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JOHNSON R W

at

PURCHASE OF IMPROVEMENTS (School Cafeteria building) (Berkman St.)

PIVA DDA TN

164

0023-00 13-0017-00

# AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas  
COUNTY OF El Paso ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with R. H. Johnson and Clara Johnson, that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said R. H. Johnson and Clara Johnson, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

L. H. Lawson  
Superintendent, Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

[OFFICIAL SEAL] this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1927

My commission expires June 1st, 1927

Geo. W. Roadley

Notary Public

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

## INSTRUCTIONS

1. In the heading, in the blank following the words, "Contract relating to," insert an appropriately descriptive word, such as Damages, Supplies, Repairs, Drayage, etc.
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 and interlineations or other irregularities must be explained over the signatures of the parties to this contract. A general statement that "erasures and interlineations were made before execution" is not sufficient.
4. Only one copy of a contract should be executed, unless the Contractor requests an executed copy, in which case the contract may be executed in duplicate.
5. A contract with a firm should describe the Contractor in the preamble, as, for instance, "Doe & Roe, a partnership, consisting of John Doe and Richard Roe, copartners," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Copartner."
6. A contract with a corporation should describe the Contractor in the preamble, as, for instance, "Doe Mercantile Company, a corporation duly organized under the laws of the State of Colorado." The contract should be signed in the corporate name by an appropriate officer thereof, who should affix his official designation, together with the corporate seal. A certificate under the corporate seal 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.
7. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

El Paso, Texas

November 29th, 1926

(Place)

(Date)

Rio Grande Project.

From Project Office,

To District Counsel,

Subject: Transmitting contract for action,

Rio Grande

project.

1. Request is made for approval as to form, execution, and legal sufficiency of contract (\*with bond), described as follows:

- (a) Date of contract November 23, 1926
- (b) Name of contractor R.W. Johnson and Clara Johnson
- (c) Estimated amount involved, \$ 30.00
- (d) Authority number
- (e) Clearing account
- (f) Purpose of contract Purchase of Land Improvements located approximately three and three-quarter (3 $\frac{3}{4}$ ) miles northwest of Ysleta, El Paso County, Texas in the southwest quarter (SW $\frac{1}{4}$ ) section sixteen (16) T.S. 31 south range six (6) east

2. The following papers are inclosed:

- Contract, original, and 4 copies.
- \*Bond, original, and 3 copies.
- This letter, 3 copies.
- Original, and 4 copies of certificate as to Title
- Original, and 4 copies of certificate of possession.

*M. L. Loomis*

Superintendent.  
(Signature)

El Paso, Texas  
(Place)

DEC 11 1926  
(Date)

On this date the above-described contract\* and bond, approved as to form, execution, and legal sufficiency, and inclosures as follows returned to project office:

- Contract, original, and 3 copies.
- \*Bond, original, and 2 copies.
- This letter, 3 copies.

*Herbert J. Dennis*  
District Counsel.

\*Mark out if not applicable.

Rio Grande Project

NOT INDEXED ASSUMED  
NOT RECORDED

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

CONTRACT RELATING TO Purchase of Land  
Improvements.

R.W. Johnson  
Nov 23, 1926

This Contract, Made November 23rd, 1926, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, herein styled the United States, represented by the officer executing this contract,<sup>1</sup> and subject to the approval of the proper supervisory officer, and R.W. Johnson and Clara Johnson, his wife

herein styled Contractor, their heirs, executors, administrators, successors, and assigns.

2. Witnesseth, That the parties hereto do hereby mutually covenant and agree as follows:

3. The Contractor ~~will~~ does hereby sell, assign, transfer and set over to the United States, free and clear of any lien or encumbrance, all buildings, fences, ditches, seedings, crops, trees, shrubbery, and other improvements, (all herein-after styled improvements), located upon, attached to, or connected with that certain tract of land approximately three and three-quarter ( $3\frac{3}{4}$ ) miles northwest of the town of Yoleta, El Paso County, Texas in the southwest quarter ( $SW\frac{1}{4}$ ) section sixteen (16), township thirty-one (31) south range six (6) east, U. S. Bureau of Reclamation survey, being also in surveys 145 and 146 of the Yoleta Grant and in tracts 2 & 3 "Sunnyfields" subdivision, more particularly described as follows:

Beginning at a point on the southeasterly line of tract #3 "Sunnyfields" and from which point the east corner of said tract bears north forty-three degrees nineteen minutes ( $43^{\circ}19'$ ), east four hundred twenty-five and sixty-nine ( $425.69$ ) feet and the northwest corner section sixteen (16) bears north fifteen degrees five minutes ( $15^{\circ}05'$ ), west three thousand three hundred ninety-one and five tenths ( $3391.5$ ) feet; thence along said southeasterly line of tract #3 south forty-three degrees nineteen minutes ( $43^{\circ}19'$ ) west, nine and nine tenths ( $9.9$ ) feet to the south corner of said tract; thence along the line of tract #3 north forty-six degrees forty-one minutes ( $46^{\circ}41'$ ), west ninety-eight and eleven hundredths ( $98.11$ ) feet, north one degree fifteen minutes ( $1^{\circ}15'$ ), west two and forty-eight hundredths ( $2.48$ ) feet to the corner common to tracts #2 & 3 "Sunnyfields" thence along the westerly line of tract #2, north one degree fifteen minutes ( $1^{\circ}15'$ ), west eighty-five and twenty-seven hundredths ( $85.27$ ) feet to a point from which the most west corner of tract #2 bears north one degree fifteen minutes ( $1^{\circ}15'$ ), west eighty and eighty-nine hundredths ( $80.89$ ) feet and the northwest corner section sixteen (16) bears north fourteen degrees twenty-three minutes ( $14^{\circ}23'$ ), west three thousand two hundred twenty-eight and one hundredths ( $3228.01$ ) feet; thence south twenty-eight degrees twenty-seven minutes ( $28^{\circ}27'$ ), east at sixty-two and eighty-four hundredths ( $62.84$ ) feet a point on the line between tracts #2 & 3 and from the east corner of which point

<sup>1</sup> Strike out words not applicable.

tract 2 and the north corner of tract 3 bears north forty-three degrees nineteen minutes ( $43^{\circ}19'$ ), east three hundred ninety-two and seventy-five hundredths (392.75) feet at one hundred sixty-eight and thirteen hundredths (168.13) feet the point of beginning of said tract containing eighty-nine thousandths (.089) acres more or less.

4. The Contractor does hereby release, acquit and discharge the United States from any and all liability for damages or compensation arising from entry upon the land above described and from the construction, operation and maintenance thereon heretofore and hereafter of works pertaining to the above-named Federal irrigation project.

5. The Contractor does hereby ratify and confirm the grant to the United States of the right of way across the land above described, under stock subscription contract with the El Paso Valley Water Users' Association.

6. The Contractor will furnish evidence satisfactory to the United States that the Contractor is the owner of said improvements and of the land on which the same are located, and that the improvements are free from any lien or encumbrance, and for this purpose will submit to the United States for examination any pertinent abstract of title or other title papers which the Contractor may have, with the right to the United States to make and retain copies of such papers; but any abstract of title additional to what the Contractor may now have, which the United States may require, shall be procured at the cost and expense of the United States.

JOHN JOHNSON: JR.

~~Notwithstanding the faithful performance of this contract, the Contractor shall~~  
~~be required to follow:~~

7. The Contractor will procure and have recorded where proper for record, all evidences of title which in the opinion of the District Counsel for the Bureau of Reclamation, are necessary to show good title unencumbered, in the Contractor to the property purchased, and which may be requested by said District Counsel.

8. The United States will pay the Contractor the sum of Thirty 00/100 (\$30.00) Dollars, upon Government voucher, by Treasury warrant or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things herein stated.

9. Liens or encumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose may be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence to any lien or encumbrance over this contract, nor as an assumption of the same by the United States.

10. The United States will permit the Contractor to retain possession, of the land above described, to use and enjoy the same, and to remove therefrom any property not the property of the United States, until November 26th 1926, unless prior thereto it becomes necessary to occupy said land for Government purposes, in which event the Contractor will be duly notified; and the Contractor agrees that whenever so notified the Contractor will immediately yield and deliver up the possession of said land, together with the said improvements thereon purchased by the United States.

11. The Playa drain to be constructed by the United States across the property above described, shall be a pipe which shall be buried in the ground about eight feet; and the United States shall, without unreasonable delay fill the trench in which said pipe is laid.

~~In the performance of this contract no person shall be employed who is undergoing a sentence of imprisonment at hard labor imposed by any municipal, territorial or State court having criminal jurisdiction.~~

12. No interest in this contract 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.

13. 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.

14. 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 to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract 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., 1109).

15. The contractor warrants that the contractor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business with others than the Government.

In witness whereof, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

DEC 2 1926

By L. M. Lanson,

Superintendent, Bureau of Reclamation.

R.W. Johnson

Contractor.

By Clara Johnson

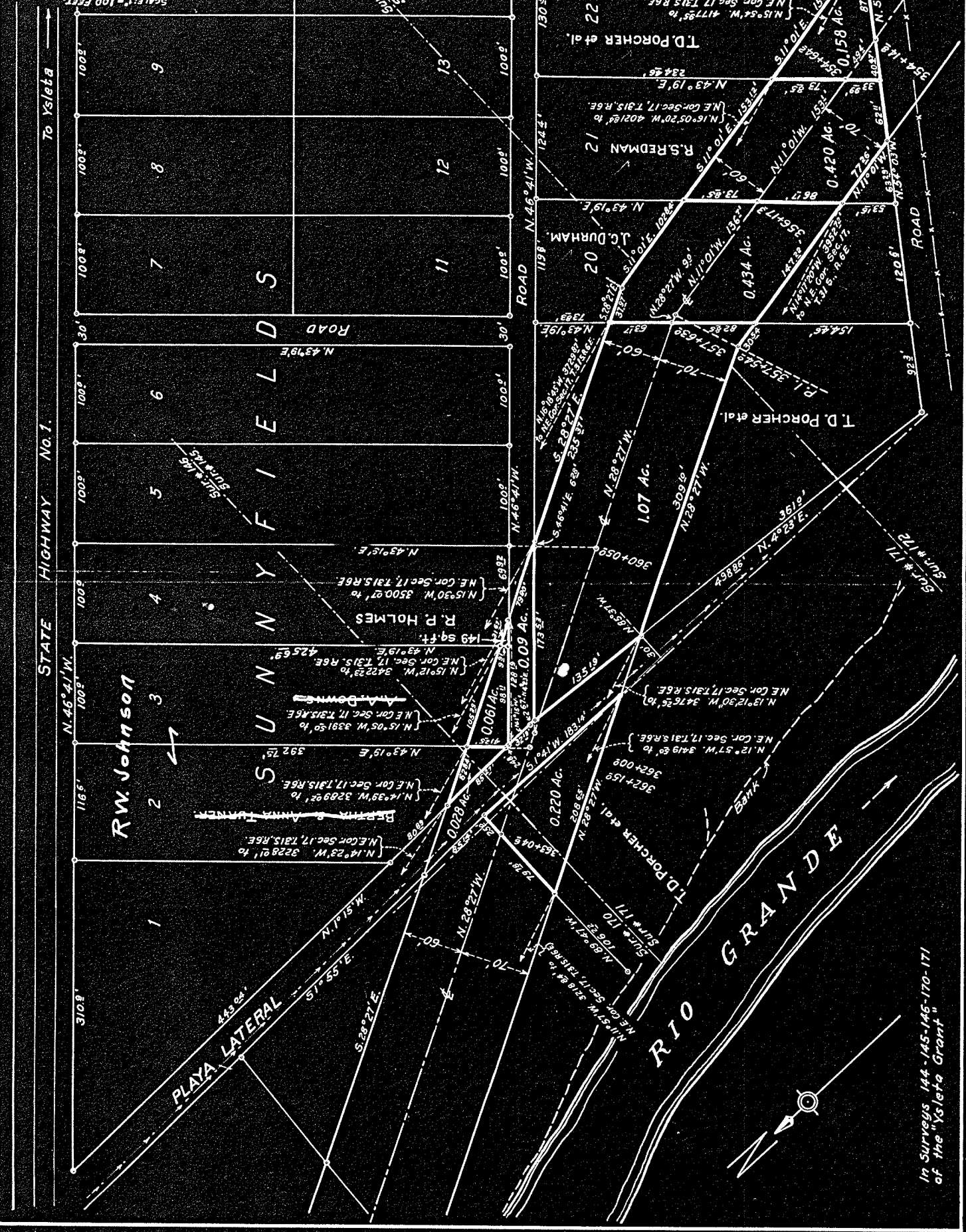
P. O. Address Box 179 R.F.D.#1, El Paso, Texas

Approved, \_\_\_\_\_, 192 .



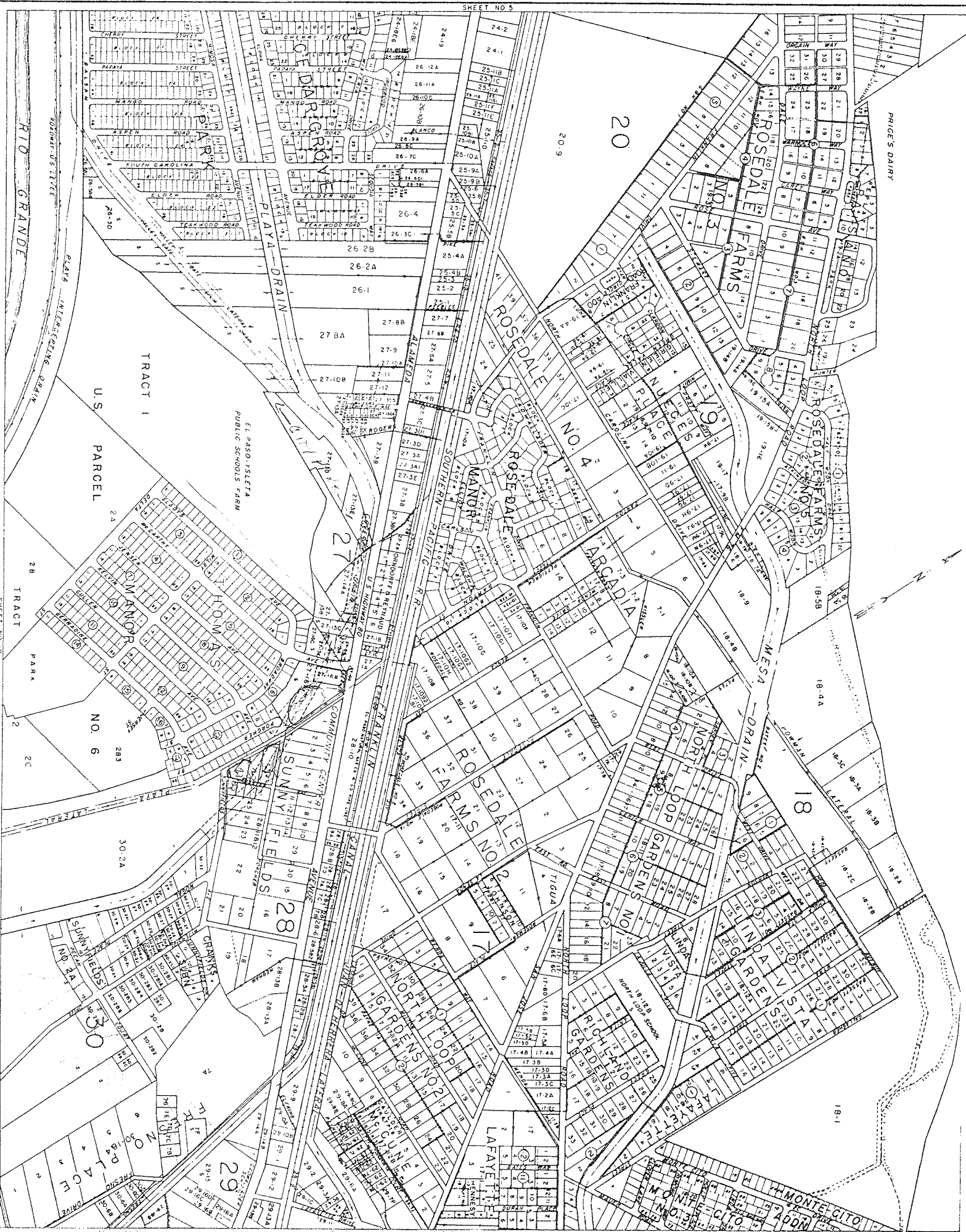
DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT - NEW MEXICO-TEXAS  
 PLAYA DRAIN EXTENSION  
 RIGHT OF WAY  
 FIELD WORK: C.S.H.  
 CHECKED: G.W.K.  
 DRAWN: F.S.G.  
 APPROVED: G.A.  
 1256-L-93 EL PASO, TEX. 3-18-26

No. 24



In Surveys 144-145-146-170-171  
 of the "Ysleta Grant"





CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the improvements described in attached purchase of improvements contract dated November 23, 1926, between the United States of America, and R. W. Johnson and Clara Johnson, and that the proposed grantors are in actual, sole and exclusive possession of the improvements proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such improvements adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 24th day of November, 1926.

Geo. W. Hoadley  
Junior Engineer,  
Bureau of Reclamation.

CERTIFICATE AS TO TITLE

I HEREBY CERTIFY with reference to the following described land:

A tract of land containing .089 acres more or less in the SW $\frac{1}{4}$  Section 16, Township 31 South, Range 6 East, Bureau of Reclamation Survey, El Paso County, Texas, and more particularly described, an agreement dated November 23, 1926, with R. W. Johnson and Clara Johnson, El Paso, Texas;

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors who are reputed owners are the actual owners and that there are no unpaid taxes, unsatisfied mortgages or other liens outstanding against the said land.

Geo. W. Hoadley  
Junior Engineer,  
Bureau of Reclamation.

El Paso, Texas,  
November 24th, 1926.

30-2A

THE STATE OF TEXAS,

COUNTY OF El Paso

37215

KNOW ALL MEN BY THESE PRESENTS:

That I, CHARLES G. JOHNSON,

of the County of El Paso and State of Texas, for and in consideration of the sum of TEN (\$10.00) and no/100 DOLLARS,

~~DOLLARS~~

to me in hand paid by MARY C. JOHNSON

of the County of El Paso and State of Texas, the receipt of which is hereby acknowledged, do, by these presents, BARGAIN, SELL, RELEASE, AND FOREVER QUIT CLAIM unto the said MARY C. JOHNSON

heirs and assigns, all my right title and interest in and to that certain tract or parcel of land lying in the County of El Paso and State of Texas, described as follows, to-wit:

Tract Five (5), save and except the Westerly five (5) feet thereof of CRANK'S SUBDIVISION, of Tract 2-C, Block 30 in the Yaleta Grant in the City of El Paso, El Paso County, Texas, according to the plat of said Crank's Subdivision formerly on file in the Back of Book 656 of the Deed Records of El Paso County, Texas, and now on file in Plat Book 7 at page 20 of the Plat Records of El Paso County, Texas

and I hereby transfer and assign all right, title and interest in and to any tax and/or insurance deposits which Grantor may have with the owner or holder of any first lien note, their agents or assigns, and any insurance policy held in behalf of Grantor herein concerning the above described property is hereby transferred and assigned to Grantee herein.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said

MARY C. JOHNSON

her heirs and assigns, forever, so that neither myself the said

CHARLES G. JOHNSON

nor my heirs, nor any person or persons claiming under me shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS my hand at El Paso, Texas

this

11th day of June

A. D. 1975

Witnesses at Request of Grantor:

THE STATE OF TEXAS,  
COUNTY OF EL PASO

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

CHARLES G. JOHNSON



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 11th day of June, A.D. 1975

Notary Public, El Paso County, Texas  
My Commission Expires June 1, 1977

THE STATE OF TEXAS,  
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

known to me to be the person whose name 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 day of , A.D. 19 (L.S.)

Notary Public, County, Texas  
My Commission Expires June 1, 19

THE STATE OF TEXAS,  
COUNTY OF

CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said known to me to be the person and officer

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of , A.D. 19 (L.S.)

Notary Public, County, Texas  
My Commission Expires June 1, 19

THE STATE OF TEXAS,  
COUNTY OF

CLERK'S CERTIFICATE

I, County

Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated on the day of , A.D. 19 , with its Certificate of Authentication, was filed for

record in my office on the day of , A.D. 19 , at o'clock M., and duly recorded this day of , A.D. 19 , at o'clock M., in the

Records of said County, in Volume , on pages

WITNESS MY HAND AND SEAL OF THE COUNTY COURT of said County, at office in

the day and year above written.

(L.S.)

County Clerk, County, Texas.  
By Deputy.

County Clerk, County, Texas.  
By Deputy.

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By Deputy.

123 - 250

QUIT CLAIM DEED  
No. 37213

FROM  
Charles G. Johnson  
Mary E. Johnson

FILED FOR RECORD

day of  
o'clock

County Clerk

RECORDED

Page

County Clerk

Deputy

Recording Fee \$  
his instrument should be filed immediately with  
County Clerk for record.

MARY E. JOHNSON Co., Dallas

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004

200