

MAURER, GUS L.

QUITCLAIM DEED

(131)

MESA DRAIN

0023-0077-0035-00

11-(35) TEXAS

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, Gus L. Mauser

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 Act
of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof
or supplemental thereto
of the County of El Paso and of Texas 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

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 in the Southeast Quarter of the Southeast Quarter
of Section twenty-three (23) Township thirty-one (31) South, Range six (6)
East, United States Reclamation Service Survey and being also in the
Ysleta Grant and more particularly described as follows: Beginning at
a point on the property line between land of the grantor herein and
H. E. Crawford, from which point a concrete monument being the most
southerly corner of land of said H. E. Crawford and most easterly corner
of land of Essie Lee Payne bears S 46°59' W. 34.2 ft. and the S.E. corner
of said Section twenty-three (23) bears S. 41° 31' E. 1401.4 ft. Thence
southeasterly and to the right along a 1502.7 ft. radius curve, the
tangent to which at said point bears S.46°10'E, a distance of 221.9ft.
based on 100 foot chords, to a point on property line between land of
the grantor herein and L. M. McCrummen at which point the tangent to said
curve bears S.37°42'E; thence along said property line S.46°59'W. 120.6 ft.
to a point on a 1382.7 ft. radius curve, the tangent to which at said
point bears N.37°14'30"W; thence northwesterly and to the left along
said curve, a distance of 222.0 ft. based on 100 ft. chords, to a point
on the property line between land of the grantor herein and Essie Lee
Payne at which point the tangent to said curve bears N.46°26'W; thence
along Northwest bdy. of land of the grantor herein at 85.9 ft. the
hereinbefore mentioned concrete monument and at 120.1 ft. to the point
of beginning, said tract of land containing 0.61 acres 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

heirs and assigns forever.

WITNESS my hand this 6th day of October A. D. 19 19

Witness at Request of Grantor:

Gus L. Mauser

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
Gus L. Mauer

known to me to be the person whose name 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 6th day of October, A. D. 1919
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 W D Greet Clerk of the County

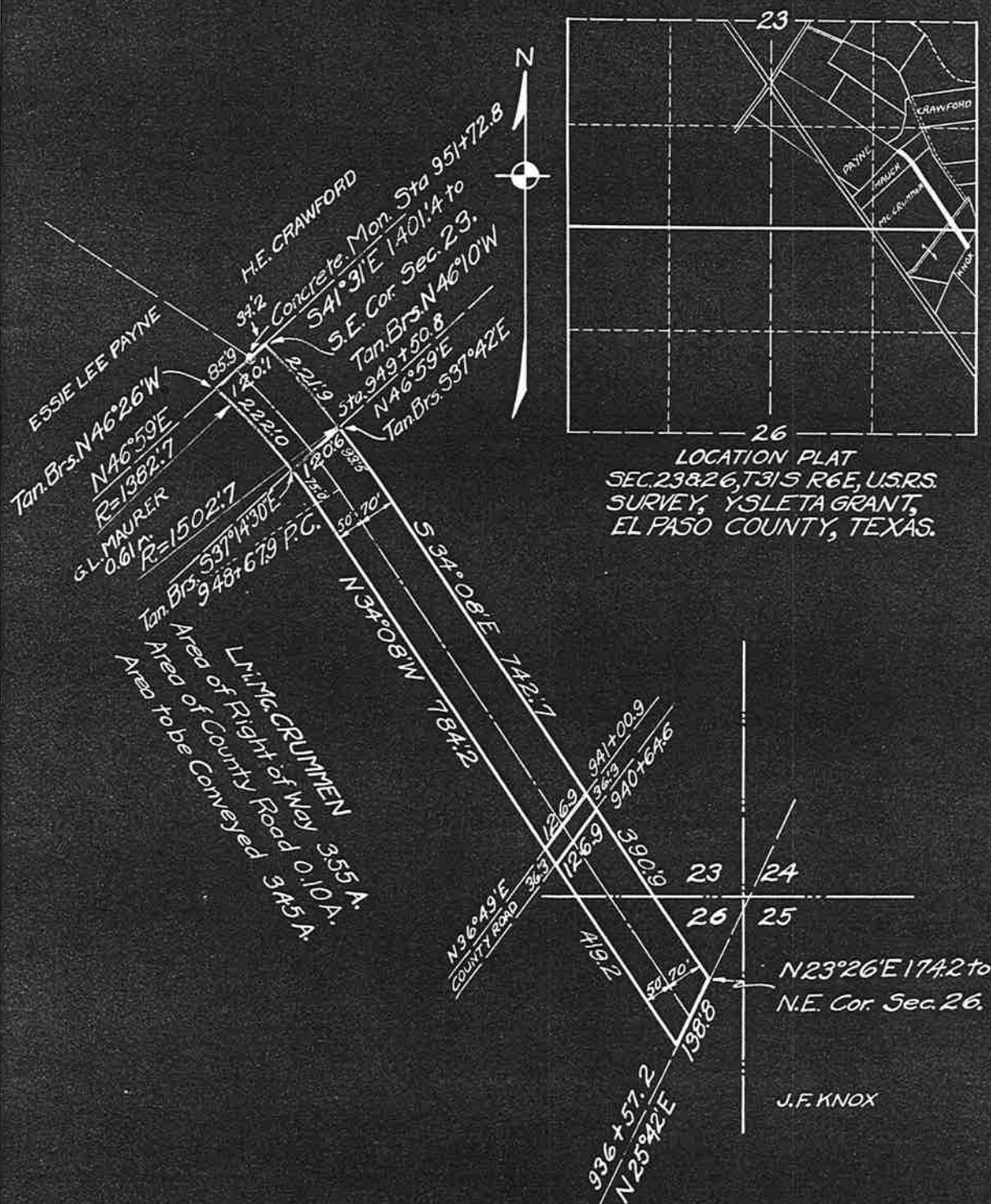
Court of said County, do hereby certify that the above instrument of writing, dated on the 6th
day of October, A. D. 1919 with its certificate of authentication, was filed for record in my
office this 14th day of October, A. D. 1919, at 10:16 o'clock A. M.
and duly recorded the 18th day of October, A. D. 1919, at 11:40 o'clock A. M.
in the records of said County, in Volume 209 on Pages 445.

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 Rock Deputy.



Note:

Curve lengths based
on 100' chord lengths.

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DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT-N.M.-TEX.
EL PASO VALLEY DRAINAGE
MESA DRAIN RIGHT OF WAY
FIELD WORK F.C.S. CHECKED A.O.D.
DRAWN R.A.D. RECOMMENDED
900L49 EL PASO, TEX. MAR. '19

CFH:MEF

El Paso, Tex.
Oct. 11, 1919.

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

Dear Sir:

Transmitted herewith for official record are
the following deeds:

Deed running from F. G. Candelario and Juan
Cordero to the United States of America, dated
April 22, 1919.

Deed running from Gus L. Maurer to the
United States of America, dated October 6, 1919.

Very truly yours,

C. F. Harvey

Asst. District Counsel.

Enc.

CERTIFICATE

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

A tract of land in the Southeast Quarter of the Southeast Quarter of Section twenty-three (23) Township thirty-one (31) South, Range six (6) East, United States Reclamation Service Survey and being also in the Yaleta Grant, El Paso County, Texas, and more particularly described in quitclaim deed dated Oct. 6, 1919, running from Gus L. Mauer to the United States of America:

That the tax records of said county indicate Gus L. Mauer, 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. Hawley

Asst. District Counsel.

El Paso, Texas.

Oct. 6, 1919.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Tex. NOV 24 1919
(Place) (Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for ~~approval~~ ~~contract dated~~ ~~Donation Deed~~
~~acceptance~~ Dated Oct. 6, 1919.
With From Gus L. Maurer to United States of America

Estimated amount involved, \$ 0
Accompanied by bond and 2 copies
(Insert "Yes" or "No" bond) No bond

Authority No. 6-5
or Clearing Acct.

Purpose:

Donation of 0.61 acres for right of way for Mesa Drain

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

L. M. Lawson

NOTE: Before submitting contract see that the instructions on
reverse hereof have been FULLY complied with. See also par. 16,
Page 205, Vol. 1 of Manual.

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by on
Chief of Construction.

Denver, Colo. November 29, 1919.

Acting Chief of Construction to Director:

It is recommended that the above described ~~contract~~ ^{deed} be accepted
~~executed~~

approved and bond if any approved.

Inclosures:

Orig. & 3 copies of form letter

" recorded deed dated Oct. 6, 1919, from Gus L. Maurer to U.S.

" certificate re possession and taxes,

1 blueprint, 36 900149, March 1919.

(SEE STATEMENT ON REVERSE.)

F. E. Weymouth,

(Signature)

~~executed~~ Washington, D. C. DEC 15 1919
Contract ~~approved~~ and bond, if any, approved by

on DEC 1 1919

DEC 2 '19 5063

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TRAMWAY BUILDING
DENVER, COLO.

January 5, 1920.

From Chief of Construction,
To District Counsel, El Paso, Texas.
Subject: Deed dated October 6, 1919, from Gus L. Maurer donating
.61 of an acre of land for right of way for Mesa Drain -
Rio Grande Project.

1. Receipt is acknowledged of your letter of December 22, 1919, with reference to notation made by this office on reverse of form letter transmitting the deed to the Director for acceptance on November 29, 1919.

2. The correspondence referred to in paragraph 2 of your letter was inadvertently overlooked when the deed was transmitted to Washington.

3. In view of the correspondence, this office regrets that the notation was made.

- - - - -
CC - Director, Washington.
Project Manager, El Paso, Texas.

F. B. Reynolds

El Paso, Texas, December 22, 1919.

From District Counsel

To Chief of Construction, Denver.

Subject: Donation deed running from Gus L. Maurer,
dated October 6, 1919. - Rio Grande project.

1. Receipt is acknowledged of copy of form letter of transmittal forwarding above described donation deed to the Washington office for acceptance. A notation on this form from your office reads as follows:

"The attention of the Project Manager is called to the fact that although the certificate re taxes, etc. states the land is not homestead property it does not appear that G. L. Maurer is in fact an unmarried man. This information should have been furnished."

2. In this connection attention is invited to letter from this office to the Director dated June 19, 1919, copy to your office, and answer from Assistant to the Director dated July 8, 1919, copy to your office; subject, quitclaim deed executed by Yldifonso Rodriguez, Rio Grande project.

3. The essential thing, where the land lies in the State of Texas, is whether or not the land is homestead property. Where a man signs a conveyance alone it is not customary or necessary to recite his marital status in this State. Since the receipt of the letter of July 8, 1919, from the Assistant to the Director, we have embodied in the land descriptions in the conveyances subsequently prepared, a statement to the effect that the land conveyed is not homestead property, where such is the fact, but a large number of deeds had been prepared prior to this date, many of them having already been sent out to the landowners, and in such cases we have brought home to your office or the Director's office the fact that the land was not homestead property by means of such a statement embodied in the certificate as to title accompanying the papers, and often also the same fact has been stated on the form letter of transmittal. It is a fact that the grantor in the case under discussion is married, but, as intimated above, a statement of marital status where the land is known to be not homestead property, adds nothing to the character of the conveyance.

Copy to Dr.

E. F. DINEY CPH

*Yldifonso Rodriguez
is under Hotel Condit*

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, made this the 6th day of October, 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 L. M. Lewson, 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 G. L. Maurer

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

WITNESSETH: The parties covenant and agree that—

2. The Contractor will

2. WHEREAS, Under even date herewith a quitclaim deed was executed by the Contractors 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 southeast quarter of Section twenty-three (23), Township thirty-one (31) South, Range six (6) East, United States Reclamation Service Survey and being also in the Ysleta Grant, El Paso County, State of Texas, containing Sixty-one hundredths (0.61) acre, more or less; and

3. WHEREAS, The United States desires immediate possession of the land herein described for use in the construction of the El Paso Valley Mesquite Drain; and,

4. WHEREAS, the contractors are the owners of the improvements on said described land:

5. NOW, THEREFORE, in consideration of the sum of Two hundred fifty 00/100 (\$250.00) Dollars, the value of said improvements, to the contractors 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

Correct as to Engineering Data, 7-2-20

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.

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 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 contractors that may result in consequence of such entry is hereby waived by the contractors 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

..... 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.

---8--- 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.

---9--- No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment of 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. K. Lawson _____

_____, U. S. R. S.

Gus. L. Mauser

Contractor.

* By _____

P. O. Address Marfa, 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.

6-0024

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 a 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 to any other person or persons; 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. 19____ My commission expires _____

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

INSTRUCTIONS

1. Before having contract executed, field officials must see that instructions in paragraph 7, page 203 of Manual, have been fully complied with, and that all clauses such as patent, eight hour, and others applicable to the contract and required by the regulations are inserted therein.
2. Every contract for construction or repair of a public work is required by law to be supported by bond. (Pages 206-208, Manual.)
3. The post-office address of the contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
4. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this agreement. A general statement that "erasures and interlineations were made before execution" is not sufficient.
5. Only one copy of a contract should be executed, unless the Contractor requests an executed copy for his files, in which case the contract may be executed in duplicate.
6. A contract with a firm should describe the Contractor in the preamble as: "_____ and _____, partners, doing business under the firm name and style of _____," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Partner" or "Member of firm."
7. A contract with a corporation should describe the Contractor in the preamble as: "_____, a corporation duly organized under the laws of the State (or Territory) of _____." The signature should be in the following form: "_____ by _____" (giving official designation), and the corporate seal should be affixed.
8. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished, with statement that it is still effective.
9. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.