

760 AINSA, F. S.

QUITCLAIM DEED (131) MESA DRAIN 0023-0047-0029-00

7-(29) TEXAS

1919
MIDLAND

780

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

I, F. S. Ainsa

KNOW ALL MEN BY THESE PRESENTS: THAT

of the County of El Paso, State of Texas, for and in consideration of the sum of -----One and no/100 (\$1.00)----- DOLLARS,

to me in hand paid by The United States of America, pursuant to the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplemental thereto,

~~of the County of -----, and ----- of -----~~, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said

The United States of America, and its

~~heirs and~~ 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 approximately two miles northwest of the town of Ysleta, Texas, in the Northeast quarter of the Northeast quarter of Section Twenty-two (22), and in the Southeast quarter of the Southeast quarter of Section Fifteen (15), Township Thirty-one (31) South, Range Six (6) East, United States Reclamation Service survey, and in the Ysleta Grant, and more particularly described as follows: Beginning at the Northeast corner of the tract of land herein described which is a point on property line between land of the grantor herein and Santos Paz de Montoya, from which point the southeast corner of said Section 15 bears South 81°14' East, nine hundred twenty-nine & four tenths (929.4) feet; thence South 40°41' East, two hundred sixty & five tenths (260.5) feet; thence to the right along a one thousand twenty-five and thirty-seven hundredths (1025.37) feet radius curve twenty-two and thirty-eight hundredths (22.38) feet, based on 100 ft. chord lengths to a point on the property line between land of the Grantor herein and P. Tirres and the tangent to the curve at said point having a bearing South 39°26' East; thence South 42°41' West, thirty-three (33.0) feet along said property line to the most southerly corner of land of the grantor herein; thence North 45°54'30" West, three hundred six and eight tenths (306.8) feet along property line between land of the grantor herein and said P. Tirres to corner, common to lands of the Grantor herein, said P. Tirres and Santos Paz de Montoya; thence North 66°32' East, sixty-three and nine tenths (63.9) feet along property line between land of the Grantor herein and said Santos Paz de Montoya to point of beginning; said tract of land containing thirty-two hundredths (0.32) acre, more or less; said land not being homestead property;

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 The United States of America, and its

~~heirs and~~ assigns forever.

WITNESS my hand this 23rd day of October A. D. 19 19

Witness at Request of Grantor:

F. S. Ainsa

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE

ACKNOWLEDGMENTS

TO

Filed for record, this

day of 19, at

o'clock and minutes M.

Clerk.

Deputy.

ELLIS BROS. PRINTING CO., 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

F. S. Ainsa

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 23rd day of October, A. D. 1919

Geo. W. Hoadley

Notary Public

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 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 W D Greet Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 23

day of October, A. D. 1919 with its certificate of authentication, was filed for record in my

office this 28 day of Oct, A. D. 1919 at 8:55 o'clock A M.

and duly recorded the 29 day of Oct, A. D. 1919 at 2:20 o'clock P M.

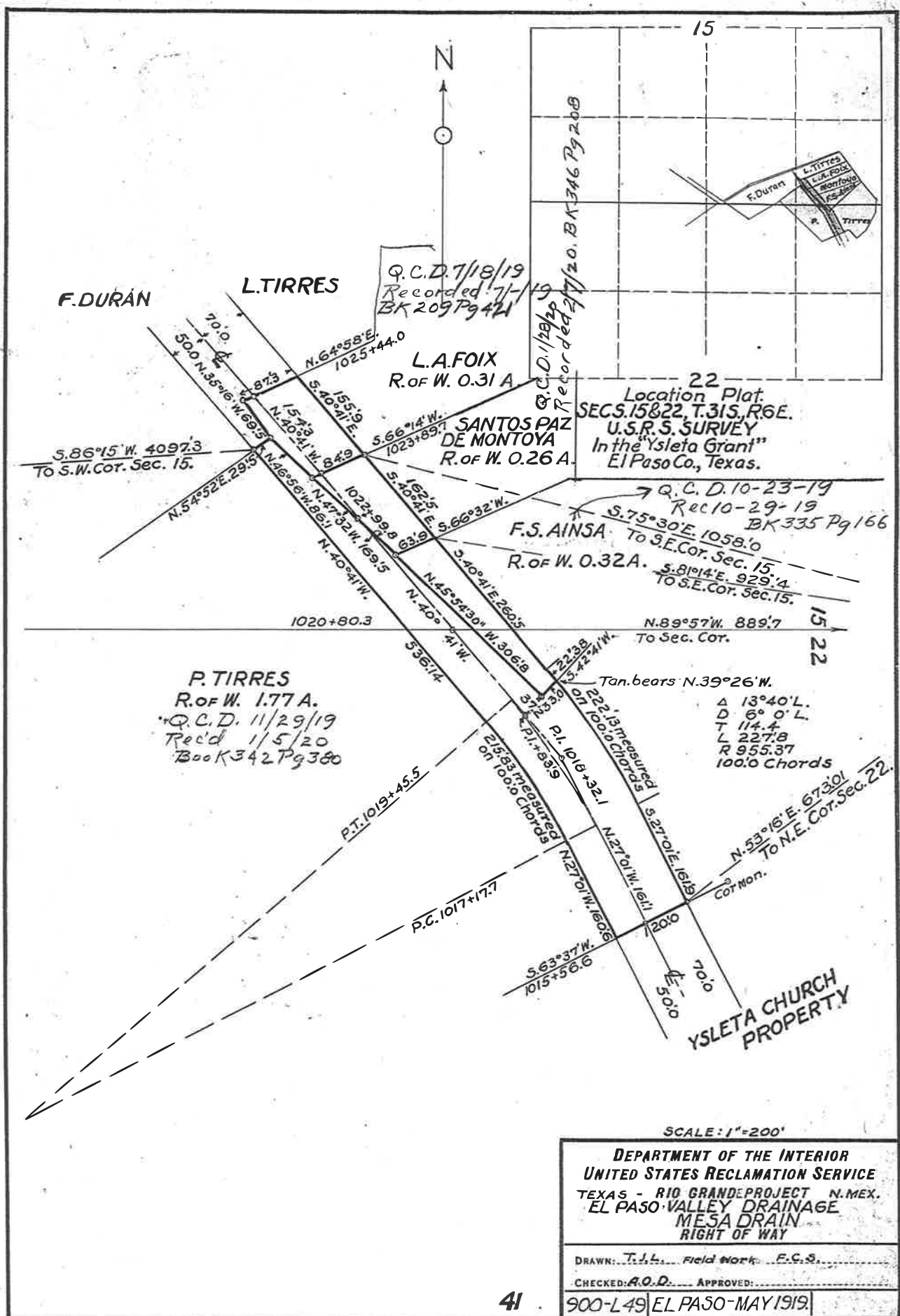
in the records of said County, in Volume 335 on Pages 166

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.

W D Greet

Clerk County Court, El Paso County, Texas.

By Deputy.



~~ARTICLE For and in consideration of the faithful performance of this contract, the contractor shall be paid~~

3.

ARTICLE 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 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. S. Janson~~

By _____
Project Manager, U. S. R. S.

F. S. Ainsa

Contractor.

P. O. address: #300 S. Stanton St.
El Paso, Tex.

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.

the right to go upon said described land for the purpose of surveying, constructing, repairing, operating, and maintaining said El Paso Valley Mesa Drain and other operations of the Reclamation Service incident thereto, and any cause of action arising from damage to crops or other improvements thereon belonging to the contractor that may result in consequence of such entry is hereby waived by the contractor as hereinbefore 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 to procure the same to be obtained upon compensation in any way 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. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the contractor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

~~ARTICLE~~ ~~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.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT

New Mexico-Texas

THIS AGREEMENT, Made this the 23rd day of Octobernineteen hundred and nineteen, in pursuance of the act of June 17,

1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

L. N. Larson Project Manager,United States Reclamation Service, thereunto duly authorized and subject to the approval of the proper supervisory officer, and F. S. Ainsahereinafter styled Contractor, his heirs,, executors, administrators, successors, and assigns,

WITNESSETH, The parties covenant and agree that:

ARTICLE I. The Contractor will

WHEREAS, Under even date herewith a quitclaim deed was executed by the contractor herein, releasing and quitclaiming to the United States of America for canal right of way for the Rio Grande project, a certain tract of land approximately 2 miles northwest of the town of Yaleta, Texas, in the Northeast quarter of the Northeast quarter of Section 22, and in the Southeast quarter of the Southeast quarter of Section 15, Township 31 South, Range 6 East, U.S.R.S. Survey, containing 0.32 acre, more or less, in El Paso County, State of Texas; 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; and,

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

NOW, THEREFORE, in consideration of the sum of Sixty-four and no/100 (\$64.00) 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

Correct as to Engineering Data E. M. A.

CERTIFICATE.

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

A tract of land in the northeast quarter of the northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of section twenty-two (22) and in the southeast quarter of the southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) section fifteen (15) township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, and being in the Ysleta Grant, El Paso County, Texas, more particularly described in quitclaim deed dated October 23, 1919, running from P. S. Minna to the United States of America:

That the tax records of said county indicate P. S. Minna, 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

Asst District Counsel

El Paso, Tex.,

October 23, 1919.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Tex.

DEC 22 1919

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for ~~approval~~ ~~acceptance~~ ~~acceptance~~

Donation deed dated Oct. 23, 1919

~~xxxxxx~~ Running from F. S. Ainsa

Estimated amount involved, \$0

Authority No. 6-5

Accompanied by bond and 2 copies

or Clearing Acct.

(Insert "Yes" or "No" bond) No bond

Purpose:

Donation of right of way for 0.32 acre for Mesa Drain.
(Land is not homestead property)

Advise Project Manager at

El Paso, Tex.

(Post office and State)

District Counsel at

El Paso, Tex.

(Post office and State)

and Chief of Construction, Denver, Colorado.

~~execution~~

of the approval of the above, using extra copy hereof.
Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 206, Vol. 1 of Manual.

L. E. LAWSON

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Denver, Colo. December 31, 1919.

Acting Chief of Construction to Director:

It is recommended that the above described ~~contract~~ ~~the~~ ~~executed~~ deed be accepted.

~~approved~~ ~~and~~ ~~bond~~ ~~if~~ ~~any~~ ~~approved~~.

Inclosures:

Orig. & 3 copies of form letter.

" recorded deed dated Oct. 23, 1919.

" tax certificate,

1 Blue print, 900 L 49, May 1919.

E. E. PERRY

(Signature)

executed

Washington, D. C. DEC 9 1920

Contract approved and bond, if any, ~~approved~~ by ~~accepted~~

on DEC 1920

Assistant to the Director

JAN-320 6381

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated Oct. 23, 1919 with F. S. Ainsa are required for purposes authorized by the Act of June 17, 1902 (32Stat. 388), namely, as right of way for the Mesa Drain, a part of the Rio Grande project; that the consideration to be paid thereunder \$64.00 (which is for 0.32 acre at the rate of \$200.00 per acre, this amount being allowed as the land is in intensive cultivation being in orchard and garden truck.) is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

E. M. LAWSON.

Project Manager.

El Paso, Tex.

Oct. 23, 1919.

El Paso, Tex.
Oct. 25, 1919.

County Recorder for El Paso County,
El Paso, Tex.

Dear Sir:

Transmitted herewith for official record *we*
two deeds dated October 23, 1919 running from
F. S. Ainsa to the United States of America.

Very truly yours,

C. F. Harvey

Asst. District Counsel.