

18

ROBERTS, J. B. et. ux. Theresa Mae

QUITCLAIM DEED

(131) MESA DRAIN

0023-0071-0044-00

11-(44) TEXAS

THE STATE OF TEXAS, }
COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS: THAT

We, J. B. Roberts and Theresa Mae Roberts, 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 supplemental thereto

~~of the County of El Paso, State of Texas, 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

~~XXXXXX~~ 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 in the southeast quarter of Section Twenty-five

(25), the northeast quarter of the northeast quarter of Section Thirty-

six (36), Township Thirty-one (31) South, Range Six (6) East, and the

northwest quarter of Section Thirty-one (31), Township Thirty-one (31)

South, Range Seven (7) East, United States Reclamation Service Survey,

being also in the Ysleta Grant, and more particularly described as fol-

lows: Beginning at the northeast corner of the tract of land herein

described which is a point on the property line between land of Grantor

herein and Charles Davis, from which point the southeast corner of said

Section 25 bears south 77°52' East, one thousand one hundred seventy-two

and six tenths (1172.6) feet; running thence south 39°48' east, two thous-

and thirty-nine and one tenth (2039.1) feet to point on the property line

between land of Grantor herein and Dr. J.B. Brady; thence south 55°12' west,

one hundred twenty and five tenths (120.5) feet along said property line;

thence north 39°48' west, two thousand sixty-four and six tenths (2064.6)

feet to a point on the property line between land of Grantor herein and

Charles Davis; thence north 66°52' east, one hundred twenty-five and three

tenths (125.3) feet along said property line to place of beginning; said

tract of land containing five and sixty-five hundredths (5.65) acres,

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

~~XXXXXX~~ assigns forever.

WITNESS our hands this 17th day of September A. D. 1919

Witness at Request of Grantor:

J. B. Roberts

Theresa Mae Roberts

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, J. B. Roberts, Notary Public, in and for
El Paso County, Texas, on this day personally appeared
J. B. Roberts

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 13th day of September, A. D. 1919

J. B. Roberts

Notary Public

El Paso County, Texas.

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

Before me, J. B. Roberts, Notary Public, in and for
El Paso County, Texas on this day personally appeared Mrs. Theresa Lee Roberts wife of
J. B. Roberts

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 Mrs. Theresa Lee Roberts 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 13th day of September, A. D. 1919

J. B. Roberts

Notary Public

El Paso County, Texas.

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

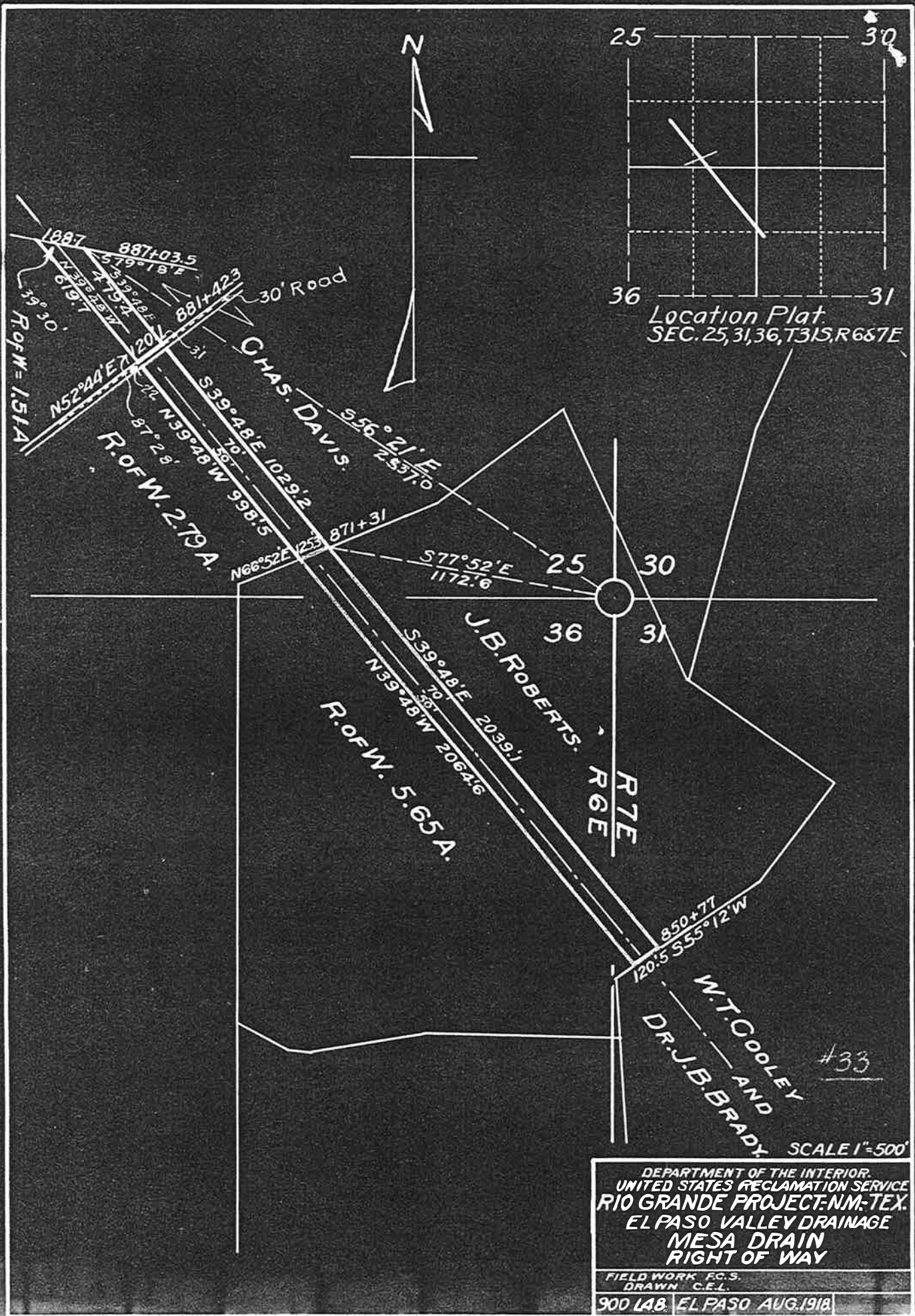
I, W. D. Greet, Clerk of the County

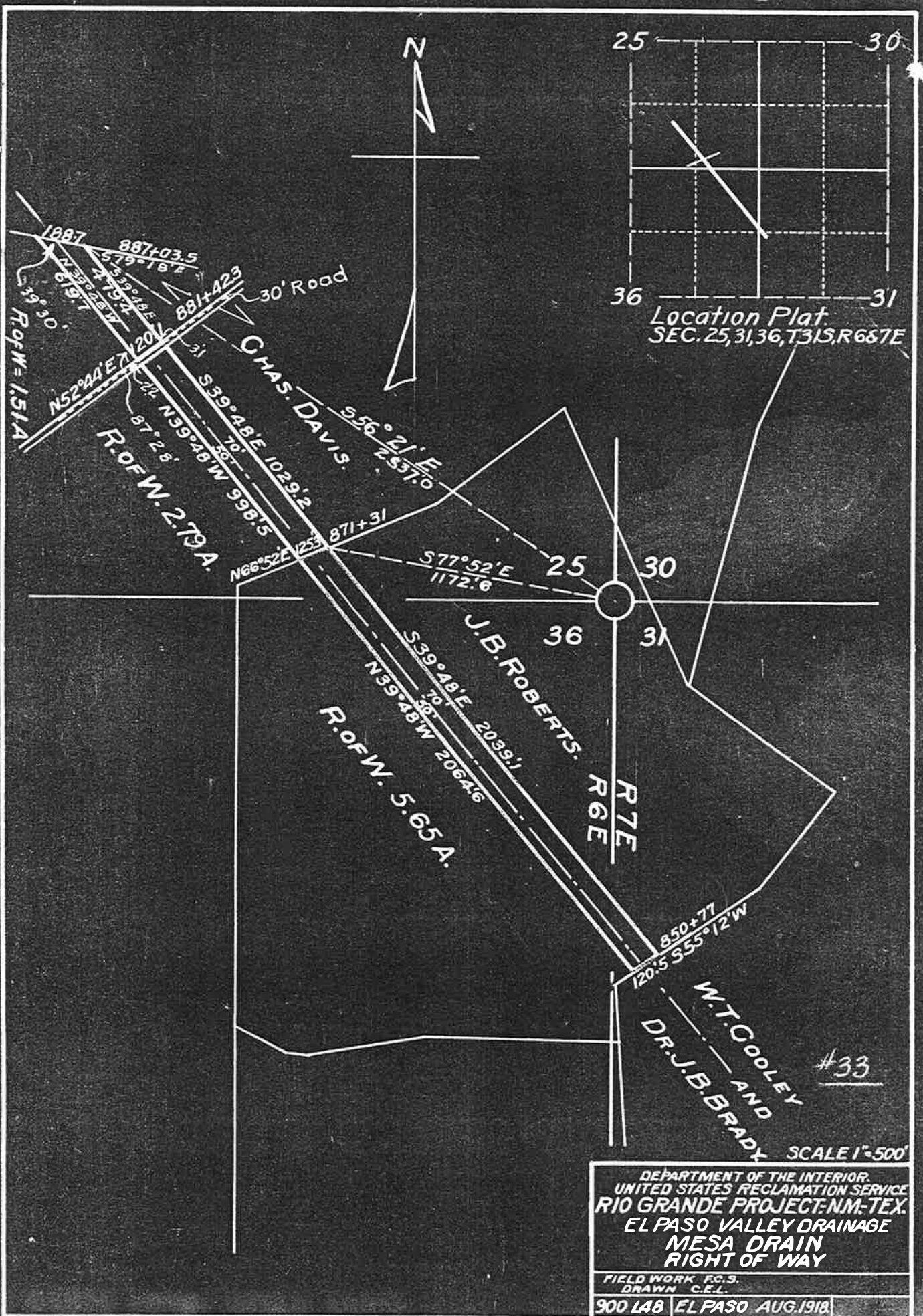
Court of said County, do hereby certify that the above instrument of writing, dated on the 13
day of Sept, A. D. 1919, with its certificate of authentication, was filed for record in my
office this 23rd day of Sept, A. D. 1919, at 8:40 o'clock A.M.
and duly recorded the 24th day of Sept, A. D. 1919, at 3:10 o'clock P.M.
in the records of said County, in Volume 334 on Pages 223

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.

(sgd.) W. D. Greet
Clerk County Court, El Paso County, Texas.

By U-P- Deputy.





DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas ~~Nov 4~~ 1919, 19

Project Manager to the Director and Chief Engineer ~~through Chief of Construction~~

Subject: Forwarding ~~contract for approval~~
deed

The ~~contract~~ described below is forwarded herewith.

~~Agreement~~ Deed dated September 13, 1919 Rio Grande Project.

Executed by J. B. Roberts and wife

~~and~~ To the United States.

Estimated amount involved, \$ 0 (See Reverse, Par. 3.)

Purpose of agreement: Authority No. 6-5

Donation of 5.65 acres of land for right of way for mesa drain.

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. Original deed.
Certificate as to title.
1 blueprint.

(Signature.)

Denver, Colo., , 19

It is recommended that the above-described contract be approved

Inclosures:

_____ copies of contract.

_____ copies of form letters of transmittal.

Chief of Construction.

Washington, D. C.,

Deed
~~Contract~~ (and bond, if any), was ~~approved by~~ Accepted by

on

Director to
of Commission.
M & D. 6: Lottery should show expiration date
ascertain and advise.

CERTIFICATE

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

A tract of land in the southeast quarter of Section 25, the northeast quarter of the northeast quarter of Section 36, Township 31 South, Range 6 East, and the northwest quarter of Section 31^{Township 31}/South, Range 7 East, United States Reclamation Service Survey, El Paso County, Texas, more particularly described in quitclaim deed dated Sept. 13, 1919 running from J.B. Roberts and Theresa M. Roberts, husband and wife, to the United States of America:

That the tax records of said county indicate J.B. Roberts, the reputed owner, to be 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.

C. F. Harvey,
Asst. District Counsel

El Paso, Texas,

Sept. 13, 1919.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Project **El Paso, Tex.** NOV 4 - 1919
(Place) (Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated **SEP 13 1919**

With **J. B. Roberts and Theresa M. Roberts, husband and wife**

Estimated amount involved, \$ **282.50** Authority No. **6-5**
Accompanied by bond and 2 copies **1919** or Clearing Acct.
(Insert "Yes" or "No" bond)

Purpose: **Payment for improvements on 5.65 acres donated for Mesa Drain by deed dated Sept. 13, 1919.**

Structures will cost approximately \$500.00

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 205, Vol. 1 of Manual.

I. E. Lawson
(Signature)

Denver, Colo.
The above described contract and bond, if any, approved
by _____ on
Chief of Construction.

Denver, Colo. November 7, 1919.
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,
" appraisal report,
1 Blueprint, 900 L48

(SEE STATEMENT ON REVERSE.)

E. A. Moritz

(Signature)

executed Washington, D. C. NOV 21 1919
Contract approved and bond, if any, approved by
on NOV 21 1919

Charles H. Hirsch

Acting Director.

NOV 10 '19 4377

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

December 26, 1919.

From Chief of Construction,
To Project Manager, El Paso, Texas.
Subject: Contract - J. B. Roberts and Theresa M. Roberts -
Rio Grande Project.

1. As per your request of December 19, 1919,
there is enclosed herewith copy of contract dated
September 13, 1919 with the parties mentioned in the
above subject.

- - - -

F. W. Wright

Encl.

CC- D.C., El Paso, Texas.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT New Mexico-Texas

THIS AGREEMENT, Made the 13th day of September

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, by L. M. Lawson, Project Manager, United States Reclamation Service, thereunto duly authorized and subject to the approval of the proper supervisory officer, and J. B. Roberts and Theresa Mae Roberts, husband and wife

hereinafter styled Contractor, their heirs, executors, administrators, successors, and assigns,

WITNESSETH, The parties covenant and agree that:

~~2. The Contractor will~~

2. WHEREAS, Under even date herewith a quit-claim 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 Sec. 25, the northeast quarter of the northeast quarter of Sec. 36, Township 31 South, Range 6 East, and the northwest quarter of Sec. 31, Township 31 South, Range 7 East, United States Reclamation Service Survey, being also in the Ysleta Grant, in the County of El Paso, State of Texas, containing five and sixty-five hundredths (5.65) acres, more or less; and,

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 Contractors are the owners of the improvements on said described land:

5. NOW, THEREFORE, in consideration of the sum of Two Hundred eighty-two and 50/100 (\$282.50) 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 Contractors have 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.

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 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 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.

8. It is understood and agreed that there will be constructed by and at the expense of the United States a three ton farm bridge and a flume, of the standard designed adopted and now being used on the Rio Grande project, said bridge to be constructed at Station 861 plus 00, said flume to be constructed at Station 871 plus 00, of the El Paso Valley Mesa Drain, Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said bridge and flume at the points mentioned. It is further understood and agreed that the vendor and their heirs and assigns will maintain said structures in good condition at all times and that the United States shall not be liable for any damage occurring from lack of proper maintenance of said structures.

..... 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

9. 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.

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).

11. 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. Lawson
Project Manager, U. S. R. S.
J. B. Roberts
Theresa Mae Roberts
Contractor.

P. O. Address No. 9 Moorehouse Block
El Paso, Tex.

Approved:

Ottamar Hamele
Acting Director ~~Chief of Construction~~*

(Date) Nov. 21, 1919

* 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. 19____. My commission expires _____

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

INSTRUCTIONS.

1. Every contract for construction or repair of a public work is required by law to be supported by bond.
2. 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.
3. Erasures, interlineations, or other irregularities must be explained over the signature of the parties to this agreement. A general statement that "erasures and interlineations were made before execution" is not sufficient.
4. 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.
5. 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 of the firm.
6. 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.
7. 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.*
8. In the execution of this contract the names of the parties should be signed in the usual manner and as written in the body of the instrument.

*The engineer may, in his discretion, waive this requirement, and in that event he will file with the contract his certificate to the effect that the officer signing for and on behalf of the corporation is known to him to be the officer who acts in that capacity for the corporation.

El Paso, Texas, December 19, 1919.

Project Manager

Chief of Construction, Denver, Colo.

Contract - J. B. Roberts and Theresa M. Roberts - Rio Grande Project.

1. The project's copy of the above contract dated September 13, 1919 which was approved by the Acting Director on November 21, 1919 has become lost or misplaced so that it cannot be located. Will you kindly have copy of same made from that in your office and forward it to us.

L. M. Lawson

cjh;med

El Paso, Tex.
Sept. 20, 1919.

County Clerk for El Paso County Tex.
El Paso, Tex.

Dear Sir:

Transmitted herewith for official record
is quitclaim deed dated Sept. 13, 1919 running
from J. B. Roberts and wife to the United
States.

Very truly yours,

C. F. HARVEY

Asst. District Counsel.

Enc.

El Paso, Texas, August 22, 1919.

Judge John F. Weeks,
Caples Building,
El Paso, Texas.

Dear Sir:

In accordance with our understanding that Mr. Roberts cannot put us in possession of an abstract of title to land taken for the mesa drain, we have prepared quitclaim deed and a contract, the latter carrying the same consideration, \$282.50, for improvements on the land, as was named in the other contract which Mr. Roberts signed last spring.

The quitclaim deed and the contract are to be signed by Mr. Roberts and his wife. We will have the deed recorded and after this is accomplished will forward the contract to our Department in Washington, and then authority will be issued for payment. This is the usual routine in handling transactions of this nature.

Trusting you will find the papers in acceptable form, we remain,

Very truly yours,

C F HARVEY

Asst. District Counsel.

2 incls.

El Paso, Texas,
July 25, 1919.

Mr. J. B. Roberts,
Ysleta, Texas.

Dear Sir:-

Judge Weeks was in our office a few days ago inquiring on your behalf as to how we were progressing with the settlement of land purchase in connection with the Mesa Drain. We advised him that we wrote you for the Abstract of Title under date of June 11th, the abstract being necessary for temporary use of the Title Guarantee People if they are to issue their title certificate, which is to be done in the case of this purchase. We also advised the Judge that we had not heard from you in regard to the abstract, which is a fact, and the Judge stated that he would endeavor to see you and get the abstract and we also stated to him that we would again write you in regard to the matter.

You understand, of course, that payment cannot be made until we secure the title guarantee, and an Abstract of Title is a pre-requisite to the title guarantee.

Very truly yours,

C. F. Harvey

Asst. District Counsel.

El Paso, Texas,
June 11, 1919.

Mr. J. B. Roberts,
Ysleta, Texas.

Dear Sir:

Reference is had to contract which you recently signed agreeing to convey 5.65 acres of land to the United States for the Mesa Drain. If you have an abstract of title for this land, will you kindly bring it to our office in the Toltec Building in order that it may be used in connection with securing a title guaranty which we must have before payment can be made to you under the contract. We are merely asking for a loan of your abstract and same will be in safe custody and will be returned to you as soon as title guaranty issues.

If you have not an abstract of title, we are going to ask you to sign a donation deed running to the Government in conjunction with a contract for improvements which will be for the same amount as that stated in the contract already signed, \$282.50. We are pursuing this course because if you have not an abstract of title, we cannot secure title guaranty and the Government officials will have to make a long and painstaking examination of your title, which would very likely interrupt payment to you for a considerable length of time, which is a result, we believe, you will desire to avoid.

Please deliver the abstract at once, or else advise us that you have no abstract.

Yours very truly,

CFHarvey
Asst. Dist. Counsel.

El Paso, Texas,
May 31, 1919.

Mr. Jno. J. Weeks,
Caples Bldg.,
El Paso, Texas.

Dear Sir:

Under date of May 16, we wrote you with reference to contract between the United States and J. B. Roberts.

If you can find time to modify the form of acknowledgment as requested in our former letter, we ask that you do so and kindly return the contract.

Thanking you, we are,

Yours very truly,

Respectfully,
By Dent by CFH

District Counsel.

El Paso, Texas,
May 16, 1919.

Mr. Jno. F. Weeks, Attorney,
Caples Building,
El Paso, Texas.

Dear Sir:

With reference to the attached contract between the United States and J. B. Roberts and his wife, it is noted that the acknowledgment does not include Mrs. Theresa M. Roberts in the first paragraph of the acknowledgment. As this acknowledgment is a special form and rather peculiar in that we do not regard the second paragraph as anything more than a statement of separate examination, we make it a point to insert the name of the wife also in the first paragraph.

Will you kindly join Mrs. Roberts in the acknowledgment proper, as above requested.

Yours very truly,

For Dent by CFH

Enc 1.

District Counsel.

El Paso, Texas, March 24, 1919.

Mr. J. B. Roberts,
C/o Mr. J. F. Weeks,
Trust Building,
El Paso, Texas.

Dear Sir:

Enclosed herewith plat showing the right of way required by the United States for the construction of the El Paso Valley Mesa Drain through your land in the Ysleta Grant.

This tract has been appraised according to regulations by a member of the El Paso Valley Water Users' Association and a representative of the Reclamation Service, and in addition to the flume and bridge already constructed will allow you a cash consideration of Two Hundred Eighty-Two and 50/100 (\$282.50) Dollars.

Enclosed find for your signature agreement to sell. If a homestead, your wife's signature will also be required.

Very truly yours,

U. S. RECLAMATION SERVICE

By L. M. LAWSON

Project Manager.

El Paso, Texas,
February 17, 1919.

Mr. J. F. Weeks, Attorney,
Caples Building,
El Paso, Texas.

Dear Sir:

In regard to the right of way across J. B. Roberts' property, you are advised that Mr. Roberts has been called upon to execute a donation deed for this right of way in view of the fact that there is at present no crops and little or no other improvements upon the particular land which the Reclamation Service desires to use. This land is duly signed up with the water users' association and the stock subscription contract includes an agreement to convey necessary right of way for the project ditches. Our right of way man intends to negotiate further with Mr. Roberts and if it proves that the improvements are such as to warrant a money payment to Mr. Roberts for the right of way taken, we shall be glad to enter into a proper contract with him looking to such settlement. We will try to close with Mr. Roberts upon some satisfactory basis as soon as possible, and, in any event, we desire to have him feel that the officials of the Reclamation Service are not trying to ignore his just claims.

Yours very truly,

P.W.DENT

By C.F.Harvey

District Counsel.