

180 TIRRES, PATRICIO et. ux. Carolina L.

QUICKCLAIM DEED (131) MESA DRAIN

0023-0074-6030-00

7-(30) TEXAS

THE STATE OF TEXAS.

COUNTY OF EL PASO.

We, Patricio Tirres and Carolina L. Tirres, husband and wife,

KNOW ALL MEN BY THESE PRESENTS: THAT

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 us in hand paid by the United States of America, pursuant to the act of Congress of June 17, 1902 (32 Stat.368), and acts supplemental thereto and amendatory thereof, 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

~~has and~~ 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 two miles northwest of the town of Ysleta, El Paso County, Texas, in the northeast quarter of the northeast quarter of section twenty-two (22), and in the southeast quarter of the southeast quarter of section fifteen (15), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, being also in the 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 the property line between land of the Grantors herein and the Ysleta Church property, from which point the northeast corner of said section 22 bears north 53°16' east 673.01 feet; thence S. 63°57' W. 120 feet along said property line; thence N.27°01' W. 160.6 feet; thence to the left along a 905.37-foot radius curve 215.83 feet based on 100-foot chords; thence N.40.41' W. 536.14 feet to point on property line between land of the Grantors herein and F. Duran; thence N.54°52' E. 29.5 feet along said property line to corner common to land of the Grantors herein, F. Duran, and L. A. Foix; thence S.46°56' E. 86.1 feet along property line between land of the Grantors herein and said L. A. Foix to corner common to land of the Grantors herein, said L. A. Foix, and Santos Paz de Montoya; thence S. 47°32' E. 169.5 feet along property line between land of the Grantors herein and said Santos Paz de Montoya; thence S. 45°54'30" E. 306.8 feet along property line between land of the Grantors herein and F. S. Ainsa to the most southerly corner of land of said F. S. Ainsa; thence N.42°41' E. 23 feet along property line between land of the Grantors herein and said F. S. Ainsa to point of curve the tangent of which at said point bears S.39°26' E.; thence to the right along a 1025.37-foot radius curve 222.13 feet based on 100-foot chords; thence S. 27°01' E. 161.9 feet to point of beginning; said tract of land containing one and seventy-seven hundredths (1.77) 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

~~has and~~ assigns forever.

WITNESS our hand s this 29th day of November A. D. 1919.

Witness at Request of Grantor:

PATRICIO TIRRES

CAROLINA L TIRRES

Correct as to Engineering Data

Correct as to Engineering Data

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 in and for
El Paso County, Texas, on this day personally appeared Patricio Sirres

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 29th day of November, A. D. 1919

(SEAL)

My com. exp.

June 1, 1921

Notary Public.

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me, Geo W Hoadley in and for
El Paso County, Texas on this day personally appeared Carolina Sirres wife of
Patricio Sirres

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 Carolina Sirres acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 29th day of November, A. D. 1919

(SEAL)

My com. exp.

June 1, 1921

Notary Public.

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 29
day of Nov, A. D. 1919 with its certificate of authentication, was filed for record in my
office this 27 day of Dec, A. D. 1919 at 12:15 o'clock P. M.
and duly recorded the 5 day of Jan, A. D. 1920, at 9:19 o'clock A. M.
in the records of said County, in Volume 342 on Pages 380

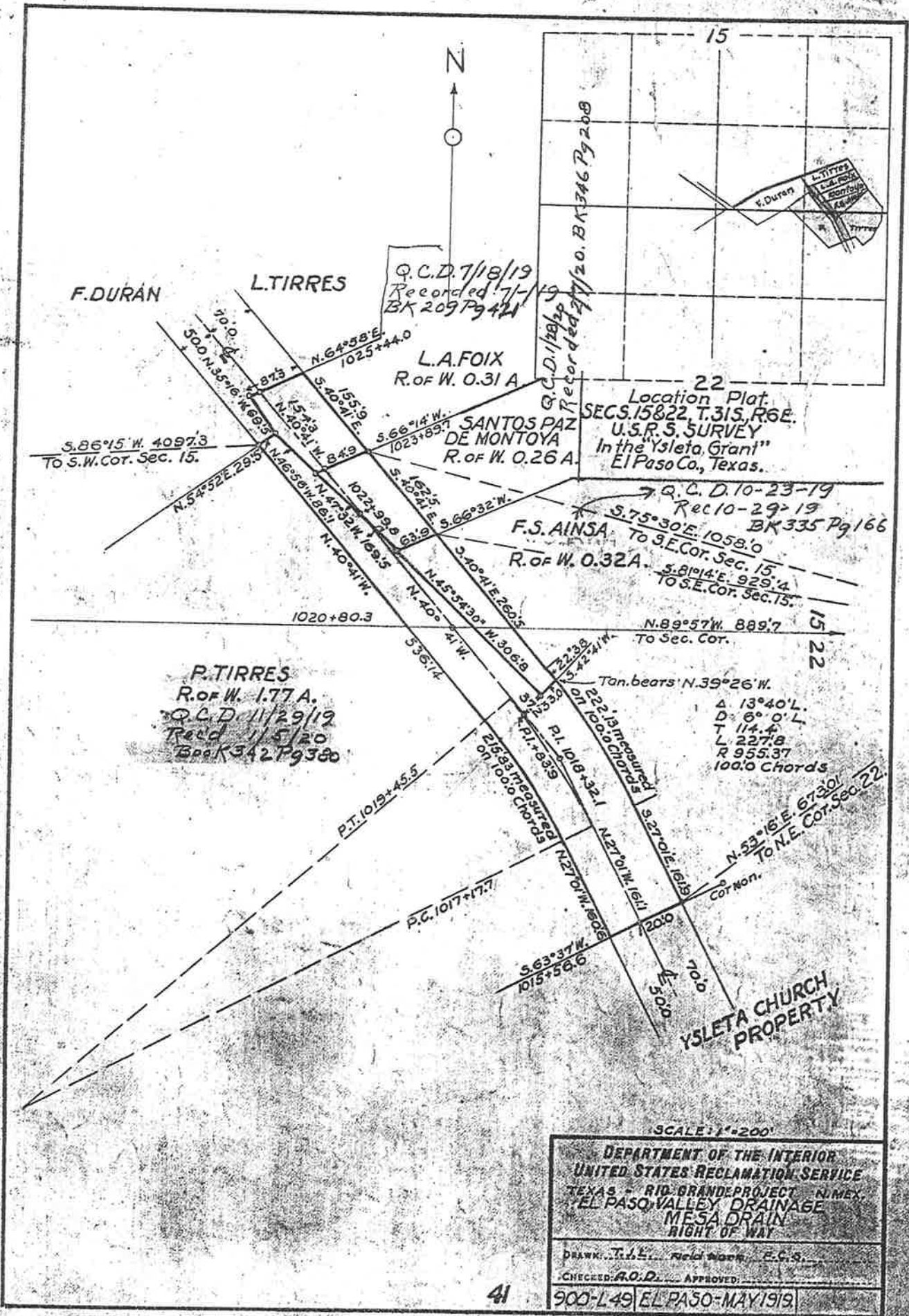
Witness my hand and the seal of the County Court of said County, at office El Paso, Texas, the day and
year last above written.

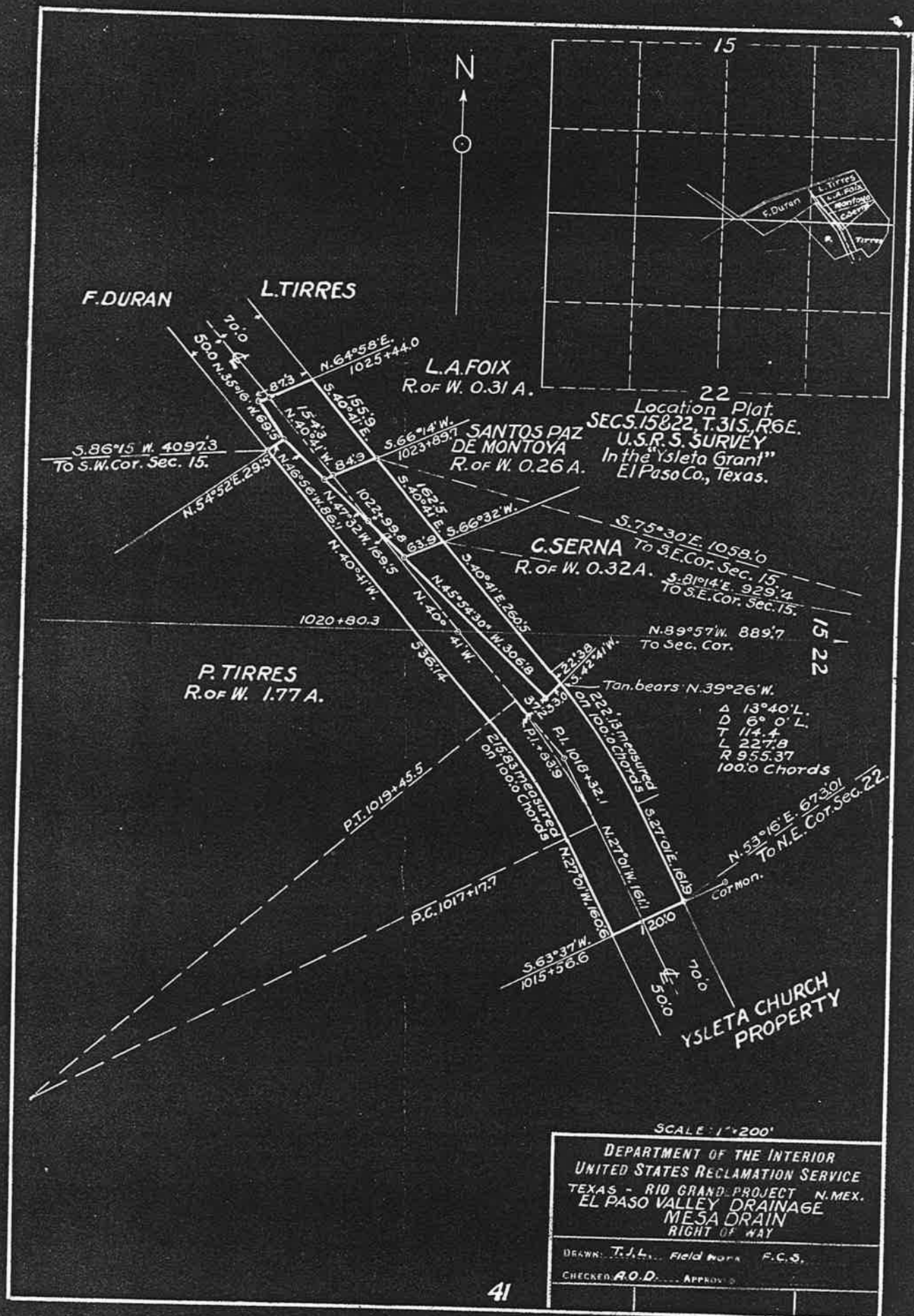
(SEAL)

W D Greet

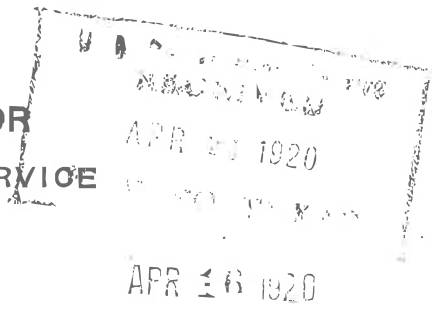
Clerk County Court, El Paso County, Texas.

By Florence C Lock Deputy.





DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
WASHINGTON, D. C.



From Assistant to the Director

To Project Manager, El Paso, Tex.

Subject: Acquisition of lands - Quitclaim deed from Patricio
Tirres et ux for right of way for Mesa Drain -
Rio Grande project, Tex.

1. The above mentioned deed is accepted in the form transmitted with your form letter of Mar. 19, 1920. However, it is desired to direct your attention to the requirements of the Manual, p. 182, par. 32, that the description in a deed should, if possible, be tied to two section corners rather than one, and the tie of "S. 86° 15' W. 4097.3' to S.W. Cor. Sec. 15" at the point on the property line between Patricio Tirres and F. Duran shown on plat accompanying deed might well have been included in the description.

Monsieur

Copy to CE
DC, El Paso

El Paso, Tex. March 27, 1920.

Project Manager,

Director and Chief Engineer (through Chief of Construction)

Quitclaim deed and contract for improvements with
Patricio Tirres and wife dated Nov. 29, 1919 - Rio
Grande Project.

1. Above described deed and contract carrying payment for improvements amounting to \$354.00 are transmitted herewith for acceptance of deed and approval of contract.

2. This transaction was entered into before letter of Jan. 6, 1920 from Chief of Construction to Director and answer thereto by Director, dated Jan. 26, 1920 in regard to contract dated Aug. 14, 1919 with Victoriana B. Carbajal were written, which letters apparently disapprove the procedure of settling with landowners by means of deed and contract in payment of improvements. Delay in forwarding inclosed papers has been caused by the long time taken to get from the County Clerk's office after recordation. In view of the fact that the landowner is relying upon this method of closing the transaction and securing to him payment of the purchase money, I trust that the contract will be approved and that it will not be necessary to initiate another form of settlement.

3. In this connection see letter of March 6, 1920 from District Counsel to Director, subject - "Consummation of land purchases by means of quitclaim deed and contract for purchase of improvements - Rio Grande Project." As stated in District Counsel Dent's letter of March 6, paragraphs 14 to 18, I also am not entirely clear as to just what construction to put upon letter of Jan. 26th from Director, above referred to. (Mr. Dent's letter refers to the Director's communication as being under date of Jan. 28th, which, although the date upon my copy of letter is not very legible, is probably meant for Jan. 26th). In line with the arguments presented by Mr. Dent, I am fully in accord with any proposition that will afford reasonable protection to the interests of the Government and at the same time facilitate the handling of right of way matters in a more prompt and economical manner.

Copy to D.C. El Paso. - - -

Enc.

L. M. Lawson

Deed and contract with related
papers as noted on form letter of transmittal.

El Paso, Texas, December 26, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated November 29, 1919, running from Patricio Tirres and wife to the United States.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

MESA DRAIN.

CERTIFICATE.

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

A tract of land in NE $\frac{1}{4}$ NE $\frac{1}{4}$ sec. 22 and in SE $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 15, T. 51 S., R 6 E., United States Reclamation Service Survey, containing 1.77 acres, in El Paso County, Texas, more particularly described in quitclaim deed dated November 29, 1919, running from Patricio Tirres and wife to the United States of America:

That the tax records of said county indicate that Patricio Tirres, 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.

O F HARVEY

Asst. District Counsel.

El Paso, Texas,

November 29, 1919.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated November 29, 1919, with Patricio Tirres et ux. are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 538), namely, as right of way for the mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$354 (this amount being for improvements on 1.77^{acres} in garden and other intensive cultivation, at the rate of \$200 per acre), is reasonable and the lowest that could be obtained, this payment being for improvements and waiver of all claims by the 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 be approved.

L. M. LAWSON

Project Manager.

El Paso, Texas,

November 29, 1919.

Book 315, page 350.

Date: 12/8-17

Conception G. Tirre, a Feme Sole, to Patricio Tirre.

Beginning on bank of the old Socorro acequia, corner of land in the name of J. J. Smith; thence N. $60\frac{1}{4}^{\circ}$ E. 320 varas along line of Church property; thence N. $48\frac{1}{2}^{\circ}$ W. $324\frac{1}{2}$ varas along line of Estevan Serna, C. Montoya, and others; thence S. $54\frac{1}{2}^{\circ}$ W. 100 varas along line of Filipe Duran; thence S. $56\frac{1}{2}^{\circ}$ W. 214 varas along said line; thence S. 48° E. 301 varas, along line of J. J. Smith to the place of beginning, and contains 16.7 acres, more or less.

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Book 152, page 27.

Date: 9/25-09.

Luz Lucero, et al., to Patricio Tirres.

Situated in the Ysleta Grant, beginning at a stake on the west bank of acequia Juan d' Herrera, the NE. cor. of this survey; thence S. $43\frac{1}{4}^{\circ}$ W. 228.2 varas; thence S. 47° E. 197.1 varas to stake on the north bank of acequia Juan d' Herrera; thence up said acequia N. 52° E. 61 varas; N. $29\frac{1}{2}^{\circ}$ 56 $\frac{1}{2}$ varas; N. 8° E. 56.2 varas; N. $19\frac{1}{4}^{\circ}$ E. 31.8 varas; N. $19\frac{1}{4}^{\circ}$ W. 39.3 varas; N. 38° W. 115.2 varas to the place of beginning; containing 5.9 acres, more or less.

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Book 110, page 70.

Date:

Andres Paz et al. to Patricio Tirrez.

Beginning at a stake on the west bank of the acequia Juan d' Herrera NE. cor. of this survey; thence S. $43\frac{1}{4}^{\circ}$ W. 228.2 varas; thence S. 47° E. 197.1 varas to stake on the north bank of acequia Juan d' Herrera; thence up said acequia N. 52° E. 61 varas; north $29\frac{1}{2}^{\circ}$ east $56\frac{1}{2}$ varas; north 8° east 56.2 varas; N. $19\frac{1}{4}^{\circ}$ E. 31.8 varas; N. $91\frac{1}{4}^{\circ}$ W. 39.2 varas; N. 38° W. 115.2 varas, to the place of beginning; containing 6.9 acres, more or less.

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DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, MAR 1 1920
(Place) (Date)

Project Manager to Chief of Construction, thru District Counsel.

~~execution~~
Subject: Forwarding for approval ~~contract dated~~ acceptance
donation deed dated November 29, 1919.
~~with~~ running from Patricio Tirres et ux. to the United States.

Estimated amount involved, \$ 0 Authority No.
Accompanied by bond and 2 copies or Clearing Acct.
(Insert "Yes" or "No" bond) No bond. 6-5-

Purpose: Donation of right of way, 1.77 acres, for mesa drain.

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. 16,
Page 205, Vol. 1 of Manual.

E M LAWSON
(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by on
Chief of Construction.

Denver, Colo. March 26, 1920.
Acting Chief of Construction to Director:
It is recommended that the above described ~~contract~~ deed be
~~executed~~ accepted and filed.
~~approved and bond if any approved.~~
Inclosures:
Orig. & 3 copies of form letter,
" recorded deed dated Nov. 29, 1919,
" certificate covering possession, taxes, etc.,
1 Blueprint, 900 L49, May 1919.

(Signature)

W. L. PEA

~~executed~~ Washington, D. C. APR 16 1920
Contract approved and bond, if any, approved by

on APR 16 1920 Deed accepted & filed MORRIS BIEN
Assistant to the Director

APR 23 10402

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, MAR 22 1920
(Place) (Date)

Project Manager to Chief of Construction, thru District Counsel,
~~execution~~

Subject: Forwarding for approval contract dated Nov. 29, 1919
With Patricio Tirres and wife.

Estimated amount involved, \$ 554.00

Authority No.
or Clearing Acct.
6-5

Accompanied by bond and 2 copies
(Insert "Yes" or "No" bond) No bond.

Purpose:

Settlement for improvements on 1.77 acres of land donated by same
parties by deed dated November 29, 1919, for mesa drain.

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. 16,
Page 205, Vol. 1 of Manual.

L. C. JON

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by on
Chief of Construction.

Denver, Colo. March 26, 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,

" letter dated 3/22/20 from P.M. to Director,

" 2 2 copies of contract,

" certificate of necessity,

1 Blueprint, 900 L49, May 1919.

(Signature)

executed

Washington, D. C. APR 19 1920

Contract approved and bond, if any, approved by

MORRIS BIEN

on APR 26 1920

Assistant to the Director

APR 5 '20 10387

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~RIO GRANDE~~ PROJECT ~~New Mexico - Texas.~~

THIS AGREEMENT, made ~~the 29th 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 ~~L. H. Lawson, 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 ~~Patricio Tirres and~~
~~Carolina E. Tirres, husband and wife,~~

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

WITNESSETH: The parties covenant and agree that—

2. ~~The Contractor will~~ hereas, 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 in the northeast quarter of the northeast quarter of section twenty-two (22), and in the southeast quarter of the southeast quarter of section fifteen (15), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, El Paso County, Texas, being also in the Ysleta Grant, and containing one and seventy-seven hundredths (1.77) 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 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 three hundred and fifty-four and 0/100 dollars (\$354.00), 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 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 tracts of land as described in the quitclaim deed herein referred to.

Correct as to Engineering Nov 5. 1915

~~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.

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,

D. M. JOHNSON

By Project Manager

U. S. R. S.

PATRICIO TIRRES

CAROLINA L. TIRRES

Contractor.

* By _____

Ysleta, Texas.

P. O. Address _____

† 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.