

780
ELLSWORTH, G. Q.

QUITCLAIM DEED

151
NORTH SIDE LATERAL

X

0023-068⁸⁰-0012-00

~~14~~(12) TEXAS

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 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, and its

~~hereby~~ 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 Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section nineteen (19), Township thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey and also in Socorro Grant, and more particularly described as follows:

Beginning at a point on the east boundary of the San Elizario Road, which is the Northwest corner of land of the Grantor herein, from which point the Northwest corner of said Section nineteen (19) bears North 49°04' West, two thousand nine hundred thirty-three and five tenths (2933.5) feet; thence along the property line between land of the Grantor herein and John A. Happer, North 78°48' East, fifty-two and five tenths (52.5) feet; thence South 27°26' East, six hundred one and eight tenths (601.8) feet to the property line between land of the Grantor herein and John L. Dyer; thence along said property line South 67°24' West, fifty and fifty-seven hundredths (50.57) feet to point on the east boundary of the San Elizario Road, from which point the Northwest corner of said Section nineteen (19) bears North 45°23' West, three thousand five hundred nine and six tenths (3509.6) feet; thence along the east boundary of said San Elizario Road, North 27°26' West, six hundred twelve and two tenths (612.2) feet to the point of beginning; said tract of land containing seventy hundredths (0.70) acre, 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, and its

~~hereby~~ assigns forever.

WITNESS my hand this the 6th day of March, A. D. 1919.

Witnesses at Request of Grantor:

G.C. Ellsworth

Original Filed in the Office of the County Clerk of El Paso County, Texas

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
G. Q. Ellsworth

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 6th day of March, A. D. 1919.

(SEAL)

Geo. W. Hoadley

My com. Expires June 1st, 1919.

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

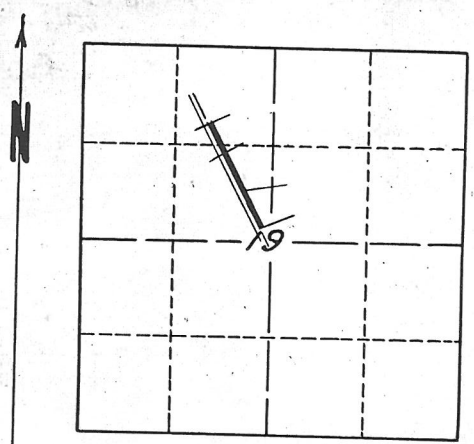
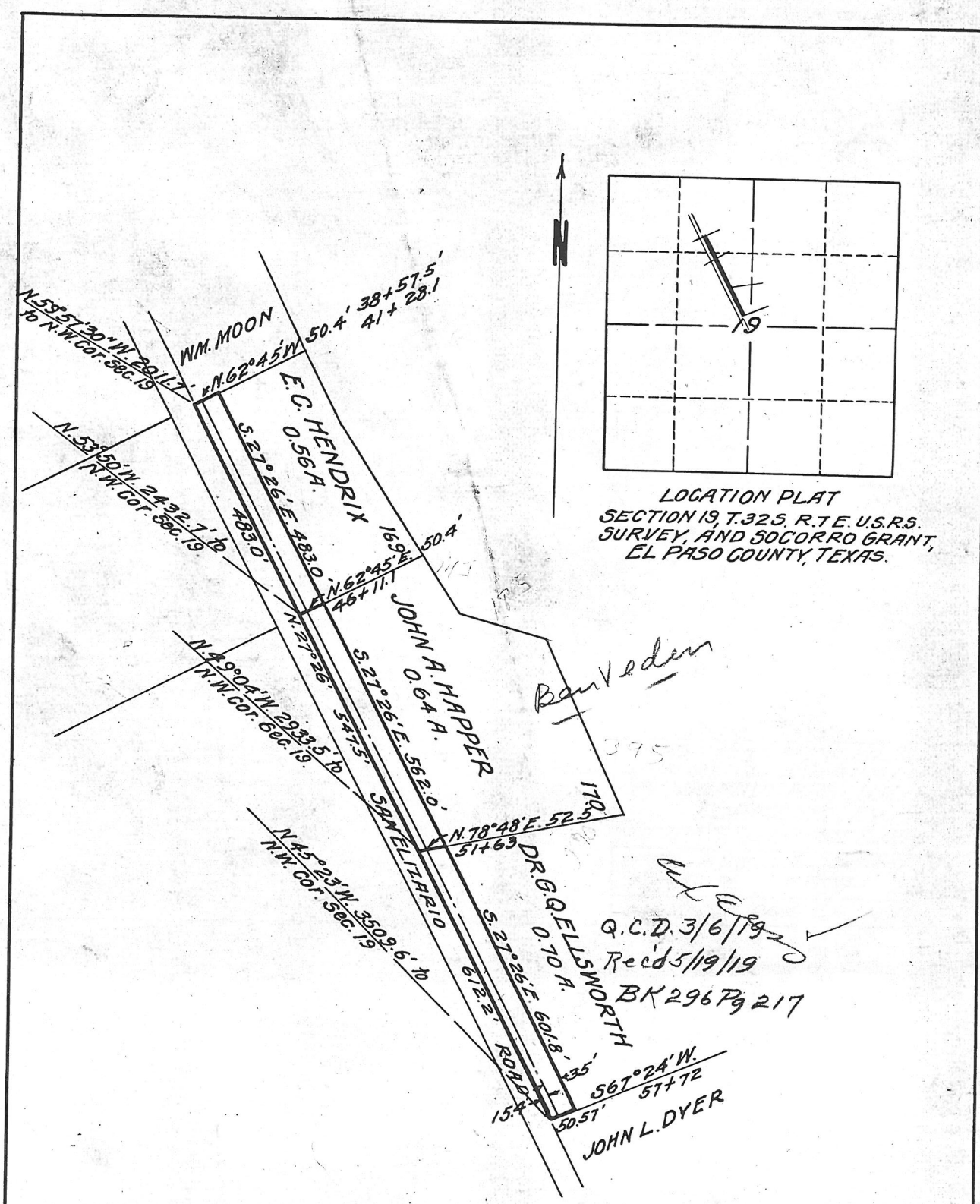
known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to 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 13 day of May, A. D. 1919, at o'clock M. and duly recorded the 19 day of May, A. D. 1919, at 10:50 o'clock A. M.



LOCATION PLAT
SECTION 19, T. 32 S. R. 7 E. U.S.R.S.
SURVEY, AND SOCORRO GRANT,
EL PASO COUNTY, TEXAS.

Banked

Q.C.D. 3/6/19
Rec'd 5/19/19
BK 296 Pg 217

Scale: 1" = 300'

DEPARTMENT OF THE INTERIOR	
UNITED STATES RECLAMATION SERVICE	
RIO GRANDE PROJ. N.M.-TEX.	
EL PASO VALLEY	
NORTH SIDE LATERAL RIGHT OF WAY	
DRAWN A.D.	RECOMMENDED
CHECKED	APPROVED
1566 L43	EL PASO, TEX. FEB. 1919

El Paso, Texas,
August 11, 1919.

From: District Counsel P.W.Dent
To: Director and Chief Engineer, Washington, D.C.
Subject: Contract with G.Q.Ellsworth, dated March 6, 1919,
for purchase of improvements.

1. References had to the above described contract and your advice that donation deed which was secured in connection with this contract was accepted by your office under date of August 2, 1919.

2. Contractor is pressing us for payment, but to date we have not received approval of the contract. Kindly advise the status of this matter.

P. W. Dent
CFH

JEC - 3 1919

Assistant to the Director

Project Manager, El Paso, Texas.

Quitclaim deed dated March 6, 1919, from G. Q. Ellsworth, conveying to the United States 0.449 of an acre in the NE¹/₄NE¹/₄ Sec. 19, T. 32 S., R. 7 E., U.S.R.S. Survey No. 157 - Rio Grande project.

1. The above mentioned deed transmitted with your form letter of July 17, 1919, has been accepted, but attention is invited to the following error:

(a) In the description it is stated, at line 15, that the owner of an adjoining tract is named H. W. Lockland. The name of the adjoining owner is given on the blueprint (1253-L53), submitted with the papers as W. H. Lackwood.

Meris Bion

Copy to C. of C.
D. C., El Paso, Texas. ✓

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, JUL 17 1919, 19

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

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

~~Agreement~~ deed dated March 6, 1919.

Rio Grande Project

Executed ~~on behalf of U.S.~~ by G. J. Killworth

with the United States of America

Estimated amount involved, \$ 0

Authority No. 5-0-2
or clearing acct.

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

Purpose:

(See instructions on back.)

Donation of right of way for North Side Lateral
(This deed and another one of even date for Franklin drain to both be covered by one contract for improvements, also of even date.)

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

Encls: Original deed, certificate as to title, 1 blueprint.

I. E. Larson

Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

Washington, D. C.,
accepted by

AUG 2 - 1919

Contract (and bond, if any,) was approved by

on

MORRIS BIEN,
Assistant to the Director.

Form 7-523t
(June, 1918)

RECEIVED
AUG 25 1919

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, JUL 17 1919, 19

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

Subject: Forwarding contract for approval:

Agreement dated March 6, 1919. Rio Grande Project

Executed on behalf of U. S. by L.M. LANSON, Project Manager,

With G. G. Ellsworth

Estimated amount involved, \$ 77.00

Authority No. 63-64 & 5-0-2
or clearing acct.

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

Purpose:
(See instructions on back.)

for
Payment for improvements on right of way Franklin Canal and North Side Lateral - said improvements are on rights of way donated by deeds referred to in the contract.

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.
Encls: Orig. 3 copies contract
Orig. & 1 copy cert. of recommendation
Sw Four blueprints

of the approval of the above

L.M. LANSON

Project Manager.

Denver, Colo., July 22, 1919

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

Original and 3 copies of form letter: original and 2 copies of contract; original certificate of necessity; blue print 1855-L-55; blue print 1866-L-43

E. A. Moritz.

(SEE STATEMENT OF REVENUES) instruction.

6-1633

Washington, D. C., AUG 21 1919

Contract (and bond, if any,) was approved by

MORRIS RIEN,
Assistant to the Director
on AUG 20 1919

JUL 25 '19 852

VOLNEY M. BROWN

C. M. WILCHAR

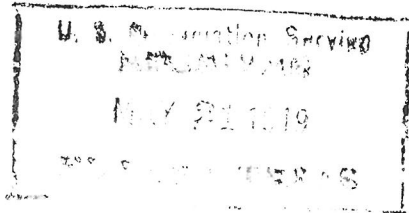
BROWN & WILCHAR

LAWYERS

513 TO 517 FIRST NAT'L BANK BLDG.

EL PASO, TEXAS

May 20th,
1919.



United States Reclamation Service,
El Paso, Texas.

Gentlemen:--

I hold a general power of attorney from Guillermo Q. Ellsworth authorizing me to receive from the United States Reclamation Service any and all sums of money which may be due him growing out of a conveyance or sale by him to the Reclamation Service of a small tract of land in the Socorro grant.

This power of attorney authorizes me to settle the claim, to receipt for any or all money and to sign any and all checks and vouchers.

Would you kindly make note of this fact in connection with your record pertaining to this matter, and when you are ready to make payment, advise me.

Yours very truly,

A large, flowing handwritten signature in cursive script that reads "Volney M. Brown".

VMB/H

CERTIFICATE

I HEREBY CERTIFY That the rights and property described in the agreement dated March 6, 1919, with G. Q. Ellsworth are required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as rights of way for the Franklin Drain and the North Side Lateral, a part of the Rio Grande project; that the consideration to be paid thereunder, \$77.00, is estimated upon the basis of improvements, most of the land having been cultivated and all of it being directly in front of the residence of the contractor, the spoil bank of the ditch cutting off the view from the house and the canals rendering access very inconvenient; that this consideration is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

El Paso, Texas,

May 13, 1919.

L. H. Lawson

Project Manager.

CERTIFICATE

I HEREBY CERTIFY With reference to the following described land:

A tract of land in the southeast quarter of the northwest quarter, Section 19, Township 32 south, range 7 east, U.S.R.S.Survey, County of El Paso, State of Texas, more particularly described in quitclaim deed dated March 6, 1919, running from G. Q. Ellsworth to the United States of America:

That the tax records of said county indicate G. Q. Ellsworth, 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.

El Paso, Texas,
May 13, 1919.

CFHarvey

Asst. District Counsel.

CFH:T

El Paso, Texas,
May 12, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two quitclaim deeds dated March 6, 1919, running from G. Q. Ellsworth to the United States of America.

Yours very truly,

PWDent by CFH
District Counsel.

Enc 2.

North Side Lateral

Franklin Drain

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made March 6,

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 Project Manager,

United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and G. Q. Ellsworth

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 two quitclaim deeds were execut-
ed by the Contractor herein, releasing and quitclaiming to the
United States of America for canal right of way for the Rio Grande
project, two certain tracts of land described as follows:
Tract No. 1- A tract of land in the southeast quarter of the north-
west quarter of Section 19, Township 32 South, Range 7 East, U.S.R.S.
Survey, El Paso County, Texas, containing 0.70 acre, more or less;
Tract No. 2- A tract of land in the northeast quarter of the north-
east quarter of Section 19, Township 32 South, Range 7 East, U.S.R.S.
Survey, El Paso County, Texas, containing 0.44 acre, more or less; and

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

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

NOW, THEREFORE, in consideration of the sum of Seventy-seven and
no/100 (\$77.00) 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 here-
after suffer as a result of the operations of the United States

Correct as to Engineering Data
EWA.

Reclamation Service on said tracts of land as described in the quitclaim deeds herein referred to.

Article 1. It is understood and agreed that the United States, its agents, officers and employees shall at all times have the right to enter upon said described land for the purpose of surveying, constructing, repairing, operating, and maintaining said North Side Lateral and Franklin Drain 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 hereinbefore 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 rendered 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.

~~ARTICLE 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.~~

~~ARTICLE 1 For and in consideration of the faithful performance by this contract the contractor shall be paid~~

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. M. JAWSON
Project Manager, U. S. R. S.

G. Q. ELLSWORTH
Contractor.

P. O. address 325 San Antonio St.,
El Paso, Texas.

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 _____ } 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. 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.

Joint Claim

CANAL North side ^{located at} COUNTY El Paso Co

1. Mailing address of each party _____

Mr G L Ellsworth - 325 San Antonio St

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

Married no homestead

2. List of improvements (state, as by itemized bill, how total consideration was fixed):

Fenced

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 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.

Mr. Todley

U.S. Reclamation Service
12 Floor Mills Bldg.

Please pay to Mr. Rosa
Ellsworth for 7/10 acres
of Scorns Grant transfer land
77.00.

Oblige Very Resp.
G. J. Ellsworth

Mrs G. J. Ellsworth

1100 East Third St