

-70

BRADY, DR. JOHN B. & RIO GRANDE VALLEY BANK & TRUST COMPANY

QUITCLAIM DEED

131

MESSA DRAIN

0023-0037-0645-00

11-(45) TEXAS

RIO GRANDE

1918-1919

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

J. B. Brady

Know all Men by these Presents:

THAT We, J. B. 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 consideration 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 receipt of all of which is hereby acknowledged; but in consideration of the benefits to be derived by such construction, the Grantors, for 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, ~~which~~ do by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said

The United States of America and its

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

A tract of land approximately $1\frac{1}{2}$ miles east of the town of Ysleta, Texas, in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 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: Beginning 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°18' 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 beginning; said tract of land containing 2.35 acres, more or less;

Also a tract of land approximately $1\frac{1}{2}$ 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 between 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 northeast 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. 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. WITNESS our hand and this the 12th day of December, A. D. 1918.

Witnesses at Request of Grantor

H. H. Watson, Cashier,
(SEAL)

J. B. Brady

Rio Grande Valley Bank & Trust Co.
By W. Cooley, Pres.

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

By

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

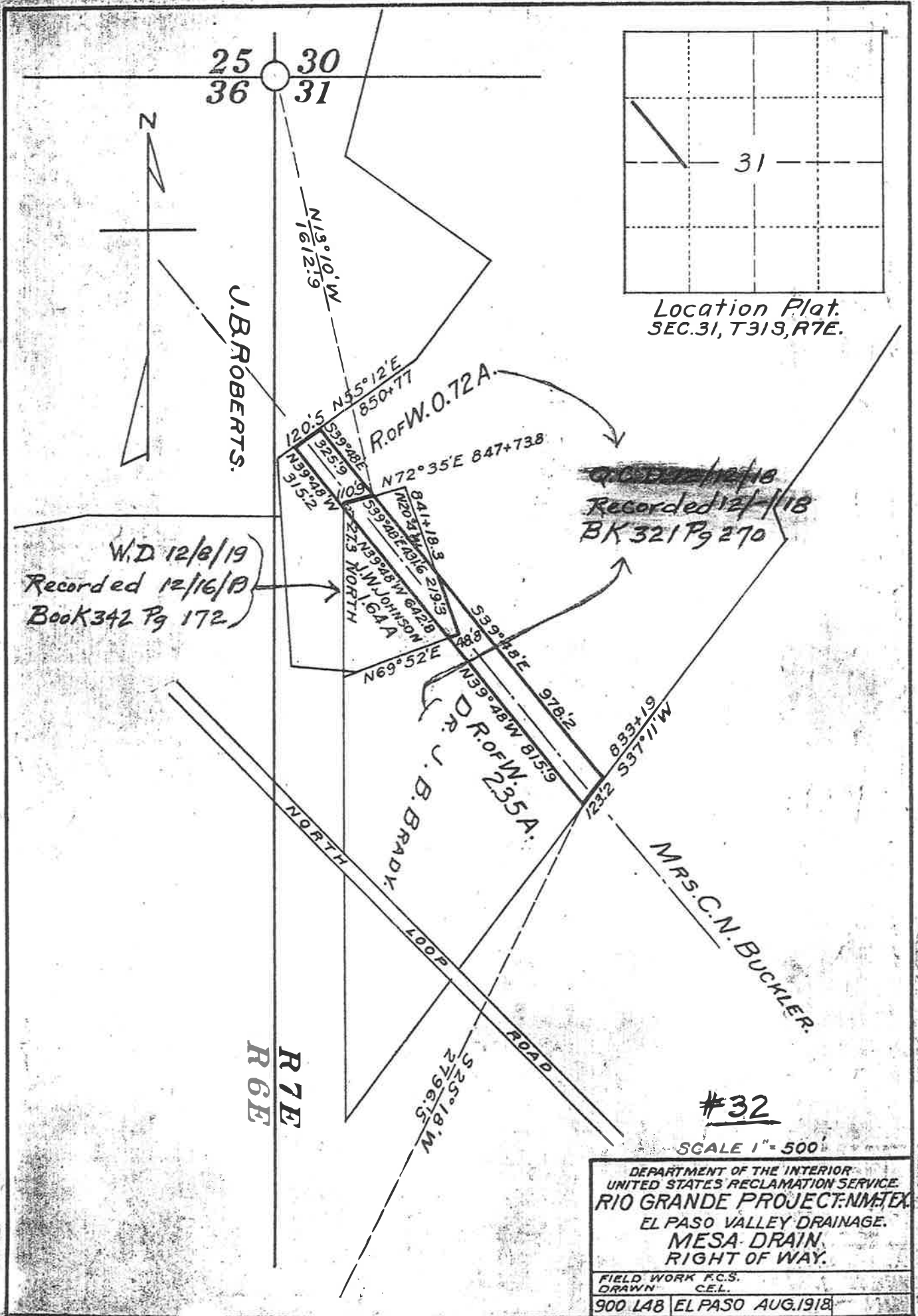
THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

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. 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 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.



CANAL

Mesa Grande

COUNTY

El Paso Valley

1. Mailing address of each party

Mr 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 plowing, plowing laterals & borders. 235-
Bridge 033+25 - 350-

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

Pro Grande Banks Holds note for
\$2500 on 1/100

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.

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.H. LANSOX

Project Manager.

El Paso, Texas,
Dec. 14, 1918.

Dr. James B. Brady,
305 Two Republics 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*

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.

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

ARTICLE ³..... 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 ⁴..... 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,

By L. H. LAWSON
Project Manager, U. S. R. S.
J. B. Brady

Contractor,

P. O. address P. O. Box 26,
El Paso, Texas.

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 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.

Article 3. 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 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

L. M. LANSON 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:

~~Agreement in 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 Ysleta, 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

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas

FEB 3 - 1919, 19

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

quitclaim deed for acceptance and filing

Subject: Forwarding ~~contract for approval~~.

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 Bluprint.

L.M. LAWSON

(Signature.)

Denver, Colo., , 19

It is recommended that the above-described contract be approved

Inclosures:

_____ copies of contract.

_____ copies of form letters of transmittal.

Chief of Construction.

Washington, D. C.

accepted by

Contract (and bond, if any), was approved by

on

FEB 25 1919

MORRIS BIEN,
Assistant to the Director.

FEB 10 '19 92294

(Over.)

CERTIFICATE

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

A tract of land in the NW $\frac{1}{4}$ of SW $\frac{1}{2}$ 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 homestead 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 claimer, 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.

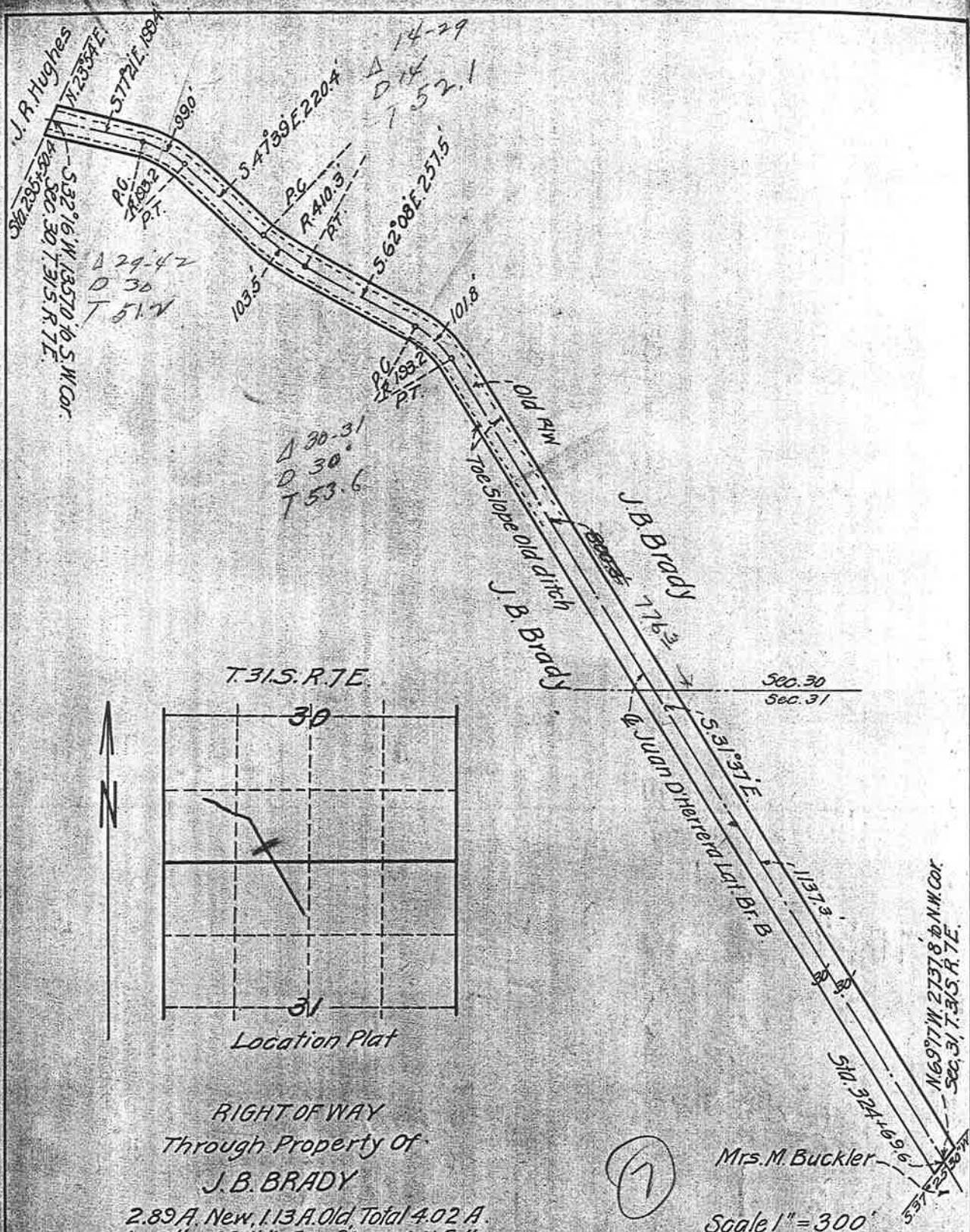


POSSESSORY CERTIFICATE

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.



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 Ysleta Grant, El Paso
County, Texas.

Note:
Curve Lengths based on 100' Chords

7

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.D.D.	Recommended
Checked	Approved
897-L6	El Paso, Tex. 7/26/18