

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

Know all Men by these Presents:

THAT Wm. J. R. Brady and Rio Grande Valley Bank & Trust Company, a
Corporation,

of the County of El Paso, State Texas for and in consideration of the
sum of One and 0/100 (\$1.00) DOLLARS

to them in hand paid by the United States of America, pursuant to the Act
of Congress of June 17, 1902 (32 Stat. 308), and as a further considera-
tion the constructing by the United States of one three-ton farm bridge
at Station 833 plus 25 of the Mesa Drain of the El Paso Project, the re-
ceipt of all of which is hereby acknowledged; but in consideration of the
benefits to be derived by such construction, the Grantors, for ~~themselves~~
themselves and their heirs and assigns, agree that they will maintain
said bridge in good condition and hereby release the United States from
all expense of or damage occurring from lack of proper maintenance,
~~and do~~ do by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said

The United States of America and its

~~grantors~~ assigns all Their right, title and interest in and unto ~~the~~ these tracts or parcels
of El Paso and State of Texas, described as follows, to-wit:

A tract of land approximately 1 1/2 miles east of the town of Ysleta,
Texas, in the NW 1/4 of SW 1/4 and SW 1/4 of NW 1/4 sec. 31, T. 31 S., R. 7 E., U.
S. Reclamation Service Survey, being also in Surveys Nos. 89 and 100 of
the Ysleta Grant and being more particularly described as follows: Be-
ginning at the southwest corner of this tract of land, which is a point
on the property line between the Grantors herein and Mrs. C. N. Buckler,
from which point the southwest corner of sec. 31 bears south 25°10' west
2796.5 feet; running thence north 39°48' west 815.9 feet; thence north 69°
52' east 48.8 feet on the property line between the Grantors herein and
J. W. Johnson; thence north 20°04' west 219.3 feet along the property
line between the two last mentioned parties; thence south 39°48' east
978.2 feet; thence south 37°11' west 123.2 feet along the property line
between the Grantors herein and Mrs. C. N. Buckler to the point of be-
ginning; said tract of land containing 2.35 acres, more or less;

Also a tract of land approximately 1 1/2 miles east of the town of Ysleta,
Texas, in the Southwest quarter of the northwest quarter of said sec. 31,
being more particularly described as follows: Beginning at the southeast
corner of this tract of land, which is a point on the property line be-
tween the Grantors herein and J. W. Johnson, from which point the northwest
corner of said sec. 31 bears north 13°10' west 1612.9 feet and the north-
east corner of the land of the Grantors' first above described bears south
39°48' east 431.6 feet; running thence south 72°35' west 110.9 feet along
the property line between the Grantors herein and J. W. Johnson; thence
south 27°3 feet along the property line between the two last mentioned
parties; thence north 39°48' west 315.2 feet; thence north 55°12' east
120.5 feet along the property line between the Grantors herein and J. B.
Roberts; thence south 39°48' east 325.9 feet to the point of beginning,
said tract of land containing 0.72 acre, more or less;

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 and its assigns forever.
This deed is not intended by the grantor J. R. Brady, holder of record title to
the land hereinbefore described, to be any admission by him as to the proper
or any boundaries between said J. R. Brady and J. W. Johnson, or recognition of
any such ownership in said J. W. Johnson, or as any relinquishment of
right in the said J. R. Brady against adjoining land now claimed by said
J. W. Johnson, or any person or persons claiming under said J. W. Johnson.

WITNESS our hand and this the 12th day of December, A. D. 1918.

Witnesses at Request of Grantor
J. I. Watson, Cashier,
(SEAL)

J. R. Brady
Rio Grande Valley Bank Trust Co.
By A. C. Cleley, Pres.

QUIT-CLAIM DEED

SINGLE AND WIVES SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 1918, at

o'clock and minutes M.

Clerk

Deputy

El Paso

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

Before me, the undersigned authority, a Notary Public in and for
El Paso County, Texas, on this day personally appeared J. B. Brady

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 13th day of November, A. D. 1918

(SEAL)

Maude E. Healy,
Notary Public, El Paso County, Texas.

STATE OF TEXAS :
COUNTY OF EL PASO :

Before me, the undersigned authority, a notary public in
and for El Paso County, State of Texas, on this day personally
appeared W. Cooley, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that
he executed the same as the act and deed of The Rio Grande Valley
Bank & Trust Company of El Paso, Texas, as the president thereof,
and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of
December, A.D., 1918.

(SEAL)

Maude E. Healy,
Notary Public, El Paso County, Texas

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

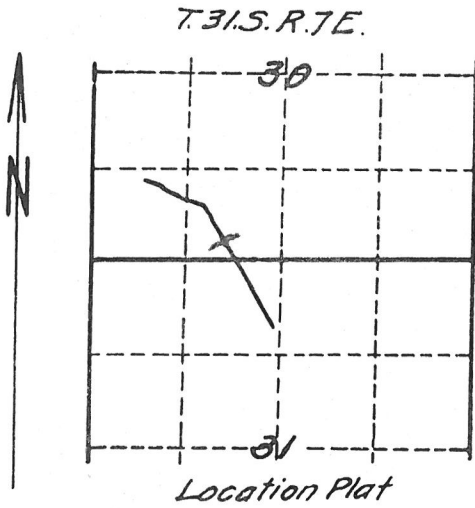
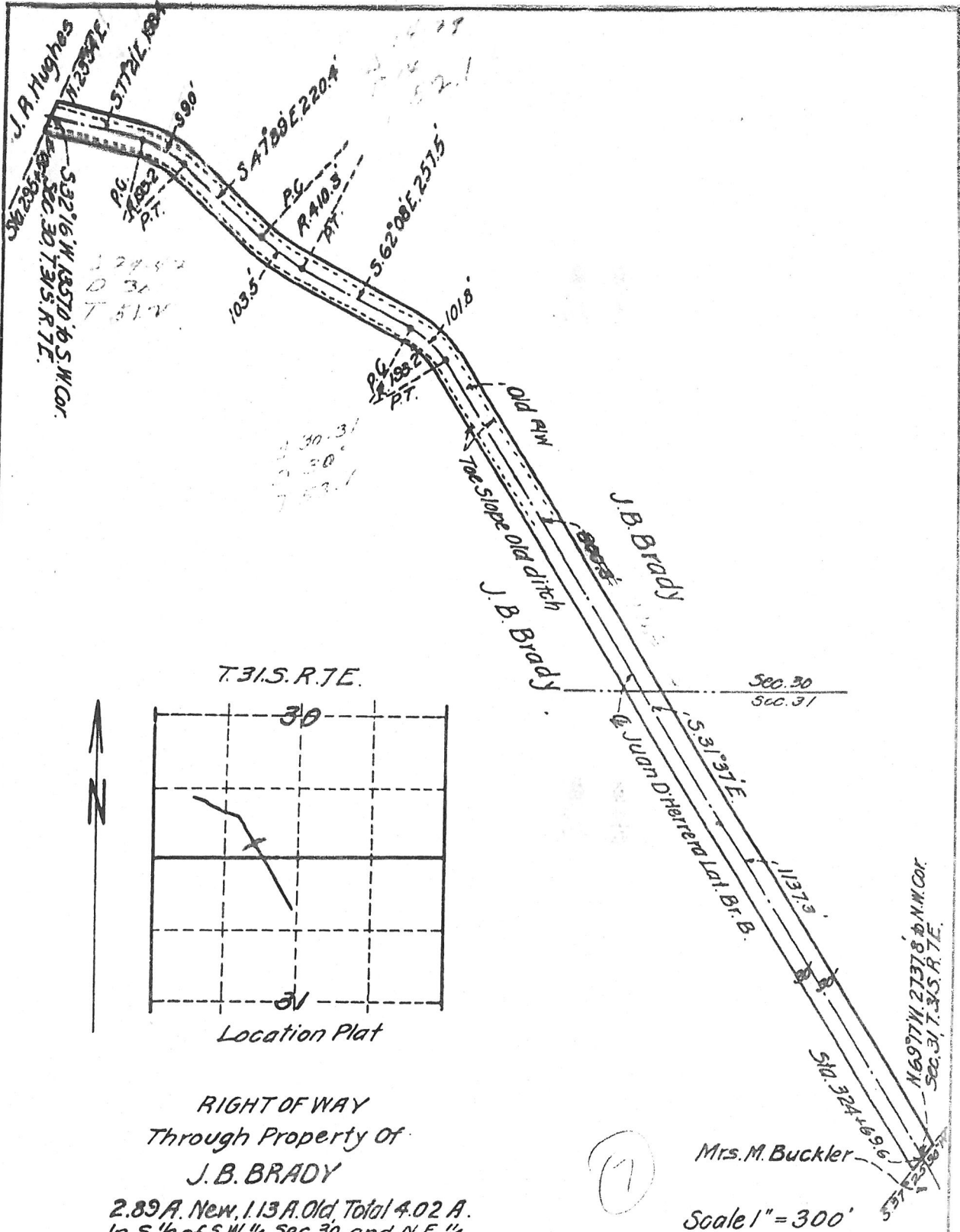
I, Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the
day of A. D. 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 321 on Pages 270

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
J. B. BRADY

2.89 A. New, 1.13 A. Old Total 4.02 A.
 In S. 1/2 of S.W. 1/4 Sec. 30 and N.E. 1/4
 of N.W. 1/4 Sec. 31, T.31S, R.7E, U.S.R.S.
 Survey and Yslata Grant, El Paso
 County, Texas.

Note:
 Curve Lengths based on 100' chords

Mrs. M. Buckler

Scale 1" = 300'

Department of the Interior United States Reclamation Service RIO GRANDE PROJ. N.M.-TEX. Juan d'Herrera Lateral Br. "B" RIGHT OF WAY	
Drawn A.O.D. Recommended	Checked Approved
897-161	El Paso, Tex. 76618

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas FEB 25 1919

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

Subject: Forwarding ~~contract for approval~~ **quitclaim deed for acceptance and filing**

The contract described below is forwarded herewith.
Deed
Agreement dated December 12, 1918 Rio Grande Project.

Executed by J. B. Brady
with To United States of America

Estimated amount involved, \$ 0 (See Reverse, Par. 3.)
Authority No. 6-5

Purpose of agreement:

Donation of right of way for El Paso Valley Mesa Drain
The cost of the bridge to be constructed will be approximately \$250.00.

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.

Incl. Original deed,
Certificate as to title,
1 Blueprint.

L. M. LAWSON
(Signature)

Denver, Colo., , 19

It is recommended that the above-described contract be approved

Inclosures:

..... copies of contract. Chief of Construction.
..... copies of form letters of transmittal.

Contract (and bond, if any), was **accepted by** **approved by**
on

FEB 25 1919
MORRIS BIEN,
Assistant to the Director.

FEB 10 '19 92294
(Over.)

El Paso, Texas, December 20, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated December 12, 1918, running from J. B. Brady and Rio Grande Valley Bank & Trust Company to the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated December 12, 1918, with J. B. Brady, are required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the El Paso Valley Mesa Drain a part of the Rio Grande project; that the consideration to be paid thereunder, \$235.00 (a lump sum for clearing and leveling 3.07 acres), is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
December 16, 1918.

L.M. LAWSON

Project Manager.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, Dec. 16, 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. B. Brady, in the northwest quarter of the southwest quarter and southwest quarter of the northwest quarter, section 31, township 31, south, range 7 east, containing 3.07 acres, more or less, in El Paso County, State of 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.

CERTIFICATE

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

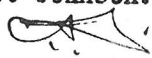
A tract of land in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 31, Township 31 South, range 7 east, containing 2.35 acres, more or less; and, a tract of land in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Sec. 31, Township 31 south, range 7 east, containing 0.72 acre, more or less, lying in the County of El Paso, State of Texas, more particularly described in quitclaim deed dated December 12th, 1918, running from J. B. Brady to the United States of America:

That the tax records of said County indicate J. B. Brady, the reputed owner, to be the actual owner, that the Rio Grande Valley Bank & Trust Co. was joined as a grantor for the reason that this Company holds a mortgage against the said described land; that the land is not homesteaded property; that the land is not occupied adversely to the reputed owner, and that as to the recital in the deed in the last paragraph before the attestation clause, the grantor J. B. Brady is now asserting a claim against the adjoining claimor, J. W. Johnson, which latter apparently has a very poor claim and which latter asserts no claim whatever as to the land held within the present fence lines by J. B. Brady.

El Paso, Texas,
Dec. 16, 1918.

C.F. HARVEY
Assistant District Counsel.

The right of way granted to the United States does not, however, encroach upon any of the land that Brady may be asserting title to as against Johnson.



CPH:T

El Paso, Texas,
Dec. 14, 1918.

Dr. James B. Brady,
305 Two Republic Bldg.,
El Paso, Texas.

Dear Sir:

Mr. Hoadley, who negotiated with you for right of way for the Mesa Drain, has submitted the quitclaim deed that you signed wherein you had inserted certain notes as to the boundary line "claim" by J. W. Johnson and initialed these interlineations. These pen and ink interlineations we have taken the liberty of erasing. It is our understanding that you intend to assert a claim against the land of J. W. Johnson and do not wish to prejudice your claim by means of the evidence which may appear in this deed. While recitals in a deed of this nature could hardly be taken advantage of by those not parties to the deed, we appreciate your position in the matter. Also in this regard we do not think that the interlineations which you have made would protect your interests much better than letting the deed go thru without them. In order that there may be no misunderstanding and to protect you as fully as possible in the premises, we have inserted the following at the end of the deed and over the attestation clause:

"This deed is not intended by the grantor J. B. Brady, holder of legal title to the land hereinbefore described, to be any admission by him as to the proper or any boundaries between said J. B. Brady and J. W. Johnson, or recognition of any sort of ownership in said J. W. Johnson, or as any relinquishment of right in the said J. B. Brady against adjoining land now claimed by said J. W. Johnson, or any person or persons claiming under said J. W. Johnson."

We are withholding this deed from record until you advise us that our action as above stated is satisfactory to you. We suggest that you communicate with us at once, either by telephone or letter.

Yours very truly,

C.F. HARVEY

Assistant District Counsel.

*Dr. Brady
stated to me
personally on
phone 12/20-18 P.M.
that above form
was satisfactory
to him
C.F. Harvey*

~~Director~~
Project Manager

FIELD CONTRACT.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made the 12th day of December,
nineteen hundred and eighteen, in pursuance of the act of June 17,
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

J. K. JAMISON Project Manager,
United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and J. B. Brady

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

WITNESSETH, The parties covenant and agree that:

~~Witnesseth that the Contractor will~~

WHEREAS, Under even date herewith a quit-claim deed was executed
by the Contractor herein, releasing and quit-claiming to the
United States of America for canal right of way for the Rio
Grande project, two certain tracts of land approximately $1\frac{1}{2}$ miles
east of the town of Yalots, Texas, in the NW Quarter ($\frac{1}{4}$) of south-
west quarter and southwest quarter of northwest quarter, Section
thirty-one (31), Township thirty-one (31) south, range seven (7)
east, in the County of El Paso, State of Texas, and containing three
and seven hundredths (3.07) acres, more or less; and,

WHEREAS, the United States desires immediate possession of the land
herein described for use in the construction of the El Paso Valley
Mesa Drain:

WHEREAS, the Contractor is the owner of the improvements on said
described land:

NOW, THEREFORE, in consideration of the sum of two hundred thirty-
five & no/100 (\$235.00) Dollars, the value of said improvements,
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 whatever
nature by reason of the damage that the contractor has suffered or
may hereafter suffer as a result of the operations of the United
States Reclamation Service on said tract of land as described in
the quitclaim deed herein referred to.

Article 1. It is understood and agreed that the United
States, its agents, officers and employees shall at all times have

the right to go upon said described land for the purpose of surveying, constructing, repairing operation, and maintaining said El Paso Valley Mesa Drain and other operations of the Reclamation Service incident 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 2. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any contingent, in whole or in part, upon such procurement, and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid.

it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenses thereunder. If such appropriation is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

INSTRUCTIONS.

1. Every contract for construction or repair of a public work is required by law to be supported by bond.
2. The post-office address of the Contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
3. Erasures, interlineations, or other irregularities must be explained over the signature of the parties to this agreement.
4. Only one copy of a contract should be executed, unless the Contractor desires an executed copy for his files, in which case the contract may be executed in duplicate.
5. A contract with a firm should describe the Contractor in the preamble as: "....." and partners, doing business under the firm name and style of the names of all members of the firm being inserted. The signature of the firm name at the end will be sufficient.
6. A contract with a corporation should describe the Contractor in the preamble as: "....." a corporation duly organized under the laws of the State (or Territory) of The signature should be in the following form: "....." by (giving official designation) and the corporate seal should be affixed.
7. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished.*
8. In the execution of this contract the names of the parties should be signed in the usual manner and as written in the body of the instrument.

*The engineer may, in his discretion, waive this requirement, and in that event he will file with the contract his certificate to the effect that the officer signing for and on behalf of the corporation is known to him to be the officer who acts in that capacity for the corporation.

CANAL Inesa Drain COUNTY El Paso Valley

1. Mailing address of each party Ed
Dr J B Brady - Two Republics Bldg.

Personal status of each party (married, single, widow, or widower)

Married

Not Homestead Property

2. List of improvements (state, as by itemized bill, how total consideration was fixed): Damages to Improvements (such
as ~~bleeding~~ Plowing, laterals & borders. 235-
Bridge 833+25 - 350-

3. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "Lessee", or "Lienor", and if lienor, state such facts as may be gathered from owner as to date, amount, and quality of encumbrance:

Rev Guaranty Bank's Holds note for

\$2,500 @ 10%

4. Survey number of tract (if not embodied in land description):

If no survey number is available, state item in tax records:
Item (under whose name assessed and line number in assessment book): _____; Acreage _____;

assessed at \$ _____, other available information:

5. Grantor agrees that Service may order abstract of title and make deduction therefor.

Grantor will order abstract of title.

Grantor states that taxes are paid to date.

Grantor will pay taxes now unpaid.

Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes at once.

Grantor states that land is now encumbered (as per item No. 3), and will at once take steps to remove the encumbrance.

Grantor states that land is now encumbered (as per item No. 3), and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done grantor will have to consult personally with the lienor.)

6. Cost of structures to be built by Service.