

180

JURADO, MIGUEL, et. ux., Maria Antonia

QUINCIAIN DEED

NORTHSIDE LATERAL

151

0023-00 ~~80~~-6009-00

14 (9) Texas

49  
49  
49

sum of One and no/100 (\$1.00) DOLLARS,

to us 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, State 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

~~Grantor~~ 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 the southwest quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) Section Eighteen (18) and the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) Section Nineteen (19) Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey and in the Socorro Grant, being 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 P. Duran, from which point the northwest corner of said Section Nineteen (19) bears North 85°37'30" West, one thousand nine hundred two and three tenths (1902.3) feet; thence along said property line South 76°56' West, six and nine tenths (6.9) feet; thence North 15°51' West, one hundred eighty-one and two tenths (181.2) feet to the northeast corner of land of said P. Duran; thence along property line between land of Grantor herein and said P. Duran South 82°29' West, forty-two and six tenths (42.6) feet; thence North 12°28' West, four hundred fifty-seven and eight tenths (457.8) feet; thence North 77°32' East, sixty (60) feet; thence South 12°28' East, six hundred forty-two and three tenths (642.3) feet to the point of beginning; said tract of land containing sixty-eight hundredths (0.68) of an acre, more or less.

Correct as to Engineering Data E. M. A.

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, and its

~~Grantor~~ and assigns forever.

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

Witnesses at Request of Grantor:

Miguel Jurado

Marie Antonio Armendarez Jurado



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 Miguel Jurado

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. 1919

(seal)

Geo.W.Hoadley

My com.expires June 1,1919.

Notary Public

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 Marie Antonio Armendarez Jurado wife of Miguel Jurado

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 Marie Antonio Armendarez Jurado 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 4th day of March, A. D. 1919

(SEAL)

Geo.W.Hoadley

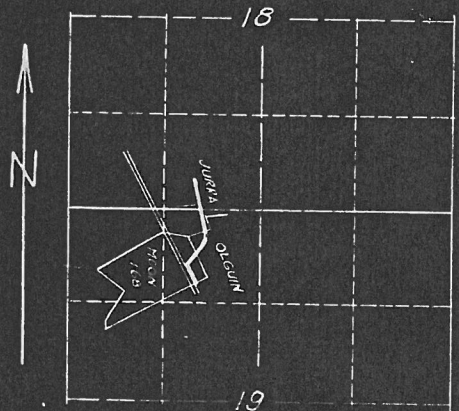
My com.expires June 1,1919.

Notary Public.

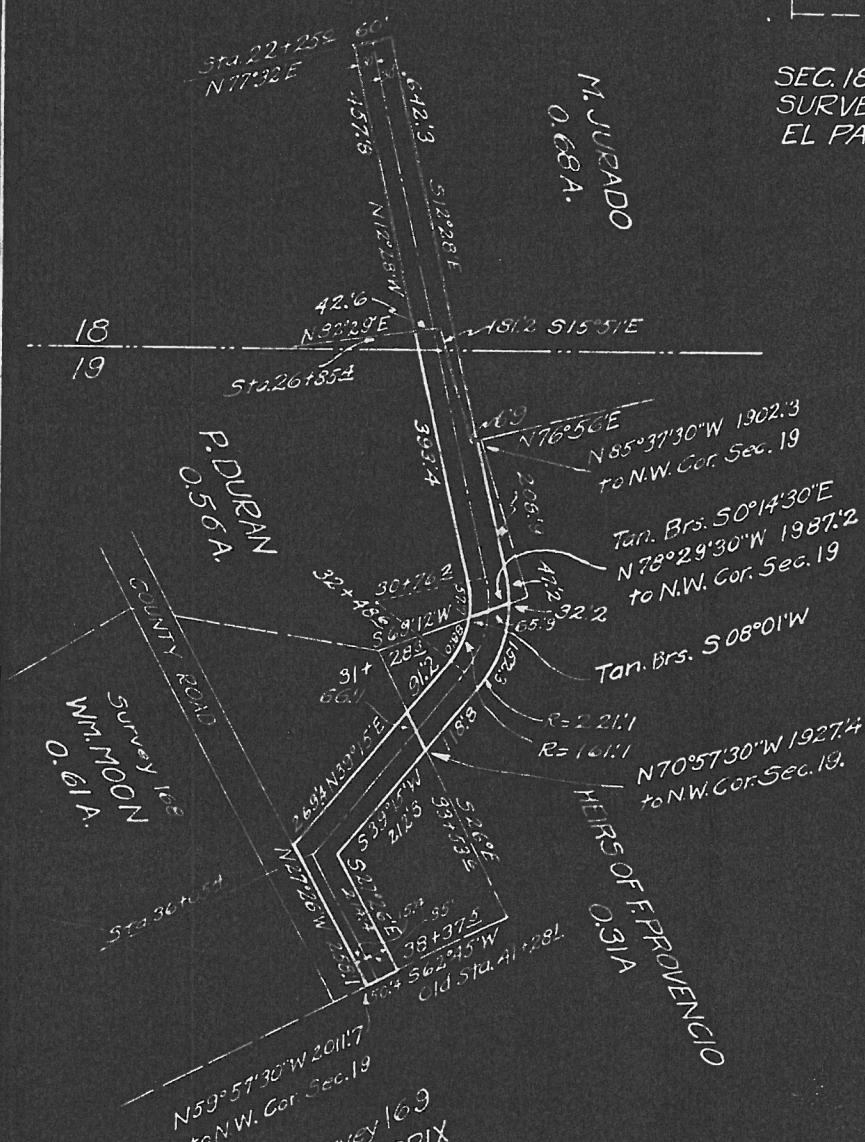
THE STATE OF TEXAS.

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 4th day of March, A. D. 1919 with its certificate of authentication, was filed for record in my office this 9th day of July, A. D. 1919, at 4.30 o'clock P.M. and duly recorded the 14th day of July, A. D. 1919 at 12.05 o'clock P.M.



LOCATION PLAT  
 SEC. 18 & 19, T. 32S R. 7E, U.S.R.S.  
 SURVEY, AND SOCORRO GRANT,  
 EL PASO COUNTY, TEXAS.



Note:  
 Curve lengths based  
 on 25' chord lengths.

Survey 169  
 E. C. HENDRIX

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 R.A.D. RECOMMENDED  
 CHECKED A.O.D. APPROVED  
 1566 L43 EL PASO, TEX., FEB. 19



El Paso, Texas, July 17, 1919.

From District Counsel

To Director and Chief Engineer, Washington.  
(Thru office of Chief of Construction; and copy direct  
to Washington office.)

Subject: Quitclaim deed and contract for improvements,  
both dated March 4, 1919, with Miguel Jurado -  
Rio Grande project.

1. Quitclaim deed is to-day being forwarded direct  
to the Washington office for acceptance.
2. Contract and related papers are being sent here-  
with through office of Chief of Construction, for approval,  
the contract being founded on the quitclaim deed. These  
papers have been held in the files at El Paso inadvertent-  
ly since last March, and contractor is exceedingly de-  
sireous of being paid on his contract. This letter is  
written to the end that the Denver and Washington offices  
may cooperate in the matter of acceptance of deed and  
forwarding of contract for approval as expeditiously as  
possible, in order that settlement with contractor may  
soon be made.

incls. (as noted on form letter  
of transmittal with con-  
tract)

F W DUNT OFH

Form 7-523t  
(June, 1918)

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas,

JUL 16 1919

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

Subject: Forwarding quitclaim deed for acceptance and filing

Agreement dated March 4, 1919, Rio Grande Project

Executed on behalf of U. S. by Signal Jurado and wife

With To United States of America

Estimated amount involved, \$ 0 Authority No. 50-2

Accompanied by bond and two copies. or clearing acct. 50-2

(Strike out if no bond transmitted.)

Purpose:  
(See instructions on back.)

**Donation of right of way for the North Side Lateral**

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

L. H. Lawson

Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

G-4533

Washington, D. C., 7/31/19  
Contract (and bond, if any,) was accepted by  
Assistant to the Director.  
on 7/31/19

JUL 22 1919

764



POSSESSORY CERTIFICATE

Rio Grande Project,  
El Paso, Texas, July 15, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land whereon are improvements sought to be acquired by the United States from Miguel Jurado and wife, in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  Sec. 18, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  Sec. 19, T. 32 S., R. 7 E., U.S.R.S. Survey, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land involved, claiming to be the owner thereof and of the improvements thereon, and no person claiming a right in such land adverse to the vendor is in possession of any part of it.

Geo. W. Hoadley  
Field Assistant.

CERTIFICATE

I HEREBY CERTIFY With reference to the following described land:

A tract of land in the SE $\frac{1}{4}$  SW $\frac{1}{4}$  Sec. 18, E. the NE $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 19, T. 32 S., R. 7 E., U.S.R.S. Survey, containing 0.68 acre, more or less, El Paso County, Texas, more particularly described in quitclaim deed dated March 4, 1919, running from Miguel Jurado and wife to the United States of America:

That the tax records of said county indicate Miguel Jurado, 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

Clerk.

El Paso, Texas,

July 15, 1919.



CERTIFICATE

I HEREBY CERTIFY, That the rights and property described in the agreement dated March 4, 1919, with Miguel Jurado and wife 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, \$68.00 (this amount being at the rate of \$100.00 per acre for .68 acre, this value being derived by reason of the land being in a good state of cultivation and the fact that the operations of the Service have cut up the relatively small farm owned by the contractor much to the deterioration of the value of the remainder of the farm), is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

El Paso, Texas,

July 15, 1919.

L.M. Lawson

Project Manager.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made the fourth 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. N. LAWSON Project Manager,

United States Reclamation Service, thereunto duly authorized and subject to the approval of the  
proper supervisory officer, and Miguel Jurado and Maria Antonio Armendaros  
Jurado, husband and wife

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

WITNESSETH, The parties covenant and agree that:

ARTICLE I. 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 right of way for the Rio  
Grande project, a certain tract of land in the southeast quarter  
of the southwest quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) Section Eighteen (18), and the  
northeast quarter of the northwest quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ), Section  
Nineteen (19), Township Thirty-two (32) South, Range Seven (7)  
East, United States Reclamation Service survey and in the Socorro  
Grant, El Paso County, Texas, and containing sixty-eight hundredths  
(0.68) 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 Sixty-eight  
and no/100 (\$68.00) 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  
Reclamation Service on said tract of land as described in the quit-  
claim deed herein referred to.

Correct as to Engineering Data



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 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~~

WITNESSED BY THE CONTRACTOR

WITNESSED BY THE UNITED STATES

IN WITNESS WHEREOF

ATTEST

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.



ARTICLE 3. For and in consideration of the faithful performance of 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. LAWSON  
Project Manager, U. S. R. S.  
Maria Antonio Armendaraz Jurado  
Miguel Jurado  
Contractor.  
P. O. address Socorro, 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, and

\_\_\_\_\_  
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.



1908 - presents the same form on the side for the purpose of use on either

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 parties have hereunto signed their names the day and year first indicated.

Witness my hand and seal of the office of the Engineer in Charge of the Public Works of the United States at Washington, D. C., this \_\_\_\_\_ day of \_\_\_\_\_, 1908.

By \_\_\_\_\_

Contractor

By \_\_\_\_\_

Engineer in Charge

Witness my hand and seal of the office of the Engineer in Charge of the Public Works of the United States at Washington, D. C., this \_\_\_\_\_ day of \_\_\_\_\_, 1908.



CANAL Northside Lateral COUNTY El Paso

1. Mailing address of each party In Juarez  
Socorro, Texas

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

2. List of improvements (state, as by itemized bill, how total consideration was fixed):  
Stand alfalfa \$68<sup>00</sup>/<sub>100</sub>

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:  
Claims no liens + Taxes Pd.  
B.7A Tract on Camino Cisneros

4. Survey number of tract (if not embodied in land description):  
state item in tax records: Item If no survey number is available (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.