

THE STATE OF TEXAS.

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

We, Ralph J. Garner and Jessie B. Garner, husband and wife

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 us in hand paid by the United States of America, pursuant to Act of Congress of June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto, 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, its

~~Grantor~~ assigns all our 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 southeast quarter of the southwest quarter of Sec. 9, Township 31 S., Range 6 E., United States Reclamation Service Survey, being also in Survey No. 155 of the Ysleta Grant, more particularly described as follows: Beginning at the southwest corner of the tract of land herein described which is a point common to lands of Grantor herein, M. L. Cadwallader and F. Cordova, and from which point the southwest corner of said Sec. 9 bears S. 65° W. 2226.4 feet; said point being southwest corner of lands of Grantor herein and southeast corner of lands of M. L. Cadwallader; thence N. 0° 16' W. 123.02 feet along property line between land of the Grantor herein and said M. L. Cadwallader to point on a 816.78 foot radius curve the tangent of which at said point bears S. 63° 32' 38" E. and from which point the northeast corner of said Sec. 9 bears N. 37° 41' E. 5327.22 feet; thence, southeasterly and to the right along said curve 227.15 feet, based on 100.0 foot chords to point on property line between land of grantor herein and said F. Cordova, and at which point the tangent to said curve bears N. 47° 35' 53" W., thence, N. 88° 26' W. 186.38 feet along said property line to point of beginning; said tract of land containing ~~or~~ twenty-nine hundredths (0.29) 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, its

~~Grantor~~ assigns forever.

WITNESS our hands this 2nd day of December A. D. 1919

Witness at Request of Grantor:

Ralph J. Garner

Jessie B. Garner

Correct as to Engineering Data U. C. D.

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
Ralph J. Garner

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 2nd day of December, A. D. 1919

Geo. W. Hoadley

My com. ex. June 1, 1921..

Notary Public

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 Jessie B. Garner wife of
Ralph J. Garner

, 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 Jessie B. Garner 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 2nd day of December, A. D. 1919

Geo. W. Hoadley

My com. ex. June 1st, 1921.

m Notary Public.

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

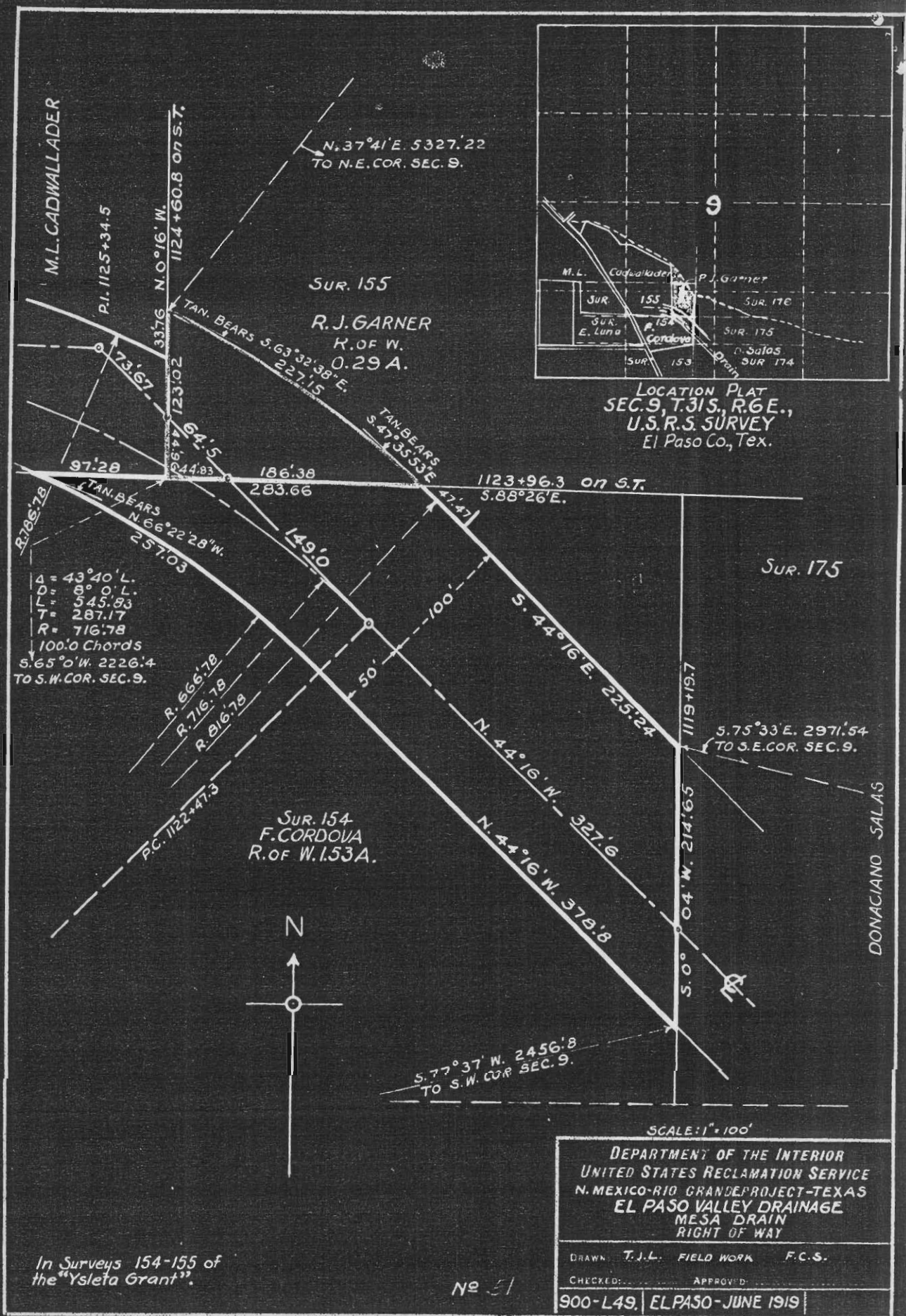
I, Clerk of the County

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 340 on Pages 62

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

THIS AGREEMENT, Made the 2nd day of December

nineteen hundred and nineteen in pursuance of the act of June 17,
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by
and acts amendatory thereof or supplementary theretoI. M. Lawson Project Manager,
United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and Ralph J. Garner and Jessie B. Garner,
husband and wifehereinafter styled Contractors, their heirs, executors, administrators, successors, and
assigns,

WITNESSETH, The parties covenant and agree that:

ARTICLE 1. The Contractor will

2. WHEREAS, Under even date herewith a quit-claim 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 in the southeast quarter of the southwest quarter of Section 9, Township 31 South, Range 6 East, United States Reclamation Service Survey, being also in Survey No. 155 of the Yaleta Grant, in the County of El Paso, State of Texas, containing twenty-nine thousandths (0.29) acres, more or less.

3. WHEREAS, the United States desires immediate possession of the land herein described for use in the construction of the Mesa Drain; and,

4. WHEREAS, the Contractor ^{are} is the owner of the improvements on said described land:

5. NOW, THEREFORE, in consideration of the sum of Fifty-eight and 00/100 (\$58.00) Dollars, the value of said improvements, to the Contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the contractors hereby waive and release 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 quit-claim deed herein referred to.

Correct as to Engineering Data

6. 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 Mesa Drain and other operations of the Reclamation Service incident thereto, and any cause of action arising from damage thereto 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.

7. The Contractors expressly warrant that they have employed no third person to solicit or obtain this contract in their 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 they have 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 them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree 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 through a bona fide commercial representative employed by the Contractors in the regular course of their 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 through 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 8. For full consideration of the faithful performance of this contract, the contractor shall be paid~~

ARTICLE 8... 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 9... 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 10... 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. Lewson,

Project Manager, U. S. R. S.

Ralph J. Garner

Jessie B. Garner

Contractor.

P. O. address Box 620 RFD #1

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 _____

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande

Project El Paso, Tex. JAN 24-20

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated Dec. 2, 1919.

With Ralph J. Garner and Jessie E. Garner (husband and wife)

Estimated amount involved, \$58.00 Authority No. 6-5

Accompanied by bond and 2 copies or Clearing Acct.

(Insert "Yes" or "No" bond)

No bond

Purpose:

Settlement for improvements on 0.29 acre land donated
by deed dated Dec. 2, 1919.

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. M. Lawson

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Denver, Colo. January 31, 1920

ACTING Chief of Construction to Director:

It is recommended that the above described contract be

~~executed~~

approved and bond if any approved.

Inclosures:

Orig. & 3 copies of form letter

" " 2 " contract

" certificate of necessity

1 Blueprint 900-149, June 1919.

See Over

F. E. Weymouth.

(Signature)

executed

Washington, D. C. FEB 6 1920

Contract approved and bond, if any, approved by

on FEB 6 1920

Morris Bien
Assistant to the Director

FEB 3 1920

Inclosures:

Original and copies of form letter of transmittal.
Original and copies of contract

Remarks:

INSERTED IN DENVER OFFICE:

There is a discrepancy between the words and the figures stating the amount of land involved in this contract as noted in paragraph B thereof.

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.
2. The office in which the contract originates will transmit *two (2) copies* of this form in excess of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.
3. With every contract submitted involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.
4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, giving dates, stating whether a telegram or letter, and from and to whom.
5. The office in which this contract originates should list all inclosures in the space above.
6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.
7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

CERTIFICATE.

I HEREBY CERTIFY, That the rights and property described in the agreement dated December 2, 1919 with Ralph J. Garner and Jessie B. Garner 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 \$58.00 is reasonable and the lowest that could be obtained, (the said consideration being for cultivation in garden truck upon 0.29 acre at \$200.00 per acre, this payment being for improvements and waiver of all claims by landowner, and not for the land itself, as the land has been donated to the United States as set forth in the above described agreement) and I recommend that the contract *by* be approved.

L. M. Lawson.

Project Manager

El Paso, Tex.

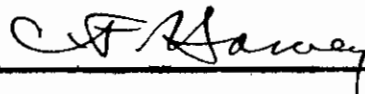
Dec. 2, 1919.

CERTIFICATE.

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

A tract of land in the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), Section 9, Township 31 South, Range 6 East, United States Reclamation Service Survey, being also in Survey No. 155 of the Yaleta Grant, El Paso County, Texas, more particularly described in quitclaim deed dated December 2, 1919, running from Ralph J. Garner and Jessie B. Garner, husband and wife to the United States of America;

That the tax records of said county indicate that Ralph J. Garner, the reputed owner is the actual owner; 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.



Asst. Dist. Counsel.

El Paso, Texas

Dec. 2, 1919.

El Paso, Tex.
Dec. 4, 1919.

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

Dear Sir:

Transmitted herewith for official record ^{is}
donation deed dated December 2, 1919 running from
Ralph J. Garner and Jessie B. Garner, Husband and
wife to the United States of America.

Yours very truly,

C. F. Harvey

Asst. District Counsel.

Incl

CANAL Mesa Dam COUNTY El Paso

1. Mailing address of each party Ralph J. Garner
Box #620 RFD El Paso 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 @ rate 200.00
all
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:
Jas G Mc Grady holds note for 700.00
5. State whether or not land is homestead property Homestead
6. Survey number of tract (if not embodied in land description):
If not survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):
Acreage 528 A : assessed at \$.
other available information Deed filed 11/22/19.
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