

DAVIS, CHARLES, et. al.

QUITCLAIM DEED

ASCARATE WASTEWAY

007

0023-00

72

- 0002-00

5-(2) Texas

270

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

Know all Men by these Presents:

THAT Chas. Davis, Lamar Davis, Alice Davis Wise, W. D. Wise, C. N. Bassett and State National Bank, a corporation, of El Paso, County of El Paso, State of Texas, and Josephine Crosby of New York, of the County of New York, State of New York for and in consideration of the sum of One (\$1.00) ----- DOLLARS,

to them in hand paid by the United States of America, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388)

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 United States of America, its successors

and assigns all their 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:

All that portion of land contained in a strip 80 feet wide, 40 feet on each side of the center line of the Ascarate Wasteway, leading from the Franklin Canal, of the El Paso Unit of the Rio Grande, New Mexico-Texas Project; said center line being more particularly described as follows:

Beginning at a point on the center line of said wasteway, which point lies on the south right of way line of the Rio Grande Valley Traction Company, and from which Station 445-00 on the center line of the Franklin Canal bears N. 44° 49' 15" E., 82 feet, and running thence S. 44° 49' 15" W., 400 feet to the intersection of the south boundary line of said Ascarate Grant, containing .735 acres, more or less, all located in the County of El Paso, State of Texas,

TO HAVE AND TO HOLD all their 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 United States of America, its successors

and assigns forever.

WITNESS their hands this the 12th day of April, A. D. 1915

Witnesses at Request of Grantor

Chas Davis
Lamar Davis
Alice Davis Wise
W. D. Wise
C. N. Bassett
State National Bank
by C. N. Bassett VP

Marion White

* Josephine Crosby over

NEW YORK
THE STATE OF TEXAS }
COUNTY OF EL PASO }

Before me, _____ a Notary Public _____ in and for
New York County, New York
~~El Paso County, Texas~~, on this day personally appeared Josephine Crosby

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 12th day of April, A. D. 1915

Marion White

NOTARY PUBLIC
New York County No. 97
New York Register No. 7130

THE STATE OF TEXAS, }
COUNTY OF EL PASO }

Before me, James F. Mariner, a Notary Public _____ in and for
El Paso County, Texas on this day personally appeared Alice Davis Wise wife of
M. S. Wise

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 Alice Davis Wise 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 12th day of May, A. D. 1915

James F. Mariner

Notary Public El Paso County, Tex
My Commission expires June 1/1915

THE STATE OF TEXAS, }
COUNTY OF EL PASO }

I E. B. McClintock Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 12th day of May, A. D. 1915 with its certificate of authentication, was filed for record in my office this 13th day of May, A. D. 1915, at 4:50 clock P.M. and duly recorded the 25th day of May, A. D. 1915, at 3:30 clock P.M. in the records of said County, in Volume 262 on Page 633

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.

E. B. McClintock

Clerk County Court, El Paso County, Texas.

By L. C. Bowles, Deputy.

1074 INDEXED

COMPARED

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE

ACKNOWLEDGMENTS

Chas. Davis
Lamar
C. N. Bassett
Josephine Crosby
State National Bank
W. D. Wise

U.S. of America

Filed for record, this

13th day of May 1915, at 4th clock and 15 minutes P.M.

E. B. McIntock
Clerk.

L. C. Bowles
Deputy.

El Paso

James F. Mariner
4/15/15 262/633/d.

STATE OF TEXAS

COUNTY OF EL PASO

Before me, *James F. Mariner*, a Notary Public in and for El Paso County, Texas, on this day personally appeared Chas. Davis, Lamar Davis, and W. D. Wise, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 12th day of May, A. D. 1915.

James F. Mariner

Notary Public in and for El Paso County, Texas.

My commission expires June 1/1915

COUNTY OF EL PASO

Before me, *A. H. Hill*, a Notary Public in and for El Paso County, Texas, on this day personally appeared C. N. Bassett, Vice President of the State National Bank of El Paso, Texas, 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, and as the act and deed of said Bank.

Given under my hand and seal of office this 10th day of May, A. D. 1915.

A. H. Hill
Notary Public in and for El Paso Co., Texas.

James F. Mariner

Notary Public El Paso County, Texas

My commission expires June 1/1915

THE STATE OF TEXAS,
COUNTY OF EL PASO,

I, *E. B. McIntock*, Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 12th day of May, A. D. 1915, with its certificate of authentication, was filed for record in my office this 13th day of May, A. D. 1915, at 4:50 clock P.M. and duly recorded the 25th day of May, A. D. 1915, at 3:10 clock P.M. in the records of said County, in Volume 262 on Pages 633

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.

E. B. McIntock

Clerk County Court, El Paso County, Texas.

By *L. C. Bowles*, Deputy.

Original

THIS AGREEMENT, made

January 28th

(See Par. 1 of Instructions, page 1 of this blank.)

nineteen hundred and ~~fourteen~~ *fifteen*, between Chas. Davis, Lamar Davis, Alice Davis Wise, W. D. Wise, C. N. Bassett and State National Bank, a ~~xxx~~ corporation, ~~his wife~~, of El Paso,

county of El Paso, State of Texas, and Josephine Crosby of New York,

and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and

THE UNITED STATES OF AMERICA and its assigns, by L. M. Lawson

of the United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388), hereinafter styled the United States,

WITNESSETH,

1. The vendor, in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in vicinity of the lands hereinafter described, and of the payment by the United States of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby agree that the authorized agents of the United States may enter upon and survey for, locate, grade, and construct canals, ditches, and other irrigation works, telephone and electric transmission lines, upon and across the land of the vendor, described as follows, to

wit: All lands covered by description on Sheet No. 5,
hereto attached and hereby made a part of this agreement, to-
gether with all improvements thereon.

~~xxxxxx may take and use for such purposes a strip of said land xxxxxxxxxxxxxxxxxxxx feet wide on~~
~~each side of the center line xxxxxxxxxxxx in the direction xxxxxxxxx surveyed and staked~~
~~and xxxxxxxx hereafter be surveyed and staked on and for and most practicable over said land x~~

2. And the vendor further agrees that at any time during the continuance of this agreement, after it is determined that the strip of land above described will be needed for irrigation works to be constructed by the United States as aforesaid, he will, upon request of the United States, convey to it all his right, title, and interest in and to the same, and all right, title, interest, tenements, and hereditaments appurtenant thereto, or appertaining and belonging to and used therewith, for the uses and purposes aforesaid, by good and sufficient deed, releasing the United States from all claims for damages by reason of entry upon the land first above described, and by reason of the survey, construction, or operation of said works.

3. This agreement shall become effective to bind the United States only upon its approval by the Director ^{or Comptroller} of the Reclamation Service, whose approval or disapproval will be signified

SHEET NO. 5.

All that portion of land contained in a strip 80 feet wide, 40 feet on each side of the center line of the Ascarate Wasteway, leading from the Franklin Canal, of the El Paso Unit of the Rio Grande, New Mexico-Texas Project - said center line being more particularly described as follows:

Beginning at a point on the center line of said wasteway, which point lies on the south right of way line of the Rio Grande Valley Traction Company, and from which Station 445-00 on the center line of the Franklin Canal bears N.44°-49'-15"E., 82 feet, and running thence S.44°-49'-15"W., 400 feet to the intersection of the south boundary line of said Ascarate Grant - containing .735 acres more or less, all located in the County of El Paso, State of Texas.

We the parties hereto, hereby certify that this sheet was inserted with our assent prior to the execution of this agreement.

Oliver Davis

Laura Hunt

Alvin Davis

N. D. Rice

C. N. Barnett

State National Bank

C. N. Barnett

* *Josephine Crosby*

L. M. Lawson

Project Manager

within 12 months from the date hereof, and shall terminate by limitation at the expiration of 24 months from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

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).

IN WITNESS WHEREOF; the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

of _____
PM Dent

of El Paso, Texas

D. H. Sibert

of El Paso, Texas

Marion White

of Josephine Crosby

Approved this 20th day of March, 1915

Chas Deuss
Lamar Davis
Amie Davis
N. Wise

C. N. Bennett
Nat. National Bank
by C. N. Bennett
Vendor.

* Josephine Crosby

THE UNITED STATES OF AMERICA.

By M. Lawson
Project Manager
(Official title.)

Wmme Coy
Acting Comptroller, U.S. Service
Green

STATE OF Texas
COUNTY OF El Paso } ss:

I, D. H. Rice, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Chas Davis, James Davis, Alice Davis Rice, H. D. Rice and C. N. Bassett 3rd CR Bassett Vice Pres for State Nat Bank El Paso who are personally known to me to be the person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said Alice Davis Rice separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 30th day of January, 1915

[SEAL.] My Commission expires May 31, 1915

[Signature]
Notary Public, El Paso Co. Texas

AFFIDAVIT OF DISINTERESTEDNESS

CERTIFICATE OF RECORD

PAGE

THE STATE OF TEXAS, }
COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for Record in my office, on the 26 day of March, A. D., 1915, at 9:00 o'clock A. M., and duly recorded the 7 day of April, A. D., 1915, at 11:30 o'clock A. M., in the Deed,

Records of said County, in Volume 260 on page 635
Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

E. B. McCLINTOCK,

Clerk of the County Court, El Paso County, Texas.

By N. B. Mitchell Deputy.

NOTE.—It will be unnecessary to have this affidavit executed on more than one copy of the contract.

COMPARED 9115 INDEXED

7-277

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

James Barrett

have done with

at present to

Josephine Carter
of the State of Ohio
to her heirs and assigns forever

UNITED STATES

FILED FOR RECORD

COUNTY OF Wayne 1911

I hereby certify that this instrument was

filed for record in my office at

E. B. McCLINTOCK
County Clerk 1911

at 10 o'clock M.,

and is duly recorded in Book 260 Page No. 14

By [Signature] Deputy

by James Barrett
James Barrett
Fees, \$ 260

12/11/11 260 14
6357

INSTRUCTIONS.

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

12/11/11-807

Alfalfa Sta.

GALVESTON HARRISBURG & SAN ANTONIO R.R.

± FRANKLIN CANAL S. 45° 10' 45" E

STA. 0+00 W.G. = 445+00 F. CANAL



Houses

ASCARATE

3642

APPROXIMATE SOUTH

344.2915 W.

400 ±

ROGERS

BOUNDARY ASCARATE GRANT

Low Lands

To 5 Mile Bridge 4600 ± 30'

STA. 6+14.5

COUNTY ROAD

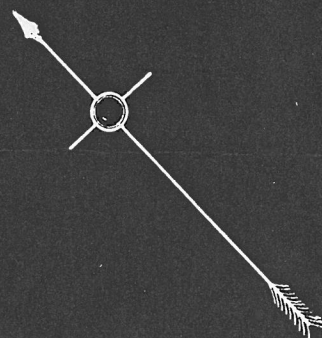
3642

388.5

PEDREGON

10+28

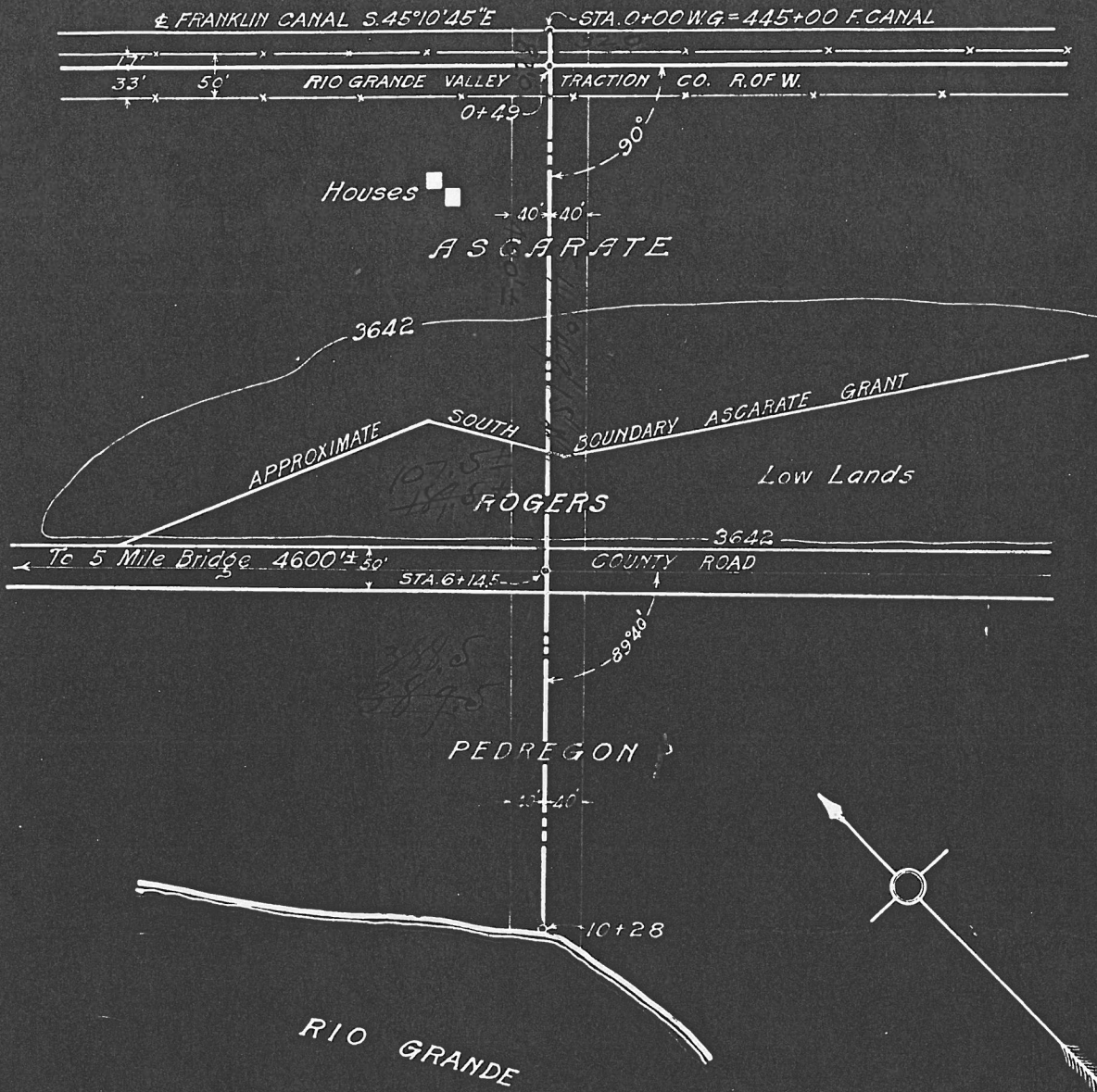
RIO GRANDE



U.S.R.S.
 RIO GRANDE PROJECT N. M.-TEXAS
 CANAL SURVEYS
 EL PASO VALLEY
 RIGHT OF WAY MAP
 ASCARATE WASTE WAY
 SCALE 1"=200' NOV. 1914

GALVESTON HARRISBURG & SAN ANTONIO R.R.

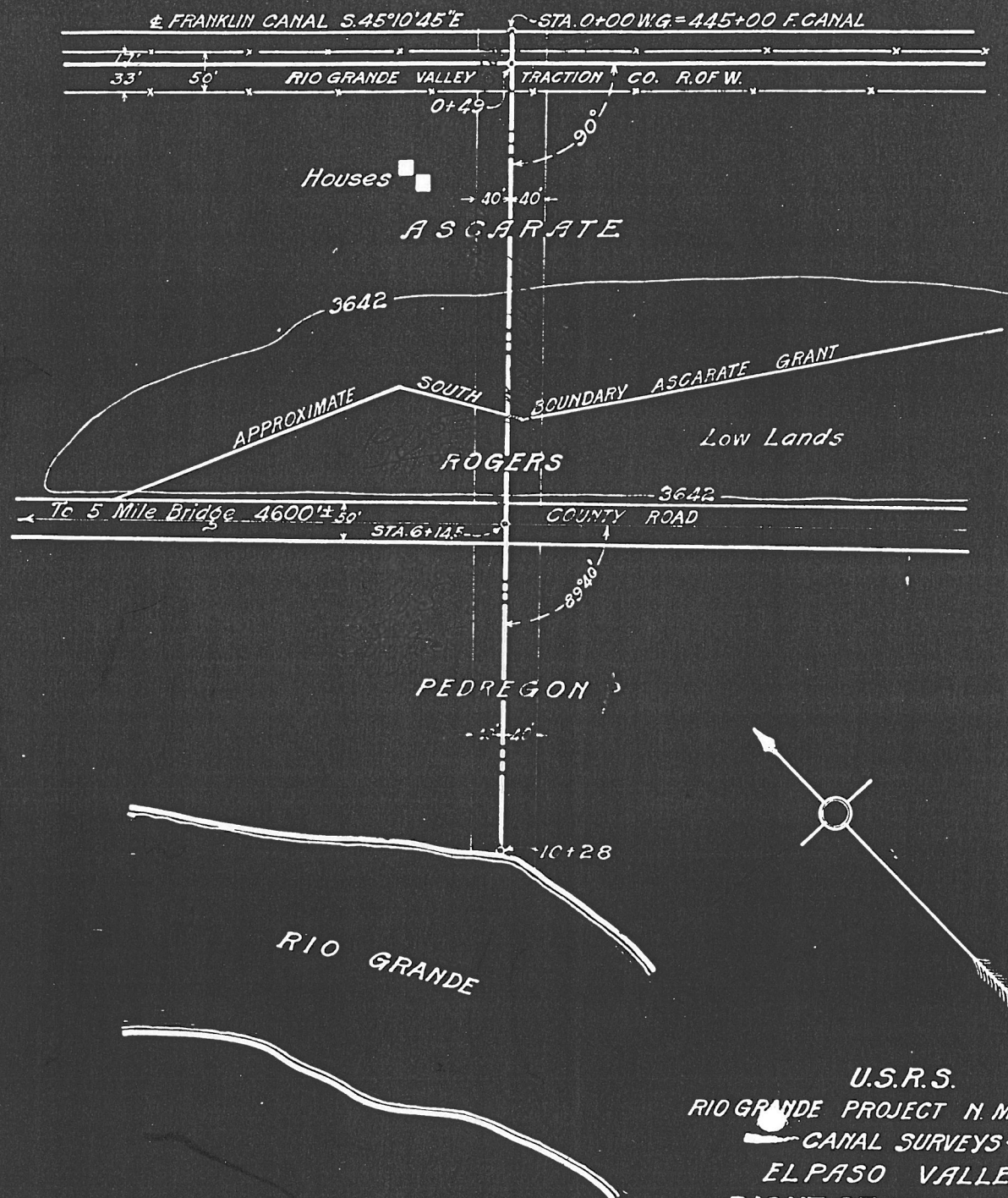
Alfalfa Sta.



U.S.R.S.
 RIO GRANDE PROJECT N.M.-TEXAS
 CANAL SURVEYS
 ELPASO VALLEY
 RIGHT OF WAY MAP
 ASCARATE WASTE WAY
 SCALE 1"=200' NOV. 1914

GALVESTON HARRISBURG & SAN ANTONIO RR.

Alfalfa Sta.



U.S.R.S.
 RIO GRANDE PROJECT N.M.-TEXAS
 CANAL SURVEYS
 EL PASO VALLEY
 RIGHT OF WAY MAP
 ASCARATE WASTE WAY
 SCALE 1"=200' NOV. 1914

E.521-L

Original

THIS AGREEMENT, made January 2nd (See Par. 1 of Instructions, page 1 of this blank.)

between ~~fourteen~~ fifteen nineteen hundred and ~~fourteen~~ fifteen between Chas. Davis, Lamar Davis, Alice Davis Wise, W. D. Wise, C. N. Bassett and State National Bank, a ~~sex~~ corporation his wife, of El Paso,

county of El Paso, State Texas, and Josephine Crosby of New York,

and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and

THE UNITED STATES OF AMERICA and its assigns, by L. M. Lawson of the United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388), hereinafter styled the United States,

WITNESSETH,

1. The vendor, in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in vicinity of the lands hereinafter described, and of the payment by the United States of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby agree that the authorized agents of the United States may enter upon and survey for, locate, grade, and construct canals, ditches, and other irrigation works, telephone and electric transmission lines, upon and across the land of the vendor, described as follows, to wit:

All lands covered by description on Sheet No. 5,
hereto attached and hereby made a part of this agreement, to-
gether with all improvements thereon.

~~and every take and use for such purposes a strip of said land xxxxxxxxxxxxxxxxxxxxxxx feet wide on~~
~~each side of the center line of said canal and other fixtures in the direction of works surveyed and staked~~
~~and necessary hereafter for survey and staked on and for all works and fixtures on said land x~~

2. And the vendor further agrees that at any time during the continuance of this agreement, after it is determined that the strip of land above described will be needed for irrigation works to be constructed by the United States as aforesaid, he will, upon request of the United States, convey to it all his right, title, and interest in and to the same, and all right, title, interest, tenements, and hereditaments appurtenant thereto, or appertaining and belonging to and used therewith, for the uses and purposes aforesaid, by good and sufficient deed, releasing the United States from all claims for damages by reason of entry upon the land first above described, and by reason of the survey, construction, or operation of said works.

3. This agreement shall become effective to bind the United States only upon its approval by the Director ^{or Comptroller} of the Reclamation Service, whose approval or disapproval will be signified

SHEET NO. 5.

All that portion of land contained in a strip 80 feet wide, 40 feet on each side of the center line of the Ascarate Wasteway, leading from the Franklin Canal, of the El Paso Unit of the Rio Grande, New Mexico-Texas Project - said center line being more particularly described as follows:

Beginning at a point on the center line of said wasteway, which point lies on the south right of way line of the Rio Grande Valley Traction Company, and from which Station 445-00 on the center line of the Franklin Canal bears N.44°-49'-15"E., 82 feet, and running thence S.44°-49'-15"W., 400 feet to the intersection of the south boundary line of said Ascarate Grant - containing .735 acres more or less, all located in the County of El Paso, State of Texas.

We the parties hereto, hereby certify that this sheet was inserted with our assent prior to the execution of this agreement.

Oliver Opeis
Lawyer
Alvin Davis
M. D. Rice
C. N. Barrett
State National Bank
C. N. Barrett
* *Josephine Crosby*
L. M. Lawson
Project Manager

within 12 months from the date hereof, and shall terminate by limitation at the expiration of 24 months from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

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).

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

Chas Deuss
Laura David
Amie Davis
N. Wise

of _____
W. Deuss

of *El Paso, Texas*

D. H. Sibbert

of *El Paso, Texas*

Marion White

of *Josephine Crosby*

C. N. Barnett
State National Bank
by C. N. Barnett
Vendor.

* *Josephine Crosby*

THE UNITED STATES OF AMERICA.

By *M. Lawson*
Project Manager
(Official title.)

Approved this 20th day of March, 1915

Wm. Coy
Acting Comptroller, Dept. of the Interior
Fuller

STATE OF Texas
COUNTY OF El Paso } ss:

I, D. H. Rice, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Chas Davis, James Davis - Alice Davis Rice, H. D. Rice and C. N. Bassett ^{3rd} C. N. Bassett Vice Pres for State Nat Bank El Paso who are personally known to me to be the person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said Alice Davis Rice separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 30th day of January, 1915

[SEAL.] my Commission expires May 31, 1915

[Signature]
Notary Public, El Paso Co., Texas

AFFIDAVIT OF DISINTERESTEDNESS

CERTIFICATE OF RECORD

PAGE 138

THE STATE OF TEXAS, }
COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for Record in my office, on the 26 day of March, A. D., 1915, at 9:00 o'clock A. M., and duly recorded the 7 day of April, A. D., 1915, at 11:30 o'clock A. M., in the Deed,

Records of said County, in Volume 260 on page 635
Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

E. B. McCLINTOCK,
Clerk of the County Court, El Paso County, Texas.
By N. B. Mitchell Deputy.

NOTE.—It will be unnecessary to have this affidavit executed on more than one copy of the contract.

COMPARED 9115 INDEXED

7-277

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

Wm Barrett

Wm Barrett

Josephine Crady
to
E. B. McClintock
to

UNITED STATES

FILED FOR RECORD

COUNTY OF March 26 1911

I hereby certify that this instrument was

filed for record in my office at
E. B. McCLINTOCK
M.,
County Clerk 1911

and is duly recorded in Book
By
Page No.

by Robert Freeman
Fees, \$

1/28/11 260 14
6357

INSTRUCTIONS.

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

802

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **January 28,** 191 **5,** with
Chas. Davis, Lamar Davis, Alice Davis Wise, W. D. Wise, C. N. Bassett and
State National Bank, a corporation, of El Paso, Texas, and Josephine
Crosby of New York
for the purchase of land required for **Ascarate Wasteway**
purposes, **Rio Grande** Project, **El Paso**
County, **State of Texas**

1. State description and approximate area of land to be conveyed.

.735 acres, more or less

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

**Land is located within Mexican grant confirmed and patented
by the State of Texas**

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

**Chas. Davis, Lamar Davis, Alice Davis Wise, W. D. Wise, C. N.
Bassett and State National Bank, a corporation, of El Paso,
Texas, and Josephine Crosby of New York City, New York**

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

Owners in possession

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

No

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **January 28,** 191**5,** with
Chas. Davis, Lamar Davis, Alice Davis Wise, W.D. Wise, C.N. Bassett and
State National Bank, a corporation, of El Paso, Texas, and Josephine
Crosby of New York
for the purchase of land required for **Accurate Wasteway**
purposes, **Rio Grande** Project, **El Paso**
County, **State of Texas**

1. State description and approximate area of land to be conveyed.

.735 acres, more or less

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

**Land is located within Mexican grant confirmed and patented
by the State of Texas**

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

**Chas. Davis, Lamar Davis, Alice Davis Wise, W. D. Wise, C. N.
Bassett and State National Bank, a corporation, of El Paso,
Texas, and Josephine Crosby of New York City, New York**

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

Owners in possession

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

No

6. State how much of the land is under cultivation, to what kinds of crops with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

Land not cultivated at present. All might be cultivated. No improvements

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

Not irrigated

8. State the selling price of similar land in the vicinity.

From \$100.00 to \$300.00 per acre

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

The above is a correct statement of the information procured.

Dated **March 1,**

191**5.**

L. M. Lawson,

(Signature)

(Title)

In Charge of Negotiations.

Approved:

Project Manager.

142

El Paso, Texas, May 18, 1915.

The County Recorder,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for recording in the records of El Paso County and return to this office quit claim deed from Chas. Davis, et al., to the United States in connection with the transfer of land for right of way for the Associate Wasteway.

Upon receipt of you bill for fees, voucher covering same will be promptly prepared.

Very truly yours,

P. W. Dent

District Counsel.

enc

140

El Paso, Texas, May 13, 1915.

The County Recorder,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for recording in the records of El Paso County and return to this office quit claim deed from Chas. Davis, et al., to the United States in connection with the transfer of land for right of way for the Ascarate Wasteway.

Upon receipt of you bill for fees, voucher covering same will be promptly prepared.

Very truly yours,

P. W. Dent

District Counsel.

enc

CHARLES DAVIS

LAMAR DAVIS

DAVIS BROTHERS

SUCCESSORS TO TURNER & DAVIS

REAL ESTATE, INSURANCE, RENTALS

CATTLE

ESTABLISHED 1885

P.O. BOX 115

106 TEXAS ST.

PHONE 118

EL PASO, TEXAS

May 12th, 1915.

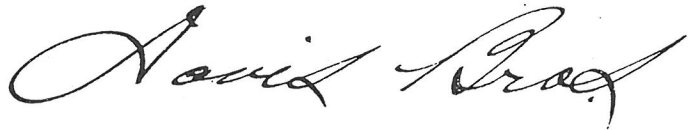
Mr. P. W. Dent, District Counsel,
U. S. Reclamation Service,
Millis Building,

Dear Sir:-

We are returning you herewith Quit Claim Deed from the owners of the Ascarate Grant to the Government for the eighty foot strip in the Ascarate Grant running from the Franklin Canal in a south-west-erly direction and known as the Ascarate Wasteway.

We believe that you will find that all acknowledgments have been properly taken now.

Yours very truly,



CHARLES DAVIS

LAMAR DAVIS

DAVIS BROTHERS

SUCCESSORS TO TURNER & DAVIS

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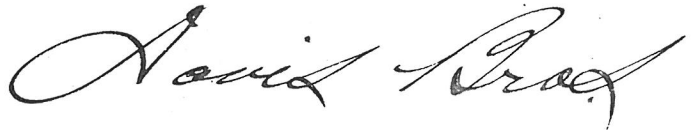
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We believe that you will find that all acknowledgments have been properly taken now.

Yours very truly,



14a

El Paso, Texas, May 11, 1915.

Mr. Charles Davis,
106 Texas Street,
El Paso, Texas.

Dear Sir:

There is transmitted herewith quit claim deed from Chas. Davis, Lamar Davis, Alice Davis Wise, W. D. Wise, C. H. Bassett, State National Bank and Josephine Crosby, quit claiming to the United States certain land to be used in connection with right of way for the Ascarate Wasteway. It will be noted that the first four signatures to this deed have not been acknowledged before a notary public. May I request, therefore, that you kindly have this done and the deed returned to this office. In the case of Alice Davis Wise, the wife's separate acknowledgment appearing on the back of this deed should be filled out by the notary.

I certainly regret very much to have to trouble you in this connection but under the circumstances it seems unavoidable.

Very truly yours,

P. W. Dent

District Counsel.

enc

14a

El Paso, Texas, May 11, 1915.

Mr. Charles Davis,
106 Texas Street,
El Paso, Texas.

Dear Sir:

There is transmitted herewith quit claim deed from Chas. Davis, Lamar Davis, Alice Davis Wise, W. D. Wise, C. H. Bassett, State National Bank and Josephine Crosby, quit claiming to the United States certain land to be used in connection with right of way for the Ascarate Wasteway. It will be noted that the first four signatures to this deed have not been acknowledged before a notary public. May I request, therefore, that you kindly have this done and the deed returned to this office. In the case of Alice Davis Wise, the wife's separate acknowledgment appearing on the back of this deed should be filled out by the notary.

I certainly regret very much to have to trouble you in this connection but under the circumstances it seems unavoidable.

Very truly yours,

P. W. Dent

District Counsel.

enc

14a

El Paso, Texas, March 26, 1915.

Messrs. Chas. and Lamar Davis,

106 Texas Street,

El Paso, Texas.

Dear Sirs:

This is to inform you that agreement with you and others, dated January 28, 1915, whereby you donated a right of way for the Ascarate Wasteway, Rio Grande Project, was approved by W. M. McCoy as Acting Comptroller of the U. S. Reclamation Service, under date of March 20, 1915.

Pursuant to article 2 of said agreement I am enclosing a quit claim deed with the request that you sign and acknowledge same and return to this office as soon as practicable.

Very truly yours,

D. H. Sibbett

District Counsel.

enc 1

14a

El Paso, Texas, March 26, 1915.

Messrs. Chas. and Lamar Davis,

106 Texas Street,

El Paso, Texas.

Dear Sirs:

This is to inform you that agreement with you and others, dated January 28, 1915, whereby you donated a right of way for the Ascarate Wasteway, Rio Grande Project, was approved by W. M. McCoy as Acting Comptroller of the U. S. Reclamation Service, under date of March 20, 1915.

Pursuant to article 2 of said agreement I am enclosing a quit claim deed with the request that you sign and acknowledge same and return to this office as soon as practicable.

Very truly yours,

D. H. Sibbett

District Counsel.

enc 1

14a

El Paso, Texas, March 25, 1915.

Mr. Park Pitman,
County Clerk, El Paso County,
El Paso, Texas.

My Dear Mr. Pitman:

There is herewith enclosed for recording an agreement with Chas. Davis, et al., dated January 28, 1915, for transfer of certain rights and property to the United States for right of way purposes, Rio Grande Project.

It is requested that you have this agreement recorded as soon as practicable and returned to this office.

Upon receipt of the bill for fees a voucher in payment will be promptly prepared.

Very truly yours,

D. H. Sibbett

District Counsel.

enc 1

14a

El Paso, Texas, March 25, 1915.

Mr. Park Pitman,
County Clerk, El Paso County,
El Paso, Texas.

My Dear Mr. Pitman:

There is herewith enclosed for recording an agreement with Chas. Davis, et al., dated January 28, 1915, for transfer of certain rights and property to the United States for right of way purposes, Rio Grande Project.

It is requested that you have this agreement recorded as soon as practicable and returned to this office.

Upon receipt of the bill for fees a voucher in payment will be promptly prepared.

Very truly yours,

D. H. Sibbett

District Counsel.

enc 1

Felt

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

such 7
El Paso, Texas, ~~February 27~~, 1915

Project Manager to the Director (~~through Supervising Engineer~~).

Subject: Forwarding contracts for approval.

The contract described below is forwarded herewith for approval:

Date **January 28th, 1915** Rio Grande project

Executed by **L. H. Lawson**
Chas. Davis, Lamar Davis, Alice Davis Wise, W.D. Wise, C.N.
With **Bassett and State National Bank, a corporation, of El Paso, Texas, and Josephine Crosby of New York**

Accompanied by bond and one copy. [Insert "Yes" or "No bond."] **No Bond**

Purpose: **Donation of right of way for Ascarte Wasteway**
C.N. Bassett has been requested to furnish copy of resolutions of State Nat. Bk. authorizing him to sign contract P.H.S.

Advise **Project Manager** at **El Paso, Texas**
with copy to **--** at **--**

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ **nominal consideration** Authority No. **1307-9**

- Encls. **Original agreement**
- Washington Office copy**
- Returns Office copy**
- Report on Land Agreement*
- Certificate of P.M.*

L. H. Lawson
Project Manager.

Washington, D. C. *Mar 20* 1915

Approved by *Acting Controller*

Date of approval *Mar 20, 1915*

Bond, if any (see above), approved by same officer on same date.

Original returned for recording
1 of 2 W.M. M.C. Coy
Acting Controller

File

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

such 7
El Paso, Texas, ~~February 27, 1915~~, 191

Project Manager to the Director (~~through Supervising Engineer~~).

Subject: Forwarding contracts for approval.

The contract described below is forwarded herewith for approval:

Date **January 28th, 1915** **Rio Grande** project

Executed by **L. M. Lawson**
Chas. Davis, Lamar Davis, Alice Davis Wise, W.D. Wise, C.N.
With **Bassett and State National Bank, a corporation, of El Paso, Texas, and Josephine Crosby of New York**

Accompanied by bond and one copy. [Insert "Yes" or "No bond."] **No Bond**

Purpose: **Donation of right of way for Ascante Wasteway**
C. N. Bassett has been requested to furnish copy of resolutions of State Nat. Bk. authorizing him to sign contract D.H.S.

Advise **Project Manager** at **El Paso, Texas**
with copy to **--** at **--**

of the approval of the above, using extra copy or copies hereof.

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- Encls. **Original agreement**
- Washington Office copy**
- Returns Office copy**
- Report on Land Agreement*
- Certificate of P.M.*

L. M. Lawson
Project Manager.

Washington, D. C. *Mar 20* 1915

Approved by *Acting Controller*

Date of approval *Mar 20, 1915*

Bond, if any (see above), approved by same officer on same date.

Original returned for recording

(Sgd) W. M. McCoy
Acting Controller

14 a

El Paso, Texas, March 9, 1915.

Project Manager

Comptroller, Washington, D. C.

Contract with Chas. Davis, et al. for right of way
for Ascarate Wasteway--Rio Grande Project

1. Reference is made to form letter dated March 4, 1915, transmitting for approval the above mentioned contract.
2. One of the parties to this contract was the State National Bank and I am herewith enclosing a certified copy of a resolution of the Board of Trustees of the State National Bank authorizing C. N. Bassett to execute the contract on behalf of the said bank.

L. M. Lawson

1 enc

14 a

El Paso, Texas, March 9, 1915.

Project Manager

Comptroller, Washington, D. C.

Contract with Chas. Davis, et al. for right of way
for Ascarate Wasteway--Rio Grande Project

1. Reference is made to form letter dated March 4, 1915, transmitting for approval the above mentioned contract.
2. One of the parties to this contract was the State National Bank and I am herewith enclosing a certified copy of a resolution of the Board of Trustees of the State National Bank authorizing C. N. Bassett to execute the contract on behalf of the said bank.

L. M. Lawson

1 enc

(COPY)

THE STATE NATIONAL BANK

El Paso, Texas, March 8th, 1915.

At a meeting of the Board of Directors held this date authority was given to C. N. Bassett as Vice President to sign deeds for the conveyance of land held by the State National Bank. His action in signing deeds heretofore is hereby ratified.

ATTEST: Geo. D. Flory,
Cashier

C. R. MOREHEAD, Pres.

(SEAL)

I hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Directors of this association, duly adopted on the date specified.

Geo. D. Flory,
Cashier.

(COPY)

THE STATE NATIONAL BANK

El Paso, Texas, March 8th, 1915.

At a meeting of the Board of Directors held this date authority was given to C. N. Bassett as Vice President to sign deeds for the conveyance of land held by the State National Bank. His action in signing deeds heretofore is hereby ratified.

ATTEST: Geo. D. Flory,
Cashier

C. R. MOREHEAD, Pres.

(SEAL)

I hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Directors of this association, duly adopted on the date specified.

Geo. D. Flory,
Cashier.

El Paso, Texas, March 1, 1915.

Mr. C. N. Bassett,

Vice-President, State National Bank,

El Paso, Texas.

My Dear Mr. Bassett:

Under date of January 28, 1915, you signed a contract donating a right of way for the Ascarate Wasteway to the United States of America.

In order to comply with the regulations of the Department it is requested that you kindly furnish this office with a certified copy of resolutions of the Board of Directors of the State National Bank authorizing you to execute agreements of this nature.

Very truly yours,

D. H. Sibbett

District Counsel.

El Paso, Texas, March 1, 1915.

Mr. C. N. Bassett,

Vice-President, State National Bank,

El Paso, Texas.

My Dear Mr. Bassett:

Under date of January 28, 1915, you signed a contract donating a right of way for the Ascarate Wasteway to the United States of America.

In order to comply with the regulations of the Department it is requested that you kindly furnish this office with a certified copy of resolutions of the Board of Directors of the State National Bank authorizing you to execute agreements of this nature.

Very truly yours,

D. H. Sibbett

District Counsel.

CERTIFICATE TO ACCOMPANY CONTRACT WITH CHAS. DAVIS, ET AL.

IT IS HEREBY CERTIFIED that the land described in attached agreement dated January 28, 1915, with Chas. Davis, et al. is necessary for purposes duly authorized by the Reclamation Act, namely for the Ascarate Wasteway, Rio Grande Project, New Mexico-Texas. No compensation is to be paid therefor and it is respectfully recommended that the agreement be approved.

L. M. Lawson.

Project Manager.

El Paso, Texas, March 1, 1915.

CERTIFICATE TO ACCOMPANY CONTRACT WITH CHAS. DAVIS, ET AL.

IT IS HEREBY CERTIFIED that the land described in attached agreement dated January 28, 1915, with Chas. Davis, et al. is necessary for purposes duly authorized by the Reclamation Act, namely for the Ascarate Wasteway, Rio Grande Project, New Mexico-Texas. No compensation is to be paid therefor and it is respectfully recommended that the agreement be approved.

L. M. Lawson.

Project Manager.

El Paso, Texas, March 1, 1915.

State of New York }
County of New York } ss.

I, Marion White, a Notary Public
in and for said county, in the State aforesaid, do hereby certify
that Josephine Crosby

who is personally known to me to be the person whose
name is subscribed to the foregoing instrument, appeared be-
fore me this day in person and acknowledged that she
signed, sealed, and delivered said instrument of writing as her
free and voluntary act, for the uses and purposes therein set forth.

~~I further certify that I did examine the said _____
_____ separate and apart from her husband,
and explained to her the contents of the foregoing instrument, and
upon that examination she declared that she did voluntarily sign,
seal, and acknowledge the same without any coercion or compulsion,
and does not wish to retract the same.~~

Given under my hand and official seal, this 23 day of
February, 1915

(Seal)

Marion White

NOTARY PUBLIC
New York County No. 4076
New York Register No. 5092

State of New York }
County of New York } ss.

I, Marion White, a Notary Public
in and for said county, in the State aforesaid, do hereby certify
that Josephine Crosby

who is personally known to me to be the person whose
name is subscribed to the foregoing instrument, appeared be-
fore me this day in person and acknowledged that she
signed, sealed, and delivered said instrument of writing as her
free and voluntary act, for the uses and purposes therein set forth.

~~I further certify that I did examine the said _____
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and explained to her the contents of the foregoing instrument, and
upon that examination she declared that she did voluntarily sign,
seal, and acknowledge the same without any coercion or compulsion,
and does not wish to retract the same.~~

Given under my hand and official seal, this 23 day of
February, 1915

(Seal)

Marion White

NOTARY PUBLIC
New York County No. 4076
New York Register No. 5092

142
filed

El Paso, Texas, January 21, 1915.

Mr. Douglas C. Crowell,
City.

Dear Sir:

Further reference is made to the matter of right-of-way for what is known as the Ascarate wasteway, an adjunct of the Franklin canal, regarding which I have had some conversation with you:

The land required for this right-of-way across the Ascarate grant amounts to about 7/10 of an acre, and it is manifest that the advantages accruing to the owners of this grant will more than compensate for the land taken in this connection. It is estimated by our engineers that the cost of filling in the land for the silting up of which it is proposed to furnish water from the proposed wasteway would cost at the very lowest estimate between \$2,000 and \$3,000, even though there was dirt of a suitable character nearby, and under the conditions obtaining it no doubt would cost more than the amount stated.

As you know, the proposition is that the right-of-way be donated by the owners affected, and that the latter contribute the sum of \$1,000 for the necessary structure underneath the county road for carrying the water, in return for which ~~water~~ will be furnished for silting up the land of the grant and the other owners interested, and who share in this arrangement.

It is my belief that this arrangement is highly advantageous to the owners affected. If this proposition is not satisfactory it will be necessary to institute suit in condemnation to acquire the necessary right-of-way, in which event of course the owners of the land would not be afforded the facilities or privilege of using water for silting purposes. It is not thought that the compensation which would be allowed by the appraisers would be anything like sufficient to bear the cost of filling in the remaining land of the owners.

It is necessary that some kind of arrangement be made for the right-of-way at an early date in order that the structures may be ready by the commencement of the ensuing irrigation season, and for this reason I should appreciate it if you will take the matter up with the interested parties and ascertain whether or not the arrangement proposed meets with their approval.

Very truly yours,

District Counsel.

14a

El Paso, Texas, January 21, 1915.

Mr. Douglas C. Crowell,
City.

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Very truly yours,

District Counsel.