

31115, W. I. AND H. Y.

WARRANTY DEED

065

FRANKLIN DRAIN

Ys1 50-4

0023-0078-0024-00

20-(24)

506 7,1910

786

Book 358 PAGE 318

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, <sup>and</sup> W. Y. Ellis <sup>both</sup> H. Y. Ellis, ~~and Frederico Apedaca~~, married men,

of the County of El Paso, State of Texas, in consideration of the sum of Two Hundred Forty-One and 50/100 (\$241.50) DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act of Congress of June 17, 1908 (35 Stat. 588), and acts amendatory thereof and supplemental thereto, the receipt of which is hereby acknowledged ha ve Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America

of the County of and of, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land approximately one mile south of the town of Yuleta, Texas, in the east half of the northeast quarter of section two (2), township thirty-two (32) north, range six (6) east, United States Reclamation Service survey, being also in Surveys Nos. two (2), three (3), and four (4) of said town, and more particularly described as follows:  
Beginning at a concrete post, said post being at the point which is the north-west corner of land owned by the Grantors herein and the north-west corner of land of G. Lark, and from which point the north-west corner of said G. Lark's land bears north 54°07' east 818.1 feet; thence along the east boundary of land of the Grantors herein south 11°00' east 587.0 feet to a point 1280.1 feet east 688.7 feet to a point which is the southeast corner of land of the Grantors herein and being also the southeast corner of said Survey No. 2, and from which point the northeast corner of said Survey No. 2 bears north 18°21' east 1697.6 feet; thence along the property line between land of the Grantors herein and G. W. Waterhouse, said property line being also the boundary between Surveys Nos. 4 and 5 of the Yuleta Grant, east 85.6 feet; thence north 15°02' west 688.5 feet; thence north 9°30' west 408.5 feet to the property line between land of the Grantors herein and said G. Lark; thence along said property line north 77°40' east 66.25 feet to the point of the beginning; said described tract of land containing two and twelve-hundredths (2.12) acres, more or less; said described tract of land not being homestead property;

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said

The United States of America, its

~~heirs and~~ assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, its

~~heirs and~~ assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands at El Paso, Texas this 1st day of June, A. D. ~~1920~~ 1920.

Witnesses at Request of Grantor

W Y Ellis

H Y Ellis

E E M---

U S documentary revenue stamp

50 cents affixed and cancelled.

THE STATE OF ~~TEXAS~~ <sup>California</sup>  
COUNTY OF ~~EL PASO~~ <sup>Los Angeles</sup>

A Notary Public } BEFORE ME, H C Berry  
Los Angeles California  
in and for El Paso, County, Texas, on this day personally appeared  
W Y Ellis

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 1st day of June A. D. 1920  
(SEAL) H C Berry  
My com exp Jan 14-24 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 by me 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 at she did not wish to retract it.~~

~~Given under my hand and seal of office, this~~ day of ~~\_\_\_\_\_~~ A. D. 1920

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 1st day of June, A. D. 1920 with its certificate of authentication, was filed for record in my office this 7th day of June A. D. 1920, at 10:08 o'clock A M. and duly recorded the 15th day of June A. D. 1920 at 8:20 o'clock A M. in the records of said County, in Volume 358 on pages 318.

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.

(SEAL) W D Greet  
Clerk, County Court.  
By Florence C Rock, Deputy.

TO

**WARRANTY DEED**

Single and Wife's Separate Acknowledgment

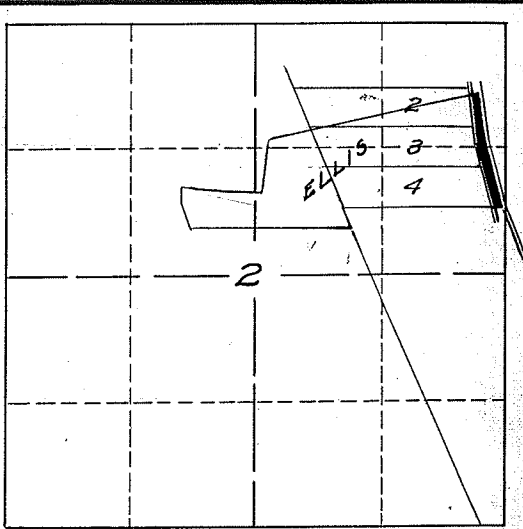
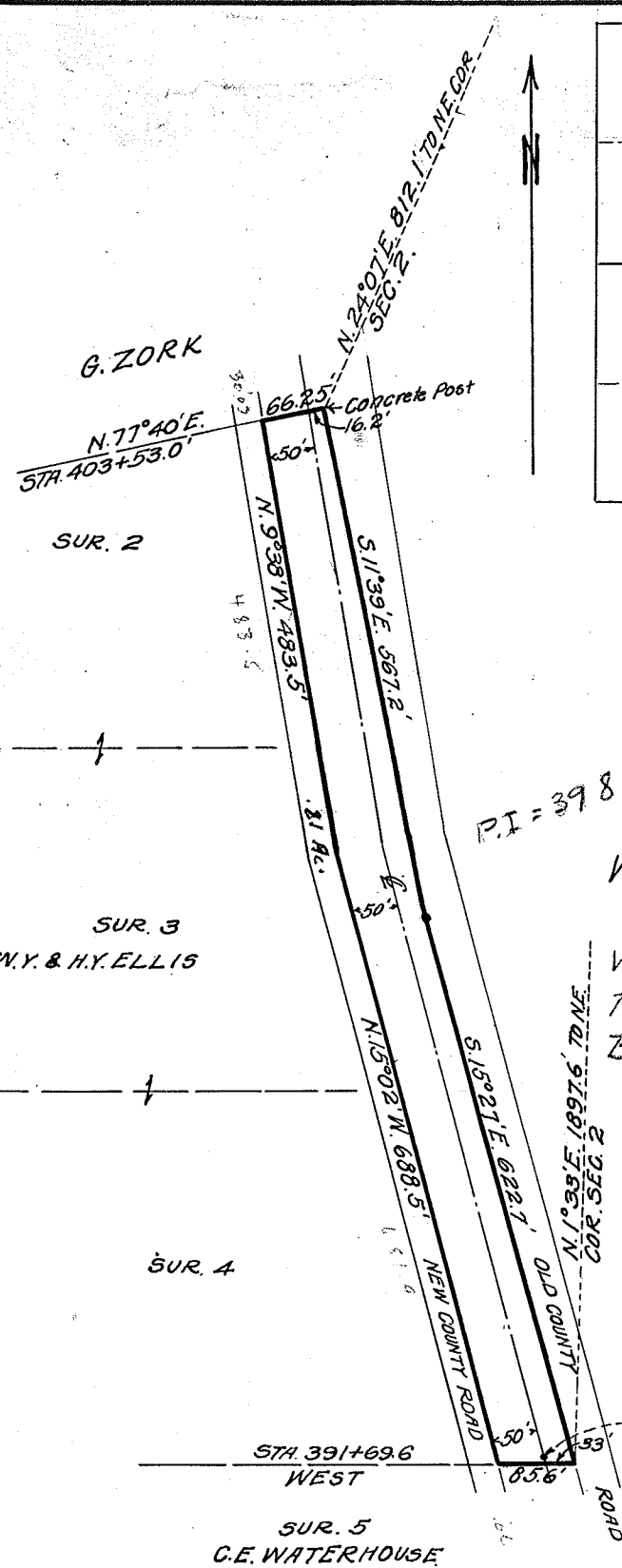
Filed for record 191

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Clerk, County Court, El Paso County, Tex.

By \_\_\_\_\_ Deputy.

ELLIS BROS. PRINTING CO., EL PASO



LOCATION PLAT  
SECTION 2, T. 32 S., R. 6 E., U.S.R.S.  
SURVEY AND SURVEYS 2, 3 & 4  
OF THE YSLETA GRANT, EL PASO  
COUNTY, TEXAS.

P.I. = 398 + 69.5  
R. OF W.  
W.Y. & H.Y. ELLIS  
2.12 ACRES  
WD. 6/1/20  
Recorded 6/15/20.  
Book 358 Pg 318

STA. 391+69.6  
WEST  
SUR. 5  
C.E. WATERHOUSE  
P.I. 391+74.5

SCALE 1" = 200'

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
RIO GRANDE PROJ. N.M. TEX.  
EL PASO VALLEY DRAINAGE  
FRANKLIN DRAIN, RIGHT OF WAY

DRAWN: A.D.D. RECOMMENDED: \_\_\_\_\_  
CHECKED: \_\_\_\_\_ APPROVED: \_\_\_\_\_

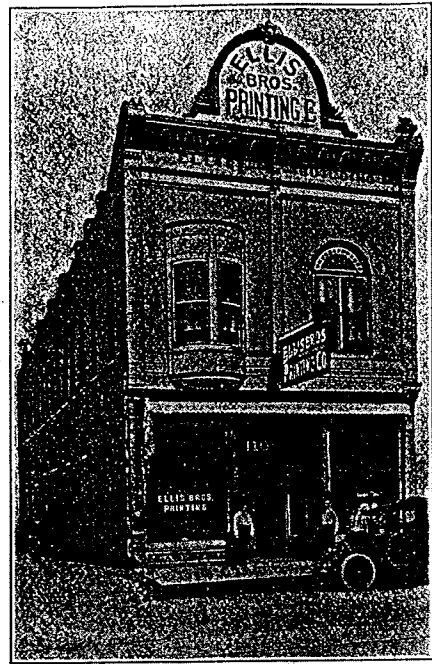
21 1253 L-53 EL PASO, TEX. JULY 19

ESTABLISHED 1897

**Ellis Bros.**

110 SOUTH

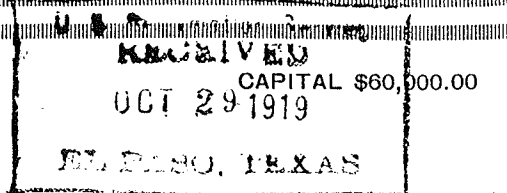
RUBBER  
STAMP MANUFACTURERS



**Printing Co.**

OREGON STREET

COMPLETE  
OFFICE OUTFITTERS



EL PASO, TEXAS,  
October 28, 1919.

United States Reclamation Service,  
Office of District Counsel,  
El Paso, Texas.

Gentlemen;

Replying to your letter of the 27th of  
October, will say that your understanding of this  
matter is correct. Frederico Apodaca's lease expires  
November 1st 1919 and he has gathered the crop which  
belongs to him and as you say his interest in the  
land is practically terminated. He has given us an  
order on you for all the money due him from you on  
account of loss to his crop occasioned by building  
of the drainage canal.

Furthermore, we will make good to you any  
damages or claims that might be set up by said Apodaca.

Trusting this will be clear, we remain,

Yours truly,

Witness.

J. J. Pickett  
110 So. Oregon St  
El Paso, Texas

W. Y. Ellis by H. Y. Ellis

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved on behalf of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: Provided, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording, and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation, and maintenance of reclamation works under

said act, the sum of -----

-----Two hundred forty-one and 50/100 (\$241.50)-----

-----dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until-----

-----NOV 12 1919-----notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until-----NOV 11 1919-----; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval by the Comptroller or Director and Chief Engineer of the Reclamation

Service, and shall terminate by limitation at the expiration of <sup>24</sup>-----months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. 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., 1109).

Approved May 27, 1910, by the Secretary of the Interior.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made this 12th day of November

nineteen hundred and ~~nineteen~~ <sup>nineteen</sup>, between W.Y.Ellis, H.Y.Ellis, and Frederico Apodaca

and ~~and~~ <sup>all</sup>, his wife, of El Paso

County, Texas, for themselves, their heirs, legal representatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

L. M. Lawson Project Manager

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),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land approximately one mile south of the town of Ysleta, El Paso County, Texas, in the east half of the northeast Quarter (SE 1/4) of Sec. 2, Township 32 South, Range 6 East, United States Reclamation Service Survey and being also in surveys Nos. 2, 3 and 4 of the Ysleta Grant and more particularly described as follows: Beginning at a concrete post, being the northeast corner of land of the Grantors herein and southeast corner of land of G. Zork, from which post the northeast corner of said Sec. 2, bears N. 24° 07' E., 612.1 feet; thence along the east boundary of land of the Grantors herein S. 11° 30' E., 567.2 feet and S. 15° 27' E., 622.7 feet to a point being the southeast corner of land of the Grantor herein and being also the southeast corner of said survey No. 4, from which point the northeast corner of said Sec. 2 bears N. 1° 33' E., 1897.6 feet; thence along the property line between land of the Grantors herein and C.E. Waterhouses, said property line being also the boundary between surveys nos. 4 and 5 of the Ysleta Grant, West 85.6 feet; thence N. 15° 02' W., 638.5 feet; thence N. 9° 38' W., 485.5 feet to the property line between land of the Grantors herein and said G. Zork; thence along said property line, N. 77° 40' E., 66.25 feet to the point of the beginning, said tract of land containing two and twelve hundredths (2.12) acres, more or less.

Correct as to Engineering Data A. D. D.



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

Witnesses: to mark of

Frederico Apodaca

C. F. Harvey  
El Paso, Tex.

of \_\_\_\_\_

M. E. Flournoy

El Paso, Tex.

of \_\_\_\_\_

of \_\_\_\_\_

W. Y. Ellis

H. Y. Ellis

Frederico X Apodaca

Vendor.

The United States of America,

L. M. Lawson.

By \_\_\_\_\_

Project Manager U. S. R. S.

of \_\_\_\_\_

STATE OF Texas

COUNTY OF El Paso

ss:

I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that H. Y. Ellis and Frederico Apodaca

who are personally known to me to be the persons whose names 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~~

~~separate and apart from \_\_\_\_\_ husband, and explained to \_\_\_\_\_ the contents of the foregoing instrument, and upon that examination \_\_\_\_\_ declare that \_\_\_\_\_ did~~

~~voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.~~

Given under my hand and official seal, this 12th day of November, 1919

Geo. W. Hoadley

[SEAL.]

Notary Public in and for  
El Paso County, Texas.

My commission expires June 1, 1921

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 191

Comptroller, U. S. R. S.



POSSESSORY CERTIFICATE.

Rio Grande project,  
El Paso, Texas, November 12, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States which is the subject of contract with W. Y. Ellis, H. Y. Ellis, and Frederico Apodaca, dated November 12, 1919, which land is in the east half of the north-east quarter sec. 2, T. 32 S., R. 6 E., United States Reclamation Service, El Paso County, Texas, and is to be acquired for the Rio Grande project, and that the said W. Y. Ellis and H. Y. Ellis were at the date of the making of the contract in actual, sole, and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the said last named parties was in possession of any part of it, all rights of strictly a possessory nature in the said Frederico Apodaca having expired on November 12, 1919. (See Item 3 of the Report on Land Agreement.)

GEO. W. HOADLEY

Field Assistant.

CERTIFICATE.

This is to certify as follows:

That the tax certificate appearing in title guaranty dated June 7, 1920, relating to land acquired from W. Y. Ellis and H. Y. Ellis, applies to the land, a portion of which has been acquired under contract with these parties, dated November 12, 1919. That as to taxes for the year 1920, which have not yet been assessed, decision by the Secretary of the Interior dated April 25, 1910 (D-11479) which is a letter to the Director of the Reclamation Service, holds that as to the United States which is a party exempt from taxation by State authority- "If property is acquired while the proceedings are in fieri by one exempt from taxation, the taxing proceeding is arrested and a tax though subsequently levied is not a lien effectual against the title"; and that as to the lease referred to in the title guaranty between the vendors and Julian T. Ruiz, this lease was entered into January 1, 1920, or subsequent to the date of the agreement to sell, and subsequent to the date of recordation of said agreement, and also subsequent to the time when the United States took possession of the land, and it is my opinion that no rights have been acquired under said lease which can be asserted adversely to the interests of the United States. No payment is being made to Frederico Apodaca, as Ellis brothers made settlement direct with him for damage to crop by drain and he directed in El Paso, Texas, writing that entire payment should go to Ellis Aug. 3, 1920. brothers.

P W DENT

District Counsel.

The enclosures accompany this land purchase are as follows:

Original agreement to sell dated November 12, 1919.

Warranty deed and 2 copies thereof with 2 blueprints.

Copy of letters from Chief Counsel to District Counsel dated April 11, 1918 and June 26, 1918.

Title guaranty.

Possessory Certificate.

Affidavit by landowner as to possession.

Extra copy of the above certificate.

(Reference is made to letter of March 26, 1920, from Director to Chief of Construction in regard to a land purchase J. W. Johnson, Rio Grande project.)

*See note in correspondence as to  
enclosure by Apodaca*

November 18, 1919.

Acting Chief of Construction,

Project Manager, El Paso, Texas.

Contract dated November 12, 1919, with W. Y. Ellis and  
others for purchase of right of way for Franklin Drain -  
Rio Grande Project.

1. This will acknowledge receipt of your form letter  
dated November 15, 1919, transmitting the contract through  
this office to the Director for approval.

2. The contract appears to be in proper form except  
that the jurat of the notary public covering the affidavit  
on the Returns Office copy of the contract does not appear  
to have been executed. Kindly have the jurat properly  
executed and return the contract promptly to this office.

--- -- CHAS. P. WILLIAMS

Encl.:

Returns Office copy  
of contract.

CC - D.O., El Paso, Texas. ✓

CFH:MEF

El Paso, Tex.  
Oct. 27, 1919.

Messrs. W. Y. Ellis and M. Y. Ellis,  
110 South Oregon St.  
El Paso, Tex.

Gentlemen:

Referring to the contract for the Franklin Drain right of way, we have our letter to you of August 2nd returned with a note at the bottom dated Sept. 2, 1919 over the signature (mark) Federico Apodaca to the effect that we are to pay to you the share of this purchase money which might otherwise go to this party. Our understanding is that Mr. Apodaca has a lease upon this property which is about to expire but that any substantial interest that he had in the land is now taken care of by reason of the fact that he has taken off his crops and has received his full share of the profits therefor and that he has no further interest in the land at this time. If this is the case, we would understand the note above referred to, to be to the effect that it is the complete waiver to any claim whatsoever to purchase money to be paid by the United States. If this is not the case, and in any event under the circumstances, we would like to have an expression from you to the effect that you assume all responsibility for making settlement direct with Mr. Apodaca for any claims which he may assert, arising out of this right of way purchase, and that you regard the payment of any money to be made by the United States as a full settlement for not only your interest in the land but any possible interests of Mr. Apodaca as well.

Upon receipt of your answer we will proceed to send the contract which you signed to our Washington office for approval.

Very truly yours,

C. F. Harvey

Asst. District Counsel.

El Paso, Texas, November 8, 1919.

From District Counsel

To Director and Chief Engineer, Washington.

Subject: Land purchase from W. Y. Ellis and H. Y. Ellis,  
Franklin drain - Rio Grande project.

1. In connection with a proposed land purchase for Franklin drain right of way, we desire to secure an abstract of title already made for this land and formerly sent with voucher and other supporting papers concerning right of way purchase for the San Elizario feeder canal. This former purchase was under a contract with same parties dated September 22, 1915, and carried a money payment of \$100 upon S. E. Hedden voucher No. 208, fiscal year 1916. Will you kind<sup>ly</sup> secure this abstract of title from the Auditor's files and forward it to this office, it to be later returned with the papers in the present land purchase as soon as the same is completed.

P W DENT CFH

Copy to C. C. Denver.  
P. M. El Paso.

C O P Y

El Paso, Texas, Aug. 2, 1919.

Ellis Brothers,  
110 South Oregon St.,  
El Paso, Texas.

Gentlemen:

Enclosed herewith for your signature an agreement to sell for 2.12 acres and a quit claim deed for 0.81 acre of your land taken for the construction of the Franklin Drain.

At the meeting of the Board of Directors of the El Paso Valley Water Users' Association they agreed to allow you as follows:

For the 2.93 acres, at \$50.00 per acre,	\$146.50
" " stand alfalfa	50.00
" " chili and corn	45.00
	<hr/>
	\$241.50

As out of this amount your tenant has coming to him his share of the damages to the chile, corn and alfalfa, it will be necessary that he also sign.

Yours very truly,

U. S. RECLAMATION SERVICE,

By (signed) L. M. Lawson

Sept. 2, 1919.

Reclamation Service:

Please pay my part of the above amount to the Ellis Brothers.

Witness: John P. Ronan.

Fredrico X Apodaca  
mark

*Orig. taken by C.P. F. Ag. & accompany his records*

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement dated November 12, 1919 with W. Y. Ellis and H. Y. Ellis and Frederico Apodaca <sup>is</sup> ~~are~~ required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388) namely as right of way for the Franklin Drain, a part of the Rio Grande project; that the consideration to be paid thereunder \$241.50 is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson.

---

Project Manager.

El Paso, Tex.

Nov. 12, 1919.





May 25, 1920.

C O P Y

Mr. Frederico Apadaco,  
Ysleta, Texas.

Dear Sir;

We have word from the U. S. Reclamation Service that it will be necessary for you to sign the deed with us before we can secure the money for the damage done crop while you were on our place at Ysleta.

Please call and see us about this or advise where we may see you.

Thanking you, we are,

Yours very truly,

W. Y. ELLIS  
H. Y. ELLIS

BY

*Phoned by Ellis  
5/26-20 that it  
would be necessary  
for Apadaco to  
sign in deed  
of the deed.*

**Inclosures:**

- Original and <sup>4</sup> copies of form letter of transmittal.
- Original and <sup>3</sup> copies of contract
- 1 Engr's Cert.
- " 1 Copy Rept. on Land Agreement.
- 2 Blueprints.

Remarks:

**INSTRUCTIONS.**

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.
2. The office in which the contract originates will transmit *two (2) copies* of this form *in excess* of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.
3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.
4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, *giving dates*, stating whether a telegram or letter, and from and to whom.
5. The office in which this contract originates should list all inclosures in the space above.
6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.
7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

Form 7-5231  
Revised June 1919  
DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
Rio Grande Project  
El Paso, Tex.  
NOV 17 1919

Project Manager to Chief of Construction, thru District Counsel.  
execution

Subject: Forwarding for approval contract dated Nov. 12, 1919.

With W.Y. Ellis, H.Y. Ellis and Frederico Apodaca

Estimated amount involved, \$241.50 Authority No. 63-04  
Accompanied by bond and 2 copies of Clearing Acct.

(Insert "Yes" or "No" bond) No bond

Purpose: Purchase of right of way of 2.12 acres for Franklin Drain.

Advise Project Manager at El Paso, Tex.  
(Post office and State)  
District Counsel at El Paso, Tex.  
(Post office and State)  
and Chief of Construction, Denver, Colorado.  
execution  
of the approval of the above, using extra copy hereof.  
Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 205, Vol. 1 of Manual.

L. M. Lawson  
(Signature)

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

Denver, Colo. December 5, 1919.

Chief of Construction to Director:  
It is recommended that the above described contract be  
~~executed~~  
approved and bond if any approved.  
Inclosures:

- Orig. & 3 copies of form letter, contract.
- 1 Blueprint, 21 1253L53, July 1919.
- Orig. certificate of necessity.
- " report on land agreement.

F. E. Weymouth,  
(Signature)

executed Washington, D.C. DEC 19 1919  
Contract approved and bond, if any, ~~approved~~ by

on DEC 19 1919  
Original enclosed for record  
AND FURTHER APPROPRIATE ACTION DEC-9 '19 5352  
Assistant to the Director

## INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1917 edition, pages 260-263.

1. As soon as possible after it has been ascertained that the property will be required, the project manager should forward to the director, through the chief of construction, the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the returns office and the other for the director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 15-16, pp. 354-355.)

2. When the agreement has been approved, the original will be returned to the project manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith, and also the record of the conveyance made in pursuance of said agreement; also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries, it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 25 of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of \* \* \* dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the project manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the project manager should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

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.

All cultivated. No buildings.

2.12 acres at \$75 per acre for land only	\$159.00
1.68 acres (included in the 2.12 acres) in stand of alfalfa - for stand of alfalfa only (lump sum)	50.00
.44 acre (included in the 2.12 acres) in chile and corn (lump sum)	32.50
Total amount of contract	<u>\$241.50</u>

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.

All irrigable under usual water rights upon Rio Grande project.

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

\$150 to \$200 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.

Construction of the Franklin drain will be of general benefit to the lands in its neighborhood.

Dated November 12, 1919

191

(Signature) GEO W HOADLEY

(Title) Field Assistant.

*In Charge of Negotiations.*

Approved: L M LAWSON

*Project Manager.*

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **November 12** 19 **19**, with  
**W. Y. Ellis, H. Y. Ellis, and Frederico Apodaca**

for the purchase of land required for **Franklin drain**  
purposes, **Rio Grande** Project, **El Paso**  
County, **Texas.**

1. State description and *approximate area* of land to be conveyed. **2.12 acres in E $\frac{1}{2}$  NE $\frac{1}{4}$   
sec. 2, T. 32 S., R. 6 E., U.S.R.S. Survey, El Paso County, Texas.**

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.

**Is Texas land - no United States public land in this State. Is a portion of the Ysleta Grant - one of the old Spanish grants.**

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.

**W. Y. Ellis and H. Y. Ellis, both married, record owners. W. Y. Ellis, wife of the former is Lillie E. Ellis and of the latter, Byweda F. Ellis. Frederico Apodaca had an interest in the improvements on the land by reason of a cropping arrangement between him and the owners, and was therefore joined in the agreement to sell. This interest carried no possessory rights in him at the date of the agreement. All parties of El Paso, Texas. The land is not as to any of the parties homestead property.**

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, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

**Owners are now in possession. See above as to interest of Frederico Apodaca.**

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

**Subject to right of way by reason of stock-subscription contract between owners and water users' association (now Irrigation District).**



EL PASO  
TEXAS

May 11, 1920.

U. S. Reclamation Service,  
El Paso, Texas.

Attention P. W. Dent, District Counsel,  
Dear Sir;

I have your favor of the 10th addressed to W.Y.  
Ellis. W. Y. Ellis is in California with his family.

I note that you have the name of Frederico Apodaca  
in this blank and that you ask that he sign same. Will  
say that Apodaca had a lease on this ranch during the  
year 1919 but had no proprietary interest therein. He was  
interested only in the crop and the damage he sustained  
by reason of the fact that the drainage canal was run  
across our place was ascertained in dollars and cents  
which amount we paid to said Frederico Apadoca and hold  
his release and assignment interest on that account.

It was agreed between our selves and your represent-  
ative that Mr. Appadaca should be eliminated from the case  
and we wish to ask that this agreement be carried out.

Apodaca's whereabouts are unknown to us and we believe  
it would be impossible to locate him. Kindly give this  
matter your consideration and change this proposed deed  
accordingly.

Will it be necessary that the wives ~~to~~ sign this  
instrument also.

Awaiting your reply, I am,

Very respectfully yours,

*W. Y. Ellis*



CFH-1

El Paso, Texas,  
June 8, 1920.

From District Counsel  
To Director, Washington, D. C.  
Subject: Abstract of title land purchase from W. Y. Ellis  
and H. Y. Ellis - Rio Grande Project.

1. Reference is had to letter of November 18,  
1919, from the Chief Accountant to District Counsel.

2. El Paso Title Company's abstract No. 19870, is  
returned herewith, it having served the necessary purpose  
in connection with the recent land purchase. The abstract  
should be filed with S. E. Heddon, Voucher No. 208, Fiscal  
Year 1916. There are attached to the abstract an affidavit  
by E. Meye and a plat, these papers having accompanied the  
abstract when it was sent to this office.

- - -

CC- C.E.  
P.M.

P W DENT

El Paso, Texas,  
June 8, 1920.

Mr. H. Y. Ellis,  
c/o Ellis Bros. Printing Co.  
110 S. Oregon St.  
El Paso, Texas.

Dear Sir:

Yesterday we received title certificate for the Franklin Drain right of way, and your warranty deed was placed on record in the County office. As soon as the county officials return the deed we will voucher the account and make payment.

We have not yet received the affidavit as to possession which was forwarded with our letter of the 4th inst. This affidavit will be necessary before we can complete the transaction.

The title guaranty which we have received, has been made subject to any rights existing in favor of Julian T. Ruiz under a lease which had been made and filed in Book 346, page 468. We have not the details of this lease at hand and wish you would kindly explain what the arrangements were. Evidently no release has been filed by lessee. If the lease was for a short period of time that has expired or for certain performance which has been accomplished, kindly advise as to such facts.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas, June 4, 1920.

Mr. H. Y. Ellis,  
Care Ellis Bros. Printing Co.,  
El Paso, Texas.

Dear Sir:

We are in receipt of the executed warranty deed, left at the office during the writer's absence. The deed is in satisfactory form and it has been transmitted to the Pioneer title people, with request that issuance of title certificate be facilitated as much as possible.

It will be necessary for you to execute the attached affidavit as to possession. This is a requisite of our Department, and a formality precedent to final settlement. Kind return the affidavit as soon as possible. Notary public in our office will be glad to take your affidavit without charge.

Thanking you for this and other favors,

Very truly yours,

F. W. BENT

District Counsel.

incl.

El Paso, Texas, June 4, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated June 1, 1920, running from W. Y. Ellis and H. Y. Ellis, to the United States.

Very truly yours,

F W DENT

District Counsel.

incl.

El Paso, Texas, June 1, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is warranty deed dated June 1, 1920, running from W. Y. Ellis and H. Y. Ellis to the United States, together with letter of transmittal to the county clerk.

We trust the title in the United States is now satisfactory and that title certificate may issue.

Very truly yours,

F. V. DENT

District Counsel.

incls.

CFH-f

El Paso, Texas,  
May 12, 1920.

Mr. H. Y. Ellis,  
Ellis Bros. Printing Co.,  
El Paso, Texas.

Dear Sir:

Your letter of May 11th at hand.

It is best to have Frederico Apodaca sign the deed if you can possibly locate him. This party was joined in the contract to sell and it would mean no small amount of explanation in order to consummate the transaction by leaving him out of the deed. We believe that in line with other experiences of a similar nature proper inquiry will locate Mr. Apodaca and that it will not prove unusually difficult to get him to sign the deed. We do not doubt that he has no present interest in the land itself but he did have a lease, and the contract must necessarily relate to conditions as they existed at the time the matter was initiated; that is, as far as the Government is concerned. Any matters between yourself and Apodaca can be arranged in any manner you see fit and this, of course, is of no concern to the Government.

We regret that you are put to inconvenience in this matter but see no other way around it than as suggested above.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas,  
May 10, 1920.

Mr. W. Y. Ellis,  
Ellis Printing Co.  
El Paso, Texas.

Dear Sir:

The Pioneer Company has finally made examination of the land to be acquired by the Government for Franklin drain right of way and title certificate can issue as soon as the inclosed warranty deed is executed and recorded. Please have H. Y. Ellis and Frederico Apodaca also execute and return the instrument to this office, when we will see that it is recorded.

United States documentary revenue stamp for 50¢ will be required, which it is customary for the grantors to furnish and which please do not overlook.

We trust that your taxes are paid upon this land, as if they are not it will cause considerable more delay, for the taxes and any other possible liens must be cleared before the Government can make final settlement.

Very truly yours,

P W DENT

District Counsel.



El Paso, Texas, December 27, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith are application for title certificate, abstract of title, and blueprint concerning 2.12 acres of land that W. Y. and H. Y. Ellis have agreed to convey to the United States, in contract with these parties dated November 12, 1919, which we are to-day sending for record.

The abstract submitted was formerly examined by this Department and title found good, and since the date of the conveyance completing the last purchase of land by the United States we find no entries of record adversely affecting this title.

Very truly yours,

C F HARVEY

Asst. District Counsel.

3 incls.

El Paso, Texas, December 24, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated November 12, 1919, between W.Y. and H. Y. Ellis and the United States.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

Transmitting Abstract of Title-Land purchase W.Y. and H. Y. Ellis.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.      November 18, 1919.

From      Chief Accountant

To      District Counsel, El Paso, Texas.

Subject: Abstract of Title land purchase Rio Grande Project- W.Y. and H.Y. Ellis.

1.      Enclosed herewith is Abstract of Title in connection with proposed land purchase for Franklin drain right of way as per your request in letter dated November 8, 1919, abstract to be returned to Auditor with papers in present land purchase when same is completed, with W.Y. and H.Y. Ellis.

  
Chief Accountant.

Encls:

Abstract of Title which formerly accompanied  
voucher No. 208, S.E. Hedden, S.F.A., F.Y. 1916.

State of Texas, County of El Paso:

Before me, the undersigned authority, on this day personally came and appeared H. Y. Ellis, to me well known, and who, being by me first duly sworn, did depose and say:

That he is over 21 years of age; that his post-office address is El Paso, Texas; that he, together with his brother, W. Y. Ellis, has held actual, exclusive, continuous, and hostile possession of a certain tract of land containing 2.12 acres, more fully described in an agreement to sell dated November 12, 1919, between himself and the said W. Y. Ellis and the United States, recorded in Book 342, page 383, records of El Paso County, Texas, said possession having continued for a period of seven years including and next preceding the date of said agreement to sell, and that during all of said period of time no other person has held or asserted any possessory rights to said land adverse to him or the said W. Y. Ellis.

(sgd.) H. Y. Ellis  
of June, A. D. 1920.

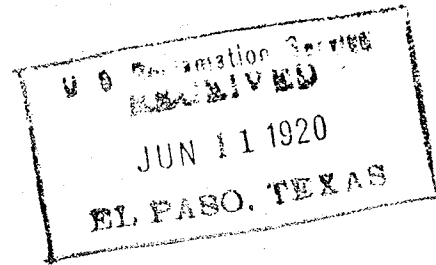
Subscribed and sworn to before me this 7 day

(sgd.) Chas. B. Stevens

Notary Public In and For  
El Paso County, Texas.

(SEAL)

My com. exp.  
June 1, 1921



June 10th  
1920

U. S. Reclamation Service,  
El Paso, Texas.

Gentlemen;

The lease you refer to in your letter of June 8th between Julian G. Ruiz and ourselves is now in effect having begun on January 1, 1920. The transaction between ourselves and the U.S.R.S. arose in the year 1919 and Mr. Ruiz had nothing whatever to do with it, as his lease started after the drainage canal was built.

We trust this statement covers the point raised, but if not kindly let us know.

Yours very truly,

W. Y. ELLIS  
H. Y. ELLIS

BY

A handwritten signature in cursive script, appearing to read 'H. Y. Ellis', is written over the printed name 'H. Y. ELLIS'.

El Paso, Texas, August 12, 1920.

Messrs. W. Y. Ellis and H. Y. Ellis,  
Care Ellis Bros.,  
El Paso, Texas.

Gentlemen:

We regret to state that the voucher, signed for land purchase for the Franklin drain, in your names by one party as a member of firm, will not meet the requirements of our Department in this case. While this method of binding partners in ordinary mercantile transactions is legally sufficient, the rule is different in land transactions. It is our recollection, also, that this land was granted merely to both parties named as individuals, and, while there may be ample evidence that the present status of the land is that of partnership property, we think it best to regard the record title and consider the land as a joint holding--probably one by tenants in common. In view of these facts, it is requested that the voucher, another copy of which is inclosed, be signed by yourselves each in his individual capacity.

We assure you that this procedure will prove to be the means of hastening payment and that if the voucher were submitted in any other form such course would merely provoke further delay.

Very truly yours,  
P. DENT  
DISTRICT Counsel.

Incl.

The State of Texas, County of El Paso.

Before me, Chas B Stevens, a notary public in and for El Paso County, Texas, on this day personally appeared H Y Ellis, 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 June, A. D. 1920.

(SEAL)

CHAS B STEVENS  
Notary Public El Paso County Texas.