

THE STATE OF TEXAS.

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, **Cora B. James, a widow,**

of the County of **El Paso, State** of **Texas**, for and in consideration of the sum of **One and 0/100 (\$1.00)** DOLLARS,

to ~~me~~ in hand paid by **the United States of America, pursuant to the act of June 17, 1902 (32 Stat. 328), 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, its

~~hereby~~ 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 three miles northwest of the town of Yaleta, Texas, in the southeast quarter of the northeast quarter of section 16, township 31 south, range 6 east, United States Reclamation Service survey, being also in the Yaleta grant, and more particularly described as follows:

Beginning at the most southerly corner of the tract of land herein described, which is a point on the property line between land of the grantor herein and W. F. Payne, from which point the southeast corner of said section 16 bears S. 5°0'35" E. 2883.8 feet; thence N. 16°38'30" E. 227.4 feet; thence along a curve to the left of 523.15 feet radius 219.86 feet, measured on 50-foot chords, to a point on the property line between land of the Grantor herein and Charles Bassett, the tangent to the curve at said last named point bearing N. 40°43' E.; thence N. 89°59' E. 167.51 feet along said property line to corner common to land of the grantor herein, said Charles Bassett and W. F. Payne; thence S. 0°20'30" E. 409.6 feet along property line between land of the Grantor herein and said W. F. Payne, to point of beginning; said tract of land containing sixty-three hundredths (0.63) acre, more or less;

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, its**

~~hereby~~ assigns forever.

WITNESS ~~my~~ hand this **5th** day of **November** A. D. 19**19**.

Witness at Request of Grantor:

CORA B JAMES

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
Gora B. James

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 5th day of November, A. D. 1919

Geo W Hoadley

Notary Public

my com exp June 1st 1921

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, W D Greet Clerk of the County
Court of said County, do hereby certify that the above instrument of writing, dated on the fifth
day of November, A. D. 1919 with its certificate of authentication, was filed for record in my
office this sixth day of November, A. D. 1919, at 4.00 o'clock P. M.
and duly recorded the eighth day of November, A. D. 1919, at 8.26 o'clock A. M.
in the records of said County, in Volume 337 on Pages 403

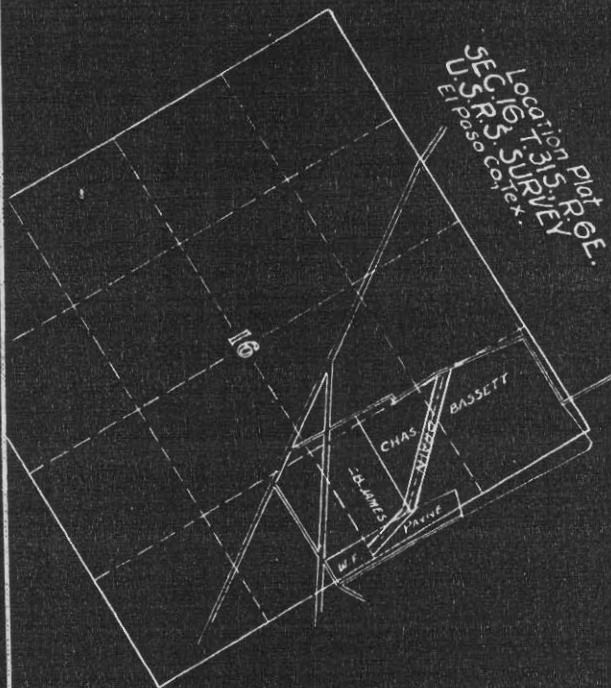
Witness my hand and the seal of the County Court of said County, at office El Paso, Texas, the day and
year last above written.

W D Greet

Clerk County Court, El Paso County, Texas.

By Florence C Rook, Deputy.

In the "Ysleta Grant"



Location of plat 19 E.
SEC. 16 SURVEY
El Paso Co. Tex.

W.F. PAYNE.

N. 52° E.
20' ROAD
N. 52° E.

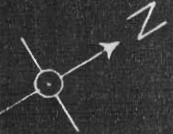
N. 57° 05' 30" E. 1009.72
TO NE. COR. SEC. 16.

1097+55.6
1097+27.9
166.5
50.0
70.0

CHAS. BASSETT
R. of W. 3.994.

N. 44° 16' E. 1419.24
S. 44° 16' E. 1419.24
N. 44° 16' W. 1352.10

N. 44° 16' W. 1303.9



P.T. 1083+75.9
TAN BEARS N. 40° 43' W.
P.C. 1080+98.9
GB. JAMES
R. of W. 0.63 A.
S. 5° 03' 35" E. 2983.3
To SE. COR. SEC. 16
1722 W. 06° 38' 30" N.
178.14
1080+42.5
W.F. PAYNE.
P.L. 589.59 W.
S. 89° 59' 59" W.
132.42
149.5
181.6
19.99
TAN BEARS S. 32° 03' E.
181.6
19.99
S. 27° 37' 30" E. L.
D. 10° 0' L.
T. 140.89
L. 276.25
R. 573.73
50.0 Chords

SCALE 1" = 200'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TEXAS - RIO GRANDE PROJECT N. MEX.
EL PASO VALLEY DRAINAGE.
MESA DRAIN
RIGHT OF WAY
DRAWN T.J.L. FIELD WORK F.C.S.
CHECKED R.O.D. APPROVED
900-L-49 EL PASO, MAY 1919.

CERTIFICATE.

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

A tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ sec. 16, T. 31 S., R. 6 E., United States Reclamation Service survey, El Paso County, Texas, being also in the Ysleta Grant, and containing 0.63 acre, more or less, more particularly described in quitclaim deed dated November 5, 1919, running from Cora B. James, a widow, to the United States of America:

That the tax records of said county indicate Cora B. James, the reputed owner, to be the actual owner; that there are no unsatisfied mortgages or other liens existing against said land; that the land is not occupied adversely to the reputed owner; and that the land is the separate property of the Government grantor, it being a portion of a tract containing originally approximately 54.45 acres, granted to the said Cora B. James by her husband by deed dated May 11, 1914, recorded in Book 256 of Deeds, page 102, records of El Paso County, Texas, to be held by her as her "separate estate, to her sole use and benefit."

C F HARVEY

Asst. District Counsel.

El Paso, Texas,
November 7, 1919.

Certificate.

I HEREBY CERTIFY That the rights and property described in the agreement dated November 5, 1919, with Cora B. James, 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, \$200 (this amount being allowed for stand of wheat on 0.63 acre, and after special reference to the Irrigation District, as there was a dispute as to the value of the improvements on the land), is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L M LAYSON

Project Manager.

El Paso, Texas,
November 5, 1919.

El Paso, Texas, November 5, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quit-claim deed dated November 5, 1919, running from Cora B. James to the United States.

The Reclamation Service is very desirous of completing the transaction represented by this deed, and we ask that you kindly put it through the records "special," in order that we may again obtain it at the earliest possible date.

Thanking you for this and past favors,

Very truly yours,

G F HARVEY

Asst. District Counsel.

incl.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT, Texas - New Mexico.

THIS AGREEMENT, made the 5th day of November, nineteen hundred
and nineteen, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA
hereinafter styled the United States, by D. M. Dawson, Project Manager,

United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper
supervisory officer of the United States Reclamation Service, and Gora B. James,

hereinafter styled Contractor, her heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~2. The Contractor will~~
~~XXXXXXXXXXXX~~

2. Whereas, under even date herewith a quitclaim deed was exe-
cuted 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
northeast quarter of section 16, township 31 south, range 6 east,
United States Reclamation Service survey, in El Paso County, Texas,
containing approximately sixty-three hundredths (0.63) acre; and

3. 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

4. Whereas, the Contractor is the owner of the improvements on
said described land;

5. Now, therefore, in consideration of the sum of two hundred
and 0/100 (\$200.00) dollars, the value of said improvements, to
the contractor in hand paid by the United States, the receipt of
which is hereby acknowledged, the Contractor hereby waives and re-
leases 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 tracts of land as described in the quit-
claim deed herein referred to.

6. It is understood and agreed that the United States, its
agents, officers, and employees, shall at all times have the right to

Correct as to Engineering Data

to 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.

7. 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 through 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 through established commercial or selling agents or agencies regularly engaged in selling such goods.

~~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.

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

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.

9. 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 State or Territories or municipalities having criminal jurisdiction.

10. 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).

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. LAWSON

Project Manager, U. S. R. S.

Cora B James

Contractor.

* By _____

P. O. Address 213½ South Oregon St.,

El Paso, Texas.

† Approved: _____

(Date) _____, 19____

* See pars. 6 and 7, Instructions, over.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

6-5024

CANAL Franklin COUNTY St Paul

1. Mailing address of each party
Cora B James 213 1/2 S Oregon St City
2. Personal status of each party (married, single, widow or widower): Widow
3. List of improvements (state, as by itemized bill, how total consideration was fixed):
Poor stand of Wheat. 200⁰⁰
Consideration fixed by Walter James
4. Interest held by each party, joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:
No Licnor or Mortgage
5. State whether or not land is homestead property Yes
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 10 Acres: 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 licnor).
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,

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas.

NOV 18 1919

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated Nov. 5, 1919.
With Cora B. James.

Estimated amount involved, \$200.00

Authority No.

Accompanied by bond and 2 copies

or Clearing Acct.

(Insert "Yes" or "No" bond)

6-5

Purpose:

Settlement for improvements on 0.63 acre of land donated for mesa drain by same party as contractor, by deed dated Nov. 5, 1919.

Advise Project Manager at El Paso, Texas,

(Post office and State)

District Counsel at El Paso, Texas,

(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. 18, Page 206, Vol. 1 of Manual.

L M LAYSON

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Acting

Denver, Colo. November 25, 1919.

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-L49.

E. I. WALKER

(Signature)

executed

Washington, D. C.

DEC 1 1919

Contract approved and bond, if any, approved by

on DEC 1 1919

CHIEF OF CONSTRUCTION

ORIGINAL SENT TO CHIEF OF CONSTRUCTION

RECEIVED

Morris Kien
Assistant to the Director

NOV 29 '19 4987

Inclosures:

Original and 4 copies of form letter of transmittal.
Original and 3 copies of contract
" " 1 copy certificate of recommendation.
2 blueprints.

Remarks:

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.