THE STATE OF TEXAS :

COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

That, Elizabeth Goodin Hardie and Robert Hardie, her husband, of the County of El Paso, State of Texas, in consideration of the sum of Two hundred thirty-nine and 65/100 (\$239.65) Dollars, to them in hand paid by the United States of America, pursuant to the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell, and Convey unto the said The United States of America, 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:

1

A tract of land approximately 12 miles Earth of the town of San Elizario. Texas, in the North half of the southeast quarter of Section twenty-nine (29). Founship thirty-two (32) South, Range Seven (7) East. United States Heclamation Service Survey, being a portion of Survey So. 26 of the "Vineyerd Tract" lying next to the County East and more particularly described as follows:

Beginning at the southeast corner of the tract herein, which is a point on the property line between the granter herein and George Pendell (the Eujen Tract), from which point the southeast corner of said Section twenty-nine (29) bears South 32°55' East, one thousand nine hundred sixty-four and three tenths feet (1,964.3); running thence South 71°40' Best, ninety-six and two tenths (96.2) feet along the property line between granter herein and George Pendell; thence North 27°13' West, eight hundred thirty-seven (837.0) feet along the northeast boundary of the County Road; thence North 62°47' East, ninety-five (95.0) feet along the property line between the granter herein and Juana C. Gamiochipi; thence South 27°13' East, eight hundred fifty-one and eight tenths (851.8) feet to the point of beginning; said tract of land containing one and eighty-four hundredths (1.84) acres, more or less;

ALSO, a tract of land in the east half of said Section twenty-nine (29), being portions of Surveys No's. 10, 11 and 12 of the "Vineyard Tract" and lying next to the County Road and more particularly described as follows:

Beginning at the southeast corner of the lend herein, which is a point on the property line between the grantor end George Pendell (the Lujan Tract) from which point the southwest

THE STATE OF TEXAS,	
COUNTY OF EL PASO. BEFORE ME, Geo. W. Hosdley, A Hotary	-100
Public in and for El Paso, County, Texas, on this day personally appeared	
Robert Bardle	
known to me to be the person	l
to me thathe executed the same for the purposes and consideration therein expressed.	
Given under my hand and sedl of office this	
(SEAL) Notary Public in and for ElPaso County	7 •
THE STATE OF TEXAS,	
COUNTY OF EL PASO. BEFORE ME, Geo. E. Hondley, A Motery Public	
in and for El Paso, County, Texas, on this day personally appeared Elizabeth Goodin Hardie wife of Robert Hardia	!
The first of the second of the	
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	
Blisabeth Goodin Fardieacknowledged such instrument to be her act and deed	46
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 7th day of February A. D. 1919 My commission expires: Geo. W. Hoadley	•
June 1st, 1919. Notery Public in end for Bl Page Coun	ty
(SEAL)	- ()
THE STATE OF TEXAS, COUNTY OF EL PASO. I, D Greet Clerk of the County Court	
of said County do hereby certify that the above instrument of writing, dated on the	
day of, A. D. 191 with its certificate of authentication, was filed for record in my	,
office this 8 day of Feb A. D. 191 9, at 4:50 o'clock P.M. and duly recorded	
the 12 day of A. D. 1919 at 2:53 o'clock A. M. in the records of	f
said County, in Volume 225 on pages 362.	
Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day	μ.
and year last above written.	April 1
Clerk, County Court.	
By Deputy.	
Acknowledgmen Igr Deputy. Deputy.	
EE Knowledgm (I.) Lor. Lor. Lor. Lor. Lor.	
M. Cckno	1,96
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		\$ 100 miles	
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Granted, Sold and Conveyed, and			
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CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement dated December 19, 1918, with Elizabeth Goodin Hardie and Robert Hardie, is 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, \$239.65, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L.M. LAWSON

El Paso, Texas,

Project Manager.

December 19, 1918.

POSSESSORY CERTIFICATE

Rio Grande Project. El Paso, Texas, December 19, 1918.

I, Geo. W. Hoadley, Field Assistant, United

States Reclamation Service, certify that I have personally two tracts of examined the/land sought to be acquired by the United States from Elizabeth Goodin Hardie and Robert Hardie, in the north half of the southeast quarter of section 29, township 32 south, range 7 east, and the east half of said section 29, containing 1.84 and 1.77 acres, respectively, in El Paso County, Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the vendor is in possession of any part of it.

Geo. W. Hoa dley
Field Assistant.

GTH : UHK

El Paso, Texas, Besember 2, 1916.

Mrs. E. G. Hardie,

Ysleta, Texas.

Dear Madam:

Enclosed find Agreement to Sell for the land required by the United States for the construction of the Franklin Drainage Canal where same goes through your land.

This land has been appraised by a representative of the El Pase Water Users' Association and of the Reclamation Service, and the United States will allow you for same as follows:

1.84	A.	in	Tract	#26	@ \$65	\$119.60
.97	A.	et.	#1	#10	and #11 @ \$65	63.05
.11	A.	*	**	#11	(in alfalfa) @ \$100	11.00
.23	A.	**	**	#11	(old river bed) @ \$50	11.50
.46	A.	**	**	#11	and #12 @ \$75	34.50
3.61	A.					\$239.65

The United States to reconstruct your present laterals and boxes, reset your fences and construct a bridge on the line between you and Mrs. Juna Cameochippi (tracts #25 and #26).

Very truly yours.

U. S. RECLAMATION SERVICE

By L. M. LAWSON

Project Manager.

Enc .

2

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—

2.31 acres @ \$65.00 - \$182.65 - grain - poor land
.11 " "100.00 - 11.00 - in alfalfa
.23 " "50.00 - 11.50 - old river bed
.46 " "75.00 - 34.50 - grain
\$239.65

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 capable of irrigation under Rio Grande Project

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

\$100.00 to \$150.00 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.

Drain will be of general benefit to the community

The above is a correct statement of the information procured.

Dated

December 19th

1918

Signature) GMO . W. HOADLEY

Field Assistant

In Charge of Negotiations.

Approved:

L.M. LAWSON

Project Manager.

---4803

Form 7-281.

Approved by the Secretary of the Interior January 15, 1910.

Revised 12-15.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made December 19.

1918, with

Elizabeth Goodin Hardie and Robert Hardie

for the purchase of land required for El Paso Valley Franklin Drain

purposes,

Rio Grande

Project, El Paso

County, Texas

1. State description and approximate area of land to be conveyed two tracts of 1.84 and 1.77. respectively in North 2 of the SE2 of Section 29 Township 32 South Range 7 East & East 2 of said Section 29 ElPaso 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.

Landais in El Paso County, Texas - No U.S. Rublic land in this state

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.

Elizabeth Goodin Hardie and Robert Hardie, husband and wife, Box 44. Ysleta, Texas.

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 - no leases

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

Land is subject to right of way by virtus of stock-subscription contract between landowners and water users' Association.

Beginning at the southeast corner of the land herein which is a point on the property line between the vendor and George Pendell (the Lujan tract) from which point the southwest corner of the tract of land just described herein bears north 71°40' east, thirty and four tenths (30.4) feet: running thence south 71°40' west, thirtyand four tenths (30.4) feet along the last mentioned property line: thence north 27°13' west, two thousand five hundred and sixtyOnine and eight tenths (2569.8) feet to the northwest corner of the tract herein from which the southwest corner of said section 29 bears south 35°31' west, four thousand seven hundred and fifty-two and eight tenths (4752.8) feet; thence north 62°47' east. thirty (30) feet along the property line between the vendor and a tract owned jointly by Suarez, Zaila and Mercedes, thence south 27°13' east, two thousand five hundred seventy-four and four tenths (2574.4) feet, along the southwest boundary of the County Road to the point of beginning; said tract of land containing one and seventy-seven hundredths (1.77) acres, more or less.

The vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent. in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage. commission, or percentage upon the amount receivable by him hereunder: and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or sopposed to have been rendered, in the procurement He further agrees that any breach of this of this contract. warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use, from any sums due or to become due thereunder. an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

Page #4.

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

		Elizabeth Goodin Hardie
of		Robert Hardie
		Vendor.
of		
		L.M.LAWSON
		For and on behalf of the United States.
TATE OF	TEXAS	
OHNTY OF	EL PASO	ss:
OUNIT OF	GEO. W. HOADBEY	NOTARY PUBLIC
vhoar	going instrument, appeared before	the person S whose name S are subscribed me this day in person and acknowledged that
vhoar	epersonally known to me to be	the person whose name s are subscribed me this day in person and acknowledged that
o the foregoing the uses I furthe	ed, and delivered said instrument of w and purposes therein set forth.	the person whose name s are subscribed me this day in person and acknowledged that
igned, sealed or the uses I further the parate and the pregoing ir the oluntarily of wish to	they and delivered said instrument of w and purposes therein set forth. apart from her husband astrument, and upon that examinati sign, seal, and acknowledge the san retract the same.	the person subscribed me this day in person and acknowledged that their free and voluntary act, Elizabeth Goodin Hardie , and explained to her the contents of the on she declared that she did me without any coercion or compulsion, and do
igned, sealed or the uses I further the parate and the pregoing ir the oluntarily of wish to	they and delivered said instrument of w and purposes therein set forth. apart from her husband astrument, and upon that examinati sign, seal, and acknowledge the san retract the same.	the person some whose name some subscribed me this day in person and acknowledged that their free and voluntary act, Elizabeth Goodin Hardie , and explained to her the contents of the on she declared that she did ne without any coercion or compulsion, and do
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gned, sealed or the uses I further eparate and oregoing ir oluntarily of wish to	they and delivered said instrument of wand purposes therein set forth. apart from husband strument, and upon that examinating sign, seal, and acknowledge the same retract the same.	the person some whose name some subscribed me this day in person and acknowledged that their free and voluntary act, Elizabeth Goodin Hardie , and explained to her the contents of the on she declared that she did ne without any coercion or compulsion, and do

- 2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director 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

-iwo hundred thirty nine and 65/100 (\$239.65) ----

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

6. Liens or incumbrances existing against said psemises 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 acreed that the ward or may retain possession of said premises until

herein provided, and may harvest and retain the crops thereon until 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 as above specified, and shall terminate by limitation at the expiration

- of 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).

THIS AGREEMENT, made December 19,
nineteen hundred and eighteen, between Robert Hardie
Elizabeth Goodin Hardie and Hardie Ysleta, El Paso
County, Texas them selves, them heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns because of the control of the control of them.
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 190 (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 (\$1.00) dollar, 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

El Paso the county of State of... A tract of land approximately 12 miles north of the town of San Elizario, Texas, in the north half of the southeast quarter of section twenty-nine (29), township thirty-two (32) south, range seven (7) east, United States Reclamation Service Survey, being a portion of survey No. 26 of the "Vineyard Tract" lying next to the County road and more particularly described as follows:

Beginning at the southeast corner of the tract herein which is a point on the property line between the vendor and George Pendell (the Lujan tract), from which point the southeast corner of said section twenty-nine (29) bears south 32°55' east, one thousand nine hundred sixty-four and three tenths (1964.3) feet; running thence south 71°40' west, ninety-six and two tenths (96.2) feet along the property line between grantor herein and George Pendell; thence north 27°13' west, eight hundred thirty-seven (837.0) feet along the northeast boundary of the county road; thence north 62°47' east, ninety-five (95.0) feet along the property line between the vendor and Juana C. Gamiochipi; thence south 27°13' east, eight hundred fifty-one and eight tenths (851.8) feet to the point of beginning. Said tract of land containing one and eighty-four hundred (1.84) acres, more or less;

Also a tract of land in the east half of said section twentynine (29), being portions of surveys No's. 10, 11 and 12 of the "Vineyard Tract" and lying next to the County Road and more partivularly described as follows:

Form 7-523t (June, 1918)

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

DEC 27 1918 El Pago, Texas, Project Manager to the Director and Chief Engineer (through Chief of Construction). Subject: Forwarding contract for approval. Agreement dated December 19. 1916. Rio Grande Project on behalf of U. S. Executed on beharror or s. by .. . Lowson . Project Kanager. were to distant distance of America Estimated amount involved. \$... Authority No. 65-m or clearing acct. Accompanied by bond and two copies.

(Strike out if no bond transmitted.) Purpose: furchase of right of way for Franklin Drain Inclosures listed on reverse. (See Par. 5.) Advise Chief of Construction, Denver, Colo., and Project Manager EL Paso. Texte District Counsel. a.t. and El Poso, Texas atof the approval of the above Incle. Orig. A 7 ocpies centract Orig. & 1 copy Dage's Cert. 基。以 基品市部の駅 Orig. A 1 oppy Rapt. on Land Agreement Project Manager. Grigo-d-1 cony dept. Busing of sparates? Two blueprinte Denver, Colo., , 19 It is recommended that the above-described contract be approved. Inodeffica:3 copies of form letter. & 2 copies of contract. R. P. Warning 1 blue rint. 1 orig. cert. of necessity. Chief of Construction. 1 orig. rept. on land agreement. 6-4533 JAN 23 1916 Washington, D. C., MORRIS BIEN, Contract (and bond, if any,) was approved by Assistant to the Director. on Mr. 88.016 Original enclosed for record and further appropriate action JAN 319 90951

El Paso, Texas, February 1, 1919.

Mrs. Elizabeth G. Hardie. Box 44, Ysleta, Texas.

Dear Madam:

Approval has been received for your contract in which you agreed to convey right of way for the Franklin Drain to the United States, and we are today calling upon the Stewart Title Guaranty Company for title guaranty for this transfer.

Transmitted herewith to be executed by yourself and Mr. Hardie, is warranty deed. It is necessary that this deed be executed and placed upon record before title guaranty can issue and, of course, before payment can be made to you. As soon as all the papers are in proper shape such payment will be made.

It is also necessary that we secure a possessory certificate showing the length of time which you have been in possession of the land, and a form for this purpose is enclosed, which please execute and return with the deed. You will note that we have left blank a space showing the number of years that you have been in possession and we ask that you fill in this space with such figure as will represent the time to which you can swear.

It is necessary that you affix an internal revenue stamp for 50ϕ to the deed, which is customary for the grantor to supply.

Yours very truly.

C.F. Harvey

Enc 2. Assistant District Counsel.

El Paso, Texas. February 1, 1919.

Stewart Title Guaranty Co., Two Republics Bldg., El Paso, Texas.

Gentlemen:

We desire title guaranty for two tracts of land owned by Elizabeth Goodin Hardie, one tract being for 1.84 acres in Survey No. 26, and the other for 1.77 acres in Surveys No's. 10, 11 and 12 of the "Vineyard Tract", in Section 29, Township 32 South, Range 7 East. The total consideration to be paid is \$139.65.

We are today calling upon this party, who will be joined by her husband, to execute warranty deed, which will at once be placed on record.

Yours very truly,

C.F. Harvey

Assistant District Counsel.

El Paso, Texas. Jan. 31, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is agreement to sell, dated December 19, 1918, running from Robert Hardie and Elizabeth G. Hardie to the United States of America.

Yours very truly,

C.F.HARVEY

Enc 1.

Assistant District Counsel.

AFFIDAVIT AS TO POSSESSION

STATE OF TEXAS : ss.
COUNTY OF EL PASO:
I, Elizabeth Goodin Hardie , do solemnly
swear that to my personal knowledge the land described in the
contract dated December 19, 1918, made be-
tween myself and the United States of America, which land is
located in No SE4 Sec. 29, T32S, R7E, containing 1.84 acres; also
in Es Sec. 29, T32S, R7E, containing 1.77 acres,
El Paso County, Texas, has been and is now held in actual, ex-
clusive, and continuous possession of myself and my predecessors
in title for a period ofyears immediately pre-
ceding and including the date of said contract, and that no per-
son has during any of this period held adverse possession of said
described land.
Elizabeth Goodin Hardie
Subscribed and sworn to before me at El Paso, Texas,
this 7th day of Pebruary , A.D., 19 19.
Geo Hoadley
Notary Public in and for El Paso
June 1st, 1919.

THIS IS TO CERTIFY That upon personal inquiry at the office of the County Tax Collector for El Paso County, made on February 7, 1919, I was informed that all taxes due and payable on land assessed to Elizabeth Goodin Hardie in Tract No. 26 of Vinyard Survey, El Paso County, Texas, were fully paid.

C F HARVEY

Clerk.

El Paso, Texas, February 7, 1919. El Paso, Texas, February 8, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

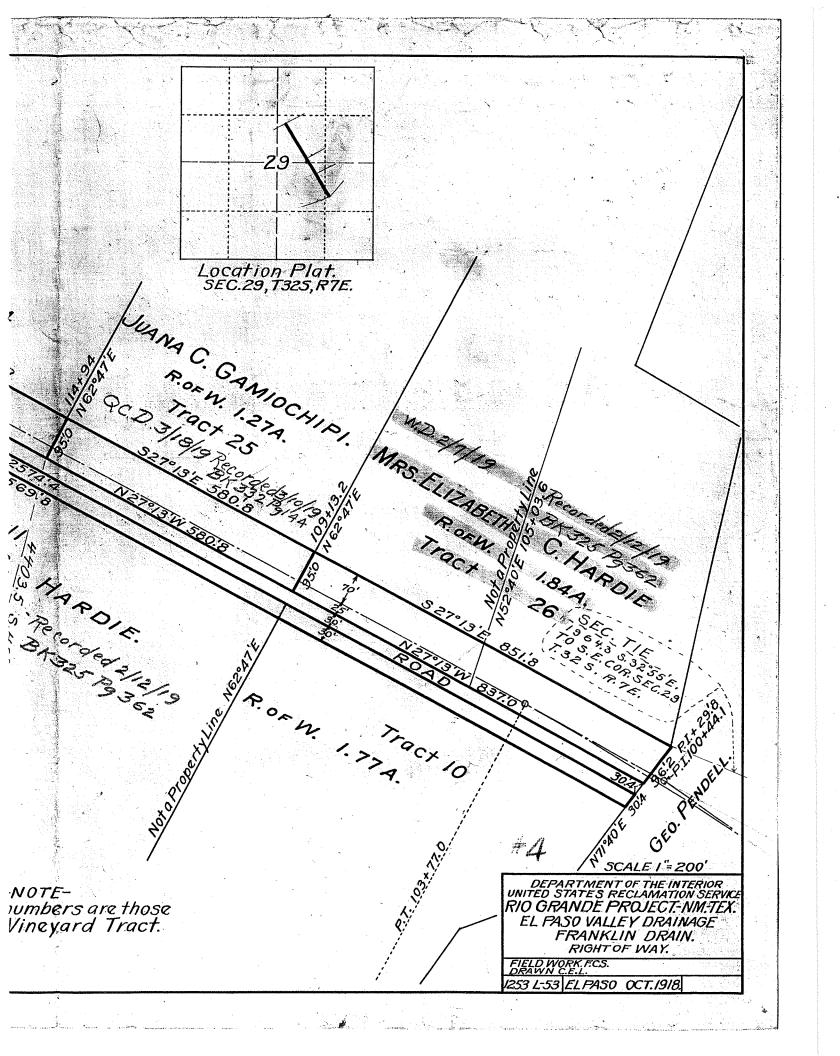
Transmitted herewith for official record is warranty deed dated February 7, 1919, running from Elizabeth Goodin Hardie and Robert Hardie to the United States of America.

Yours very truly,

P.W.DENT
By C.F.Hervey
District Counsel,

Enc 1.

Agreement to sell dated 12-19-18
Franklin Drain



MRS. A.T. COUGHIAN Norwood 7racx 23 N.D. 3/5/9 P.O.N. Suggest Laura Ton Merceors H000. 2.53A. Track 24 Tracx 12 752.8 S. 35 MAS LI RABETH C. 23.5 Recomb Ś ? COR SEC. 29 Tract numbers a of the Vineyard