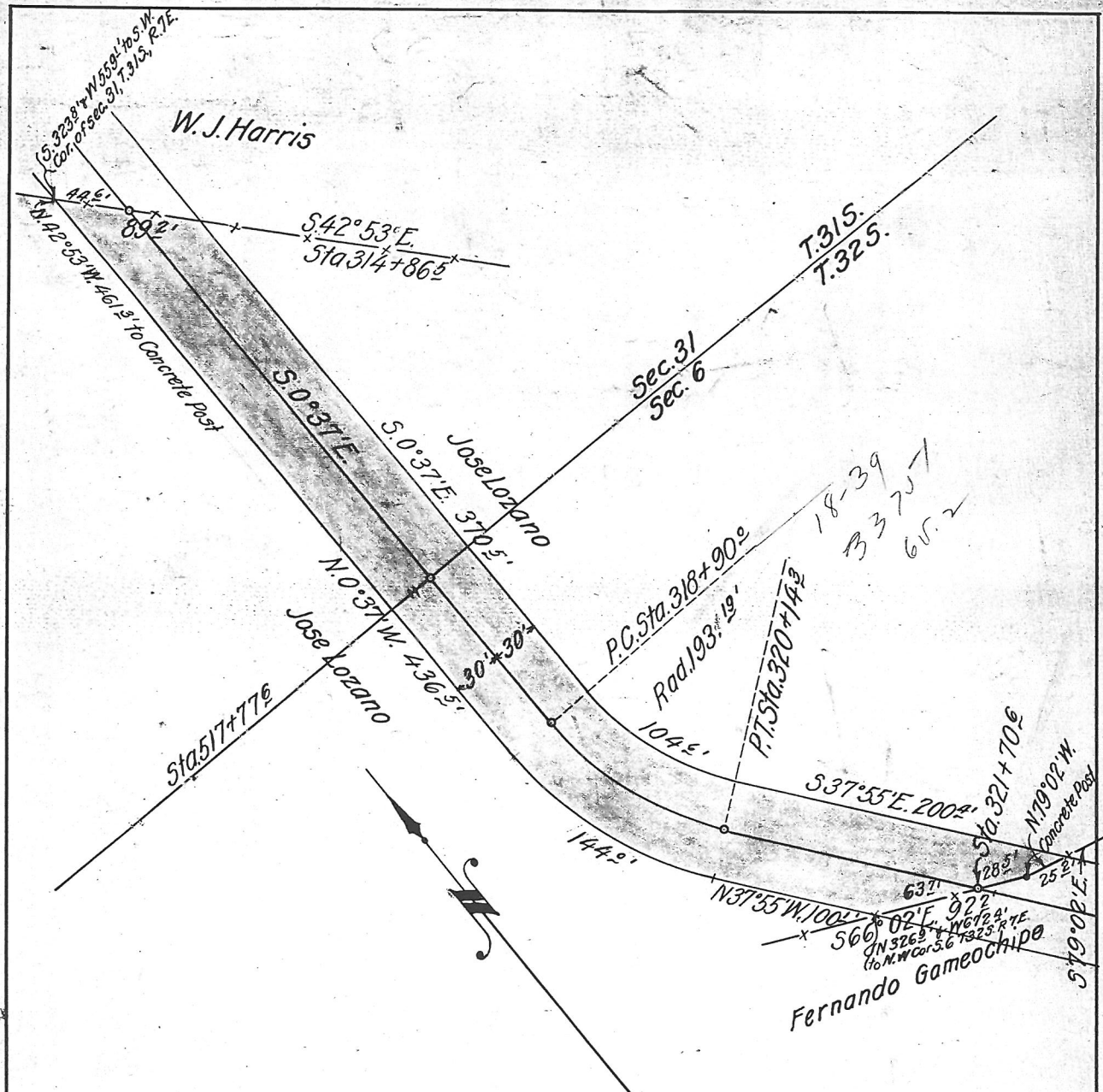
and duly recorded the day of, A. D. 19, at o'clock M.

in the records of said County, in Volume 319 on Pages 131

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.



Legend
 R/W to be conveyed
 Q.C.D. 5/20/18
 Recorded 5/-/18
 Book 319 Page 531

**RIGHT OF WAY
 THROUGH PROPERTY OF
 JOSE LOZANO**

94 ACRES
 In the S.W. 1/4 Sec. 31, T.31S., R.7E. & N.W. 1/4 Sec. 6, T.32S., R.7E.
 U.S. R.S. Survey, Ysleta Grant,
 El Paso County, Texas.

Scale 1" = 100'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJECT N.M.&TEX. JUAND'HERRERA LATERAL RIGHT OF WAY	
Drawn by S.A.J. Checked 897L 61	Recommended Approved E.I. Paso, Tex. Feb. 29/18

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, JUL 9 - 1918, 191

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

Subject: Forwarding contract for approval.

Agreement dated **May 21, 1918**, **Rio Grande**

Executed by **L. M. Lawson** Project Manager

With **Jose Lesano**

Estimated amount involved, \$ **56.40** (See Gen'l Order No. 124)

Authority

Purpose of agreement:
(See instructions on back, Pars. 4 and 5)

Purchase of improvements on right for Juan d' Herrera lateral system nated by quitclaim deed dated May 28,

Respectfully transmitted to the Director, Washington with recommendation that the contract be approved. The quit-claim deed referred to in the first paragraph of this office. Original & 3 copies of quitclaim deed, certificate of recommendation, 1 blue print.

~~Strike out if no bond transmitted.~~ (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.

Orig. & 3 copies ~~sent~~ contract.
Certificate of recommendation.
~~For necessary certificate.~~
2 blueprints.

L. M. LAWSON

(Signature.)

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

Approved by Morris Bion, Acting Director

JUL 30 1918

Date of approval JUL 30 1918

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

Morris Bion, Acting Director

JUL 22 '18 84556

Denver, Colo. July 16, 1918. With recommendation on that the contract be approved. The quit-claim deed referred to in the first paragraph of this office is not. Original & 3 copies of quitclaim deed, certificate of recommendation, 1 blue print.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Ris Grande PROJECT New Mexico - Texas

This Agreement, Made this 21st day of May,
1918 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. W. Lawson, Project Manager, United States
Reclamation Service, thereunto duly authorized, and subject to the approval of the proper super-
visory officer, and Jose Lozano

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 May 20, 1918, a quitclaim
deed was executed by 65 Jose Lozano, Contractor
herein, releasing and quitclaiming to the United States of America
a certain tract of land for right of way for Juan d'Herrera lateral
system, situated in the County of El Paso, State of Texas, in the
southwest quarter of section 31, township 31 south, range 7 east, and
northwest quarter of section 6, township 32 south, range 7 east, United
States Reclamation Service survey, more particularly bounded and
described as follows:

Beginning at a point on the property line between land of Vendor
and of W. J. Harris, from which point a concrete post, the south-
west corner of said W. J. Harris tract and northwest corner of
Vendor's tract bears north 42°53' west 461.3 feet and the south-
west corner of section 31, township thirty-one south, range 7
east, lies south 323.8 feet and west 559.1 feet; thence with said
property line south 42°53' east 89.2 feet; thence south 0°37' east
370.5 feet; thence to the left along the arc of a curve tangent
to the last course and having a radius of 163.19 feet a distance
of 104.6 feet, based on 100-foot chord lengths; thence south 37°
55' east 200.4 feet to a point on the property line of land between
Vendor and Fernando Gameochipe; thence north 79°02' west with
said property line 25.2 feet to a concrete post; thence north 66°028
west 92.2 feet to a point on said property line, from which point
the northwest corner of section 6, township 32 south, range 7
east lies north 326.3 feet and west 672.4 feet; thence north
37°55' west 100.1 feet; thence to the right along the arc of a
curve tangent to the last course and having a radius of 223.19

feet a distance of 144 feet, based on 100-foot chord lengths; thence north 0°37' west 436.5 feet to the place of beginning; and containing 0.94 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 _____

Growing alfalfa

on the aforesaid tract of land,

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

Fifty-six and 40/100

Dollars (\$ 56.40).

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..... 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.

JOSE LOZANO

Contractor.

P. O. address **M P D #301**
EL PASO 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.

....., 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 That the rights and property described in the agreement dated May 21, 1918, with Jose Lozano, 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, \$56.40, for 0.94 acre growing alfalfa at \$60 an acre, 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,
May 21, 1918.

CERTIFICATE.

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

A tract of land in SW $\frac{1}{4}$ sec. 31, T 31 S, R 7 E, and NW $\frac{1}{4}$ sec. 6, T 32 S, R 7 E, United States Reclamation Service survey, El Paso County, Texas, more particularly described in quitclaim deed dated May 20, 1918, running from Jose Lozano to the United States of America;

That the tax records of said county indicate Jose Lozano, the reputed owner, to be the actual owner; that the land is not homestead property; 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,

May 20, 1918.

CH

El Paso, Texas, May 20, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two quitclaim deeds dated May 20, 1918, running from Felipe Candelaria and from Jose Lozano to the United States.

Very respectfully,

P W DENT

District Counsel.

2 incls.