

786

HEPPLER, C. E.

QUITCLAIM DEED

150

NEMEXAS DRAIN

0023-00-⁴³-0009-00

786

THE STATE OF TEXAS;
COUNTY OF EL PASO :

KNOW ALL MEN BY THESE PRESENTS: That _____

I, C. E. Heffler,

of the County of El Paso, State of Texas, for and in consideration of the sum of One and no/100 \$(1.00) Dollar, to me in hand paid by the United States of America, pursuant to the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto, and as a further consideration the constructing by the United States of a three ton farm bridge and a flume for the irrigation of land of Grantor herein, said bridge to be constructed at Station ~~304~~ plus 75 and said flume to be constructed at Station ~~383~~ plus 35, of the Nemexas Drain, Rio Grande Project, the receipt of all of which is hereby acknowledged; but in consideration of the benefits to be derived by such construction, the Grantor, for himself and his heirs and assigns, agrees that he will maintain said bridge and flume in good condition and hereby releases the United States from all expense of or damage occurring from lack of proper maintenance; do by these presents Bargain, Sell, Release and Forever Quitclaim unto the said The United States of America, and its assigns, all its right, title and interest in and unto that tract or parcel of land lying in the County of El Paso and State of Texas, and described as follows, to-wit:

A tract of land about two miles Northwest (NW) Of Canutillo, El Paso County, Texas, in the Northeast quarter (NE $\frac{1}{4}$) of Section Twenty-seven (27) and the Southeast quarter (SE $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-seven (27) South, Range Three (3) East, United States Reclamation Service survey, and being more particularly

Corrected to El Paso County, Texas

THE STATE OF TEXAS,
COUNTY OF EL PASO,

Know all Men by these Presents:

THAT

of the County of _____, State _____ for and in consideration of the
sum of _____ DOLLARS,

to _____ in hand paid by _____

of the County of _____, and _____ of _____, the receipt whereof is hereby
acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said _____

heirs and assigns all _____ right, title and interest in and unto that tract or parcel of land lying in the County
of _____ and _____ of _____, described as follows, to wit:

described as follows:

Beginning at the northeast corner of the tract of land herein described, which is a point on boundary line between land of Grantor herein and Milan J. Garrett, from which point the Northeast corner of said Section twenty-seven (27) bears South 78°20' East, one thousand three hundred ninety-eight and nine tenths (1398.9) feet; thence South 4°04' East, two thousand one hundred ninety-three and nine tenths (2193.9) feet to point on boundary line between land of Grantor herein and Mrs. Flora L. Frey; thence South 77°01' West, one hundred twenty-one and five tenths (121.5) feet along said property line; thence North 4°04' West, two thousand one hundred eighty-one and seven tenths (2181.7) feet to point on boundary line between land of Grantor herein and said Milan J. Garrett; thence North 71°24' East, one hundred twenty-four (124.0) feet to point of beginning; said tract of land containing six and three hundredths (6.03) acres, more or less.

TO HAVE AND TO HOLD all _____ right, title, interest, estate and claim in and to the said premises,
together with all and singular, the rights, ^{my} privileges and appurtenances to the same in any manner belonging, unto the said
The United States of America, and its

heirs and assigns forever.

WITNESS _____ hand ^{my} this the _____ day of _____ August _____, A. D. 191 _____ 19

Witnesses at Request of Grantor

C E HEFFLER

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 191, at

o'clock and minutes M.

Clerk.

Deputy.

Billis—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
C. E. Heffler

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 1st day of August, A. D. 1919

My com exp June 1st 1921

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 by me fully explained to her, she, the said 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 day of A. D. 19

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

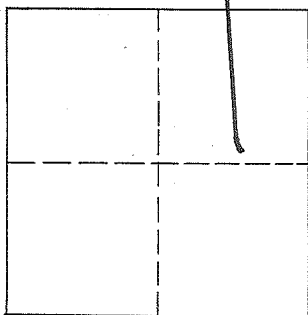
I Clerk of the County

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 330 on Pages 624

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.

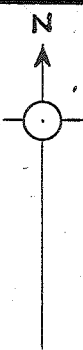
Clerk County Court, El Paso County, Texas.

By Deputy.



SEC. 27-T.27S-R.3E.
Location Plat.
USRS SURVEY
In MAVERICK SURVEYS

MILAN J. GARRETT.



Seeded

Jehan
UV 18-7

C.E. HEFFLER
Q.C.D. 8/1/19 Rec. 8/1/19
BK 330 Pg 624
R.O.F.W. G.03A.

UV 18-8

FLORAL L. FREY
R.O.F.W. 147A.
Q.C.D. 2/19/19
Rec 3/3/19
BK 325 Pg 582

ROAD
DITCH

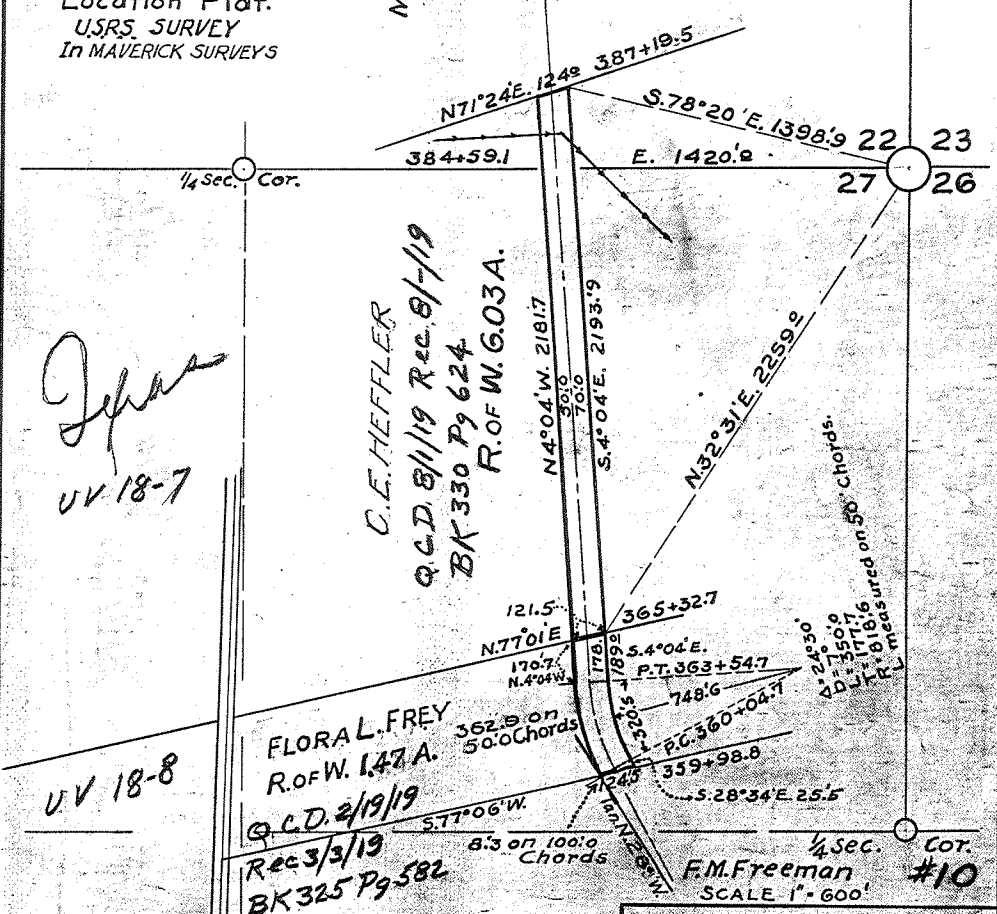
8:3 on 100:0
Chords

1/4 Sec. Cor.
F.M. Freeman #10
SCALE 1" = 600'

DEPARTMENT OF THE INTERIOR
U.S. RECLAMATION SERVICE
RIO GRANDE PROJECT N.M. TEX
MESILLA VALLEY DRAINAGE
NEMEXAS DRAIN
RIGHT OF WAY

FIELD WORK C.M.A.
DRAWN T.J.L.

1108-L17 ELPASO-FEB. 1919



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, NOV 6 - 1919, 19

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

Subject: Forwarding ~~contract for approval~~ donation deed for acceptance and filing.

~~Agreement dated~~ Deed dated August 1, 1919. Rio Grande Project

Executed ~~on behalf of D. H. S.~~ by C E Eoffler

With To United States.

Estimated amount involved, \$ 0

Authority No. or clearing acct. 6-2

~~Accompanied by bond and two copies~~
(Strike out if no bond transmitted.)

Purpose: (See instructions on back.) Donation of approximately 6.05 acres of land for Nemexas and Vinton drains.

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.

L M LARSON

Project Manager.

Denver, Colo., , 19

It is recommended that the above-described contract be approved.

Inclosures:

Chief of Construction.

Washington, D. C., NOV 12 1919

Contract (and bond, if any,) was ~~approved by~~ accepted by *[Signature]* on NOV 12 1919

NOV 12 '19 4452

Director to P. H. & D. C.: If grantee is married, also obtain quit claim deed from spouse. In future show marital status of grantee in caption of deed.

CERTIFICATE.

I HEREBY CERTIFY, With reference to a tract of land containing 6.03 acres, more or less, in NE $\frac{1}{4}$ sec. 27 and SE $\frac{1}{4}$ sec. 22, T. 27 S., R. 3 E., United States Reclamation Service survey, El Paso County, Texas, more particularly described in quitclaim deed dated Aug. 1st, 1919, running from C. E. Heffler to the United States of America:

That the land is taxed in the name of E. H. Bounds, who recently deeded it to C. E. Heffler, the above named Government grantor, and that the land is now commonly reputed to be in the ownership of said C. E. Heffler; that taxes are paid up to date and that no mortgages or other liens appear of record against the land; that the land is not homestead property; and that the land is now in the actual possession of said C. E. Heffler and no other person occupies any portion of the land adversely to said C. E. Heffler.

C. F. HARVEY

Assistant District Counsel.

El Paso, Texas,
August 1, 1919.

El Paso, Texas, August 1, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated August 1, 1919, running from C. E. Heffler to the United States.

Very truly yours,

G F HARVEY

Assistant District Counsel.

incl.

TELEPHONE 317

CHAS. R. LOOMIS
ATTORNEY AT LAW
501 CAPLES BUILDING
EL PASO, TEXAS

COMMERCIAL DEPARTMENT

CABLE ADDRESS
"LOOMKNOL"
WESTERN UNION CODE

July 24, 1910.

Mr. J. M. Harvey, Asst. Counselor.,
Toltec Building,
El Paso, Texas.

Referring to your cover of the 21st inst. to Messrs.
Wolf & Freeman in reference to the right of way for the drain-
age canal through the land formerly owned by B. H. Bourds,
wish to advise that the present owner is C. E. Hefler, pro-
prietor of the Texas Electrical Supply Co., 119 N. Stanton
Street, and you can take this matter up with him.

Yours truly,

Chas R Loomis

CRH:H.

*Copy of deed
to Hoadley for
Hefler's signature*

El Paso, Texas,
July 21, 1919.

Messrs. Wolfe & Freeman,
c/o Chas. R. Loomis, Atty. at Law,
Caples Bldg.,
City.

Gentlemen:-

We are in receipt of a copy of your letter of July 2nd written to Mr. E. H. Bounds in regard to the deed which the Reclamation Service desired Mr. Bounds to execute to convey right of way for the Hemexas and Vinton Drains. We are writing this letter assuming that the conveyance to Mr. Heffler excepted the land which is used by the Reclamation Service for these drains. If the right of way was not excepted from the Heffler deed our opinion in regard to the clause for maintenance of structures can be taken for what it is worth to Mr. Heffler, if he is inclined to view the matter in the light you have presented it to Mr. Bounds, and in this connection we would like to have the deed turned over to Mr. Heffler for execution if he now has title to the drainage right of way.

We do not agree with you that the clause as to maintenance of structures as recited in the particular deed is a personal one with the party signing the deed after such party conveys the land to another person. We believe that this is an obligation that runs with the land, as the bridges and flumes constructed in connection with this irrigation project are essentially and inherently a part of the land and inseparable from it; but disregarding the niceties of the law which might be applicable, we desire to inform you that the purpose of inserting this clause in our deeds was to relieve the project office of numerous claims which might be brought up by land owners requesting that the Reclamation Service rebuild or repair the many bridges or flumes which are constructed for the benefit of individual farms and not for the

benefit of the project at large. Hundreds of these small structures will be built before the project is completed and you will readily appreciate that this office cannot undertake to maintain what is virtually property subject to private use. Therefore, the only parties which the Reclamation Service will deal with are those who are actually in possession of the land and who might come to this office with their claims that the U. S. maintained structures. In such cases, we will simply refer the land owners to the conveyances whereby the U.S. was relieved from any obligations in the matter. This would narrow the matter down to a transaction between the successors in title to the land, and as between these parties^{ne} conditions of the deed are plainly that heirs and assigns - the present holder of the title - is the party who is obligated to maintain the structure. We do not believe that any possible construction could be put upon this clause whereby a present holder of title could look back to a prior holder for any liabilities under this clause.

As stated above, we do not ask that Mr. Bounds execute this deed if he is no longer the holder of the title, but we would like to be put in touch with the party who is now the one that should execute the deed.

Very truly yours,

C. F. Harvey

Asst. District Counsel.

Deed

U. S. Reclamation Service
RECEIVED
JUL 5 - 1919
SHERMAN, TEXAS

July 2, 1919.

Mr. E. H. Bounds,
Sherman,
Tex.

Dear Sir :

We again have before us an instrument styled quitclaim deed, together with the request that you fill the blanks, and execute it, conveying to the United States of America your right, title and interest in a certain tract of land. We also have before us, and have considered, the letter of U. S. Reclamation Service to Mr. C. R. Loomis dated June 11, 1919, relating to this matter.

We also have before us the explanation of Mr. Charles R. Loomis in a letter dated June 20th. directed to Mr. Guy H. Bounds.

We understand that at the time you owned the property in question you agreed with the agents of the Government that you would execute the papers required by the Government to obtain the benefits of this irrigation project; that the agents of the Government relied upon your oral promise, and have constructed the project through the property, but that since that time you have sold the property to Clifford B. Heffler. We have not your deed to Heffler before us, but understand that it is a warranty deed, except that you do not warrant against any lien or liens that may be created or outstanding against the property on account of the Elephant Butte dam project and the drainage system thereunder known as a part of the Reclamation Service.

The deed which you are requested to sign, among other things, contains this language: "but in consideration of the benefits to be derived by such construction the grantor, for himself and his heirs and assigns, agrees that he will maintain said bridge and flume in good condition."

As we construe these various instruments from the information we have at hand, we are of the opinion that the deed binds you to maintain the bridge and flume, notwithstanding the fact that you now have no interest whatever in the property it serves. Mr. Heffler bought subject to this obligation, it seems, without assuming the burden necessary to obtain the benefit of the project.

We are of the opinion that under the circumstances the proposed quitclaim deed should be reformed by striking out the clause above quoted, and that when this deed is thus reformed, it is both proper and safe for you to execute the deed. Until the instrument is thus reformed we do not think you should

(See over)