

FOIX, LA A.

QUITCLAIM DEED

131

MESA DRAIN

0023-00-~~44~~-0027-00

7-(27) TEXAS

THE STATE OF TEXAS. }
 COUNTY OF EL PASO. }
 I, L. A. FOIX,

KNOW ALL MEN BY THESE PRESENTS: THAT

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

~~hereby~~ 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 2 miles Northwest of Ysleta, Texas,
 in the southeast quarter of the southeast quarter of Section Fifteen (15)
 Township Thirty-one (31) South, Range Six (6) East, United States Reclama-
 tion Service survey, being also in Ysleta Grant, and more particularly
 described as follows: Beginning at the southeast corner of the tract of
 land herein described, which is a point on property line between land of
 grantor herein and Santos Paz de Montoya, from which point the southeast
 corner of said Section 15 bears South 75°30' East, one thousand fifty-eight
 (1058.0) feet; thence South 66°14' West, eighty-four and nine tenths (84.9)
 feet along said property line to corner common to lands of grantor herein,
 said Santos Paz de Montoya and P. Tirres; thence North 46°56' West, eighty-
 six and one tenth (86.1) feet along property line between land of Grantor
 herein and said P. Tirres to corner common to lands of Grantor herein,
 said P. Tirres and E. Duran; thence North 35°16' West, sixty-nine and five
 tenths (69.5) feet along property line between land of Grantor herein and
 said E. Duran to corner common to land of the Grantor herein, said E. Duran
 and L. Tirres; thence North 64°58' East, eighty-seven and three tenths
 (87.3) feet along property line between land of Grantor herein and said L.
 Tirres; thence South 40°41' East, one hundred fifty-five and nine tenths
 (155.9) feet to point of beginning; said tract of land containing thirty-
 one hundredths (0.31) acre, more or less, and 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

~~hereby~~ assigns forever.

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

Witnesses at Request of Grantor

L A FOIX

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Correct as to Engineering Data 11-20-20

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
L A Foix

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. 19 19

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 retract it.

Given under my hand and seal of office, this day of A. D. 19

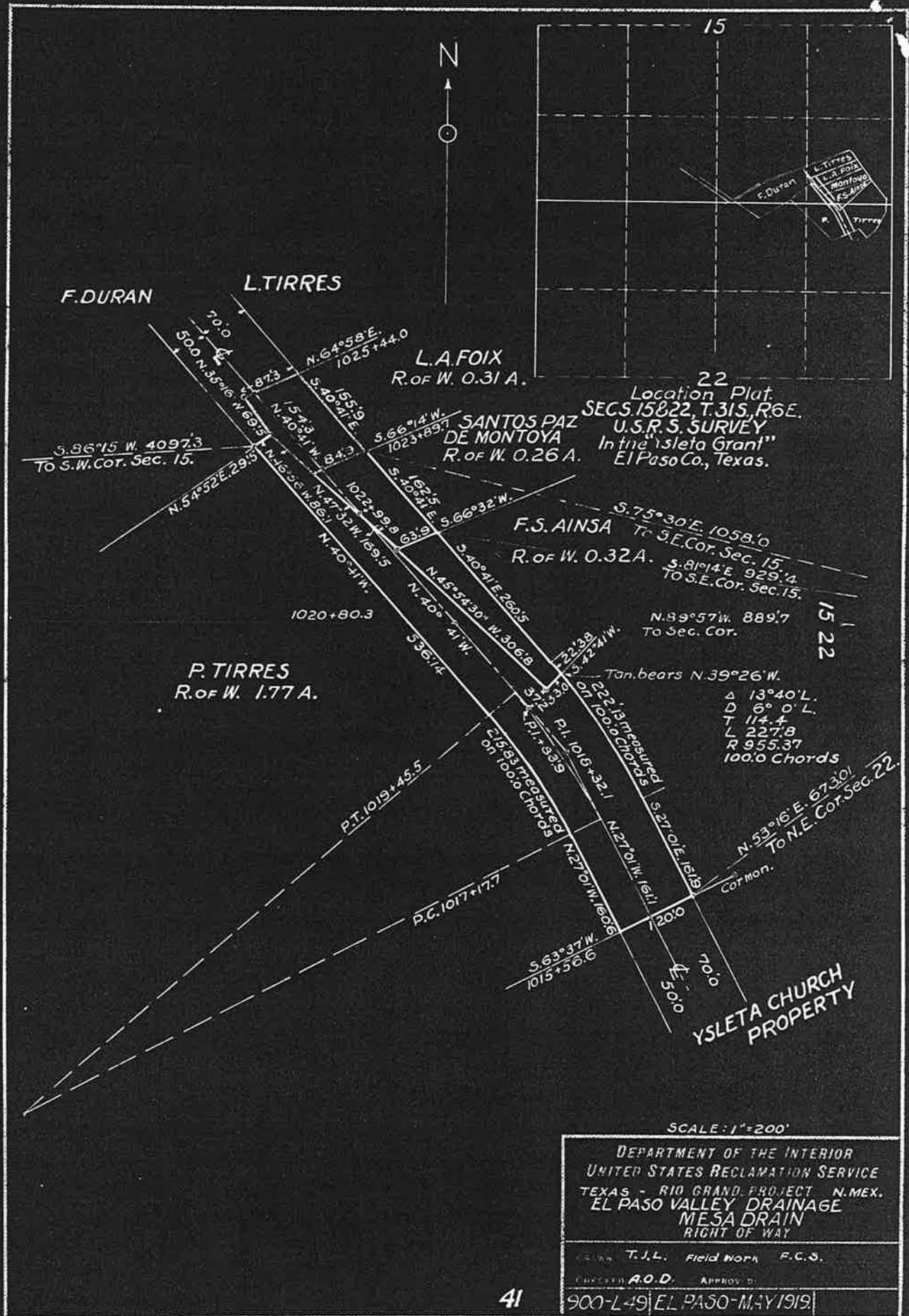
THE STATE OF TEXAS, }
COUNTY OF EL PASO.

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 209 on Pages 421

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.



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

the 18th day of July,

THIS AGREEMENT, Made

nineteen hundred and nineteen, in pursuance of the act of June 17,

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

L.M. Lawson Project Manager,United States Reclamation Service, thereunto duly authorized and subject to the approval of the
L A Foix
proper supervisory officer, andhereinafter styled Contractor, his heirs,, executors, administrators, successors, and assigns,

WITNESSETH, The parties covenant and agree that:

~~Article 1. 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 Ysleta, Texas, in the Southeast quarter of the Southeast quarter, Section fifteen (15), Township Thirty-one (31) South, Range Six (6) East, United States Reclamation Service survey, being also in the Ysleta Grant, containing thirty-one hundredths (0.31) acre, more or less, in County of El Paso, 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-two and 0/100 (\$62) 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, 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 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 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.~~

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 5. 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. L. LAWSON
Project Manager, U. S. R. S.

L A FOIX

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 } ss:
COUNTY OF

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 With reference to the following described land:

A tract of land in SE $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 15, T. 31 S., R. 6 E., United States Reclamation Service survey, El Paso County, Texas, containing approximately 0.31 acre of land, more particularly described in quitclaim deed dated July 18, 1919, running from L. A. Foix to the United States of America:

That the tax records of said county indicate L. A. Foix, the reputed owner, to be the actual owner; that the land is not homestead property; and 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

El Paso, Texas,
July 19, 1919.

Assistant District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, SEP 5 - 1919, 19

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 L A Felix

Estimated amount involved, \$ 62.00

Authority No. 6-5
or clearing acct. 6-5

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

Purpose:

(See instructions on back.)

Settlement for improvements on 0.31 acres of land donated for area drain right of way 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

incls. Orig. & 3 copies contract.

Certificates of recommendation.

2 blueprints.

L M LAWSON

Project Manager.

Denver, Colo., Sept. 11, 1919.

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

Inclosures:

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

W. F. WALTER
ACTING Chief of Construction.

Washington, D. C., SEP 20 1919

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

MORRIS BIEN,

on SEP 15 1919

Assistant to the Director.

SEP 15 '19 2561

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. Foix.

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

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

CAMP Mesa Grain COUNTY El Paso

1. Mailing address of each party L.A. Foix
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 Beans Corn Chili
62⁰⁰
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):
in tax records: If no survey number is available state item (under whose name assessed and line number in assessment book):
Acreage 2 1/2 Acres 3 A.: 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 3) and will at once take steps to remove same.
8. Cost of structures to be built by Service. none