

780

DUPAN, PERFECTO

QUITCLAIM DEED

NORTHSIDE LATERAL

151

0023-0080-0010-00

14-(10) Texas

71

THE STATE OF TEXAS.

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, Perfecto Duran

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 the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplement thereto of the County of El Paso, and of 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, and its

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 (SE 1/4) of the Southwest quarter (SW 1/4), of Section Eighteen (18) and the Northeast quarter of the Northwest quarter (NW 1/4) of Section Nineteen (19), Township 32 South, Range 7 East, U.S. Reclamation Service Survey and the Socorro 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 Grantor herein and G. Olguin, from which point the southeast corner of land of Grantor herein bears North 69°12' East, thirty-two and two tenth (32.2) feet, and the northwest corner of said Section Nineteen (19) bears North 78°29'30" West, one thousand nine hundred eighty-seven and two tenths (1987.2) feet and the tangent to the curve at this point bears South 0°14' 30" East; thence along said property line South 69°12' West, sixty-five and nine tenths (65.9) feet; thence to the left along a curve of one hundred sixty-one and one tenth (161.1) feet radius tangent to the course North 8°01' East, fifty-seven and seven tenths (57.7) feet based on twenty-five (25) foot chords; thence North 12°28' West, three hundred ninety-three and four tenths (393.4) feet to the property line between land of the Grantor herein and M. Jurado; thence along said property line North 82°29' East, forty-two and six tenths (42.6) feet to the Northeast corner of land of the Grantor herein; thence along the property line between the Grantor herein and said M. Jurado, South 15°51' East, one hundred eighty-one and two tenths (181.2) feet; thence North 76°56' East, six and nine tenths (6.9) feet; thence South 12°28' East, two hundred eight and nine tenths (208.9) feet; thence to the right along a curve of two hundred twenty-one and one tenth (221.1) feet radius forty-seven and two tenths (47.2) feet based on twenty-five (25) foot chords to the point of beginning; said tract of land containing fifty-six hundredths (0.56) acre, more or less; said described land not being homestead property.

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, and its

heirs and assigns forever.

WITNESS my hand this the 4th day of March, A. D. 1919

Perfecto Duran (his x mark)

Witnesses at Request of Grantor:

J.D. Wafer

G.F. Harvey

Correct as to Engineering Data E.M.A.

QUIT-CLAIM DEED

**SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS**

TO

Filed for record, this

day of _____, 19____, at

o'clock and _____ minutes

Clerk.

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 Perfecto Duran

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 4th day of March, A. D. 19 19.

Geo. W. Hoadley

My Com expires June 1st, 1921

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 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 reract 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 336 on Pages 157

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.

CFH:MHF

El Paso, Tex.
Sept. 9, 1919.

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

Dear Sir:

Transmitted herewith are quitclaim deeds
for official record as follows:

Deed dated August 30, 1919 running from
Francisco Gerdova to The United States.

Deed dated August 30, 1919 running from
Sidney Ullman and Jake Kaufman to the United
States.

Deed dated September 5, 1919 running from
C.E. Waterhouse to the United States.

(Deed dated March 4, 1919, running from
Perfecto Duran to the United States.)

Very truly yours,

C. F. HARVEY,

ASST. DISTRICT COUNSEL.

U.S. RECLAMATION SERVICE.

Project Manager ~~Chief of Construction~~

FORM 7-523A
Form approved by the Secretary of the Interior
Printed Jan. 1918

FIELD CONTRACT.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made the 4th day of March

nineteen hundred and nineteen, in pursuance of the act of June 17, 1902 (32 Stat., 388), 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 Perfecto Duren

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

WITNESSETH, The parties covenant and agree that:

ARTICLE 1. The Contractor will

WHEREAS, Under even date herewith a quitclaim deed was executed by the Contractor herein, releasing and quitclaiming to the United States of America for canal rightofway for the Rio Grande project, a certain tract of land in the southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) Section Eighteen (18) and the Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) Section Nineteen (19), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey and the Socorro Grant, in the County of El Paso, State of Texas, and containing fifty-six hundredths (0.56) acre, more or less; and,

WHEREAS, the United States desires immediate possession of the land herein described for use in the construction of the North Side Lateral; and,

WHEREAS, The Contractor is the owner of the improvements on said described land;

NOW, THEREFORE, in consideration of the sum of Forty and $\frac{100}{100}$ (\$40.00) Dollars, the value of said improvements, to the Contractor in hand paid by the United States, the receipt whereof 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 tract of land as described in the quitclaim deed herein referred to.

Correct as to Engineering Data

District Counsel: _____
Date: _____ 1918

APPROVED BY THE SECRETARY OF THE INTERIOR

Article 1. 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 North Side Lateral and other operations of the Reclamation Service incident thereto, and any 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.

Article 2. The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his 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 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 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.

Project Manager
United States Reclamation Service, Bureau of Reclamation and subject to the approval of the
Project Manager
BY THE UNITED STATES OF AMERICA
in witness whereof
in testimony of the fact that
THIS AGREEMENT
Project Manager

Article 3. 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.

L. C.

Project Manager

ARTICLE For and in consideration of the faithful performance of this contract the contractor shall be paid

DEPARTMENT OF THE ARMY
UNITED STATES RECLAMATION SERVICE
PROJECT

ARTICLE 3... 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.

ARTICLE 4... 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).

ARTICLE 5... 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.H. LAWSON
Project Manager, U. S. R. S.

Witnesses:

Geo. W. Hoadley
C. B. Harvey

~~Perfecto Duran (his x mark)~~

Contractor:

P. O. address: Socorro, Tex.

Approved:

Chief of Construction.*

(Date) 191

*The approval of the Chief of Construction is not required if he executes the contract in person.

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF

COUNTY OF

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. 191____ 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.
4. Only one copy of a contract should be executed, unless the Contractor desires 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 signature of the firm name at the end will be sufficient.
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.

THE UNITED STATES OF AMERICA

IN WITNESS WHEREOF, the several States have put to sealed their arms and the said seal of the United States has been hereunto affixed, and the same shall remain in force until the expiration of the term therein expressed, and the same shall be subject to the provisions of the Act of Congress approved March 3, 1908 (35 Stat. 1102).

Article 1. It is further stipulated and agreed that in the performance of the contract herein contained shall be continued to extend to and incorporate company, where such contract, or of part of the contract or agreement, or to any person to arise therefrom, whether now or hereafter, and no officer, agent or employee of the Government shall be permitted to act in the execution of appointment or other service or other as has been directed and during the continuance of the contract.

Article 2. No Member of or Delegate to, Congress or Resident Commissioner, after the expiration of the term of his office, shall be permitted to act in the execution of appointment or other service or other as has been directed and during the continuance of the contract.

Article 3. No person in this agreement shall be permitted by the contractor to act in the execution of appointment or other service or other as has been directed and during the continuance of the contract.

68 100

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated March 4, 1919 with Perfecto Duran are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the North Side Lateral, a part of the Rio Grande project; that the consideration to be paid thereunder, \$40.00 (a lump sum allowed for stand of alfalfa on 0.56 acre) is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson.

Project Manager

El Paso, Texas

March 4, 1919.

CERTIFICATE.

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

A tract of land in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 18 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 19 T. 32 S., R. 7 E., U.S.R.S. Survey and the Socorro Grant, El Paso, County, Texas, more particularly described in quitclaim deed dated March 4, 1919, running from Perfecto Duran to the United States of America:

That the tax records of said county indicate Perfecto Duran, 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.



Asst. District Counsel.

El Paso, Texas,

March 4, 1919.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

NOV 6 1919
El Paso, Texas

Director to P. M. & D. C. 10 copies
Additional copy should be obtained from sponsor
Marital status of donor

Project Manager to the Director and Chief Engineer (through Chief of Construction).

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

Agreement dated ~~March 4, 1919~~ Rio Grande Project

Executed on behalf of U. S. by ~~Perfecto Duran~~
To the United States of America

With Estimated amount involved, \$ ~~0.00~~ Authority No. ~~6-5~~
or clearing acct.

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

Purpose:
(See instructions on back.)
Donation of right of way for .56 acre for the North Side Lateral. Land is not homestead property.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager
El Paso, Texas and District Council

El Paso, Texas
Enclos. Original deed
cert. as to title
blueprint

of the approval of the above
L. M. Lawson.

Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

Washington, D. C. NOV 20 1919
Accepted by ~~Perfecto Duran~~
Ottomar Hamels
Acting Director
on NOV 20 1919
NOV 12 '19 4450

Ottomar Hamels
Acting Director

Project **El Paso, Tex.** **NOV 6 1919**
The office in which this contract originates should file all inclosures in the above space
Project Manager to Chief of Construction, thru District Counsel.
Reference should be made to inclosure ~~NOV 4, 1919~~

Subject: Forwarding for approval contract dated **MAR 4, 1919**
with **Perfecto Duran**

Estimated amount involved, \$ **340.00** Authority No. **6-5**
Account ~~to be bonded~~ or Clearing Acct.

Purpose: **No Bond.**
Payment for improvements on **0.56** acre donated for
North Side lateral by deed dated **March 4, 1919.**

Advise Project Manager at **El Paso, Tex.**
District Counsel at **El Paso, Tex.**
and Chief of Construction **Denver, Colorado**
of the approval of the above, using extra copy hereof.
Inclosures listed on the reverse
L. M. Lawson.
(Signature)

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.

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

Denver, Colo. **Nov. 14, 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. & 5 copies form letter
contract
cert. of necessity
1 Blue print, 1565 I 45

(SEE STATEMENT ON REVERSE)
CHAS. P. WILLIAMS.
(Signature)

executed Washington, D. C. **NOV 25 1919**
Contract approved and bond, if any, approved by
on **NOV 25 1919** accepted by

Ottomar Hamel
copies of contract
copies of letter of Acting Director
Inclosures:

NOV 18 '19 4659

1. Mailing address of each party P. Roman
Sacramento, Texas

Personal status of each party (married, single, widow, or widower):
Widower

2. List of improvements (state, as by itemized bill, how total consideration was fixed):
Stand of alfalfa \$40.00

3. Interest held by each party joined in contract, other than owner, or wife of owner, as "Joint ownership", "Lessee" or "Lienor", and if lienor, state such facts as may be gathered from owner as to date, amount, and quality of encumbrance:
No 6 Acre Tract on County Road
Claims no liens - Taxes Pd.

4. 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 _____ : Assessed at \$ _____ ;

other available information: _____

5. Grantor agrees that Service may order abstract of title and make deduction therefor.
Grantor will order abstract of title.
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 at once.
Grantor states that land is now encumbered (as per item No. 3) and will at once take steps to remove the encumbrance.
Grantor states that land is now encumbered (as per item No. 3) and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done grantor will have to consult personally with the lienor).

6. Cost of structures to be built by Service.