

BUCHANAN, GEORGE

QUITCLAIM DEED

131

MESA DRAIN

0023-0074-0020-00

7-(20) TEXAS

THE STATE OF TEXAS }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, George Buchanan,

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. 4388) and acts amendatory thereof and supplemental thereto,

of the County of - - - - -, and - - - - -, 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 3 miles Northwest of the town of Ysleta, Texas, in the East half of the Southwest quarter and the Southwest quarter of the Southeast quarter, of Section Fifteen (15), Township Thirty-one (31), South, Range Six (6) East, United States Reclamation Service survey, being also in the Ysleta Grant, and more particularly described as follows: Beginning at the most easterly corner of the tract of land herein described, which is a point on the property line between land of Grantor herein and L. Dominguez, from which point the southwest corner of said section 15 bears South 72°34' West, three thousand two hundred seventy-eight and eight tenths (3278.8) feet; thence North 66°51'30" West, eight hundred fifty-four and sixty-four hundredths (854.64) feet to point on southeasterly right of way line of Juan d'Herrera Lateral, Branch B; thence North 66°06' East, twenty-eight and twelve hundredths (28.12) feet along said right of way line; thence to the right along a seven hundred eighty-nine (789.0) feet radius curve, seventy-one and two tenths (71.2) feet, based on 100 ft. chord, to point of intersection of said right of way line with property line between land of Grantor herein and Lauro Dominguez at which point the tangent to said curve bears North 71°16'10" East, and from which point the southeast corner of said Section 15 bears South 64°33' East, three thousand one hundred fifty-one (3151.0) feet; thence South 61°44'30" East, seven hundred eighty-seven and sixty-five hundredths (787.65) feet along said property line to point of beginning; said tract of land containing sixty-nine hundredths (0.69) acre, more or less, this land not being homestead property of the grantor;

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 assigns forever.

WITNESS my hand this the 18th day of July, A. D. 1919

GEORGE BUCHANAN

Witnesses at Request of Grantor:

Correct as to Engineering Data

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE

ACKNOWLEDGMENTS

TO

Filed for record, this

day of 19, at

o'clock and minutes M.

Clerk.

By 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
George Buchanan

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 18th day of July, A. D. 1919

My com ex June 1 1921

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 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 reract 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 209 on Pages 422

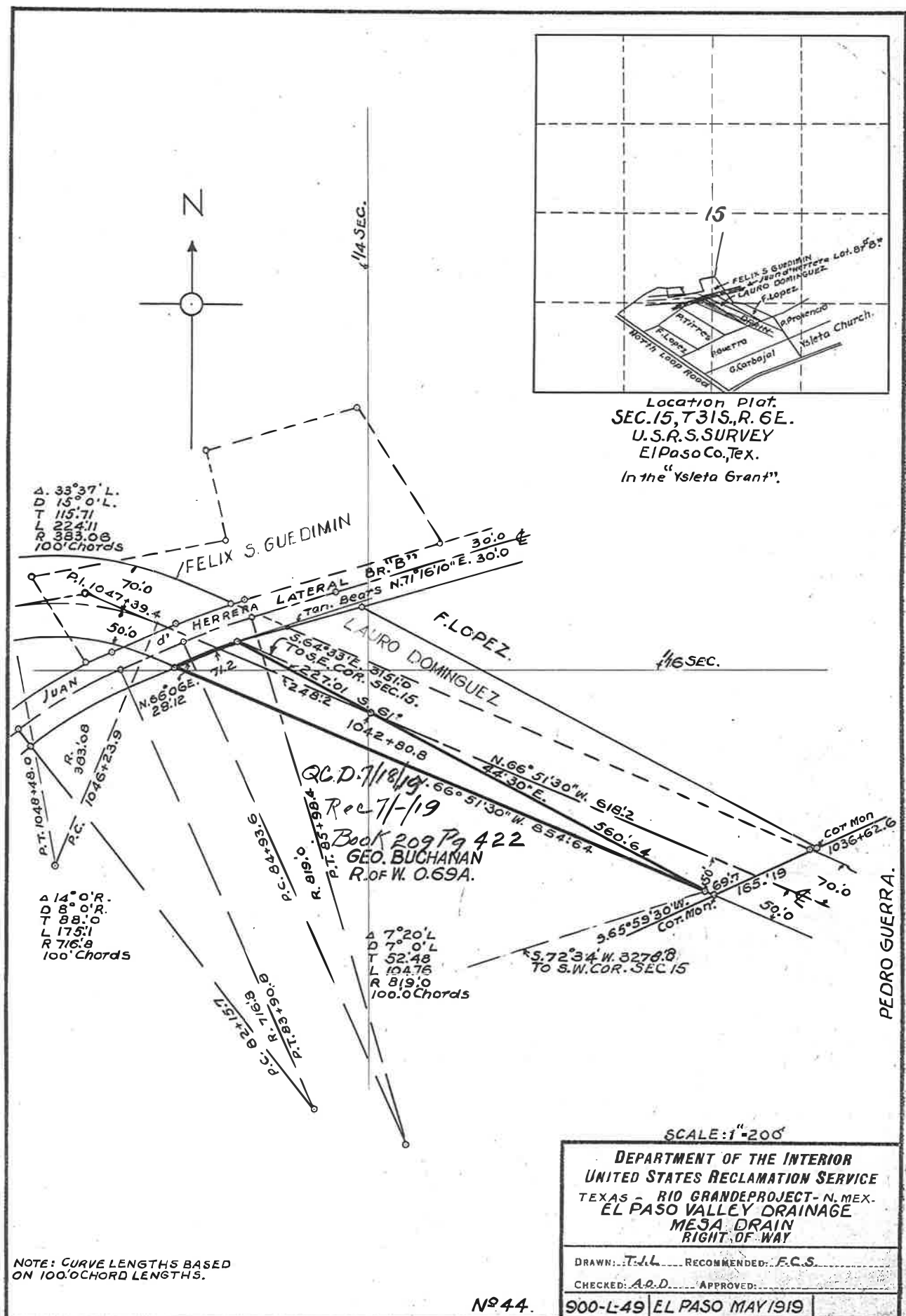
Witness my hand and the seal of the County Court of said County, at office El Paso, Texas, the day and
year last above written.

Clerk County Court, El Paso County, Texas.

By, Deputy.

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this the 18th day of July,



the right to go upon said described land for the purpose of surveying, constructing, repairing, operating, and maintaining the 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 is 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 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 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.~~

~~And the performance of this contract the~~

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.

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

ARTICLE3. 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.

ARTICLE4. 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).

ARTICLE5. 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. JAMES
Project Manager, U. S. R. S.
GEORGE BUCHANAN

Contractor:
P. O. address Ysleta, 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 _____

CERTIFICATE.

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

A tract of land in El Paso County, Texas, containing approximately 0.69 acre, being in E $\frac{1}{2}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of sec. 15, T. 31 S., R. 6 E., United States Reclamation Service survey, more particularly described in quitclaim deed dated July 18, 1919, running from George Buchanan to the United States of America:

That the tax records of said county indicate George Buchanan, 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

Assistant District Counsel.

El Paso, Texas,
July 19, 1919.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated July 18, 1919, are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$128.00 (this amount being in payment of 0.69 acre of land at the rate of \$200 per acre, the rate being as stated on account of the intensive nature of the cultivation, the land having been in garden truck at time donation deed was made, and the drain cutting through a small land holding of about three acres, thus badly deteriorating the value of what is left of this holding) is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

E M LARSON

Project Manager.

El Paso, Texas,

July 19, 1919.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, SEP 5 - 1919, 1919

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

Subject: Forwarding contract for approval.

Agreement dated July 18, 1919 Rio Grande Project

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

With George Buchanan

Estimated amount involved, \$ 120.00 Authority No. 6-5
or clearing acct.

~~Accompanied by bond and two copies.~~
(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Settlement for improvements on 0.69 acres of land
donated for right of way for mesa drain by quitclaim
deed dated July 18, 1919.

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

Inclos. Orig. & 3 copies contract.
Certificate of recommendation.
2 blueprints.

L M LAWSON

Project Manager.

Denver, Colo., Sept. 12, 1919.

It is recommended that the above-described contract be approved.

Inclosures:

Orig. & 3 copies of form letter,
" " 2 " " contract,
" cert. of necessity,
1 blue print.

R. I. WALTERS

ACTING Chief of Construction.

Washington, D. C., SEP 24 1919

Contract (and bond, if any,) was approved by MORRIS BLEN,
on SEP 23 1919 Assistant to the Director,
SEP 15 '19 2664

El Paso, Texas, July 19, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two
quitclaim deeds as follows:

Deed dated July 18, 1919, running from L. A. Feix.

Deed dated July 18, 1919, running from George Buchanan.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

CARAD Mesa Verde COUNTY El Paso

1. Mailing address of each party Geo. Buchanan
Ysleta Texas

2. Personal status of each party (married, single, widow or widower): Married

3. List of improvements (state, as by itemized bill, how total consideration was fixed):
Garden Truck Chili + Beans
\$150.00

4. 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:

No liens

5. State whether or not land is homestead property Not Homestead

6. 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 3 Acre. : assessed at \$

other available information

7. Grantor will order title guaranty.
Grantor agrees that Service may order title guaranty and make deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
☒ 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.
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the lienor).
Grantor states that land is encumbered (as per item 5) and will at once take steps to remove same.

8. Cost of structures to be built by Service. None