0023-0082-0045-00

That We, C. H. Leavell and Mabel	THE SOCIETY MAKE	INSTIT STITE MITTE	*
	The second secon		
f the County of El Paso, State of Texas, in consider			
Two hundred thirty-s	even & 75/100 (\$237.751	DOLLARS,
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7 (A. 17) 2004		***************************************	
o us in hand paid by The United St			
of Congress approved June 17, 1902	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		*************
thereof and supplemental thereto -	the recei	pt of which is here	by acknowledged
ha. We Granted, Sold and Conveyed, and by			vey unto the said
The Unite	d States of Ame	rica,	
			<u></u>
of the County of and	and the man and the same and the same and the same and the first	O State Cash, Cash, Jake, Age, Age, Say, Jake, J	, all that certain
ract or parcel of land, lying in the County of El Pasc	and State of Texas	and more particula	arly described as
follows, to-wit: A tract of land situated	in the norther	est quarter o	the north-
west quarter of Section twenty-nine southwest quarter of Section twenty	(29) and South	least quarter thirty-bea	01 the (32) south
Range seven (7) east. United States	Reclamation Scientification	ervice survey	and in
tracts eighteen (18), nineteen (19) the Vineyard Tract and more particu	and Iwenty (2))), Block Two	(2) of Reginates
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the first the same of the second terms of the second of the same of the second of the			
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(29) bears North 89°01' west, two t (2,210.3) feet; thence South 62°47' property line between land of the 6	housand two hur west, ninety-: rentor herein o	dred ten and Live (95.0) for and sold Chas.	three tenths et along F. Zehn
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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, and its

Hereby bind curselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, and its

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

WITNESS our hand at El Baso, Texas this 21st day of

March , A. D. 191 9.

Witnesses at Request of Grantor Mabel W. Leavell.

C. H. Leavell.

WARRANTY DEED, Single and Wife's Separ	into Aalmondadamand Na 00	.	
Single and write's Separ-	ate Acknowledgment No. 38	For Sale by Ellis Bros. 1	Printing Co., El Paso
THE STATE OF TEXAS,			
COUNTY OF EL PASO.	<u>,</u>	W ALL MEN BY THE	SE PRESENTS:
That We, C. H. Leavell ar			
		* manatha otha all	
			,
of the County of El Paso, State of Tex	as, in consideration of the s	um of #	May the title title title title
Two hundred	thirty-seven & 75/	100 (\$237.75)	DOLLARS,
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of Congress approved June thereof and supplemental that We Granted, Sold and Convey	17, 1902 (32 Stat. thereto th	, 388) and acts are receipt of which is here	mendatory by acknowledged
	the United States of		
		<u></u>	
of the County of			
tract or parcel of land, lying in the Count			
west quarter of Section two southwest quarter of Section two southwest quarter of Section Range seven (7) east. Unite tracts eighteen (18), ninet the Vineyard Tract and more	enty-nine (29) and the twenty (20). Power of States Reclamation (20) and Persont	Southeast quarter nahip thirty byo on Service survey	of the (32) south, and in
	and the second s		
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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 February 5th.

1919, with

O. H. Leavell

for the purchase of land required for Pranklin Drain

purposes,

Rio Grande

Project,

Ml Paso

Texas County,

1. State description and approximate area of land to be conveyed with Sec. 29. SESSWE Sec. 20. T325, R7E, & in Tracts 18.19 & 20. Elock 2 Vineyard Tracts containing 3.17 acres, more or lese.

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 in El Paso County Texas-Ho U.S. Public lands in This State-Mexican Grant.

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.

C.H.Leavell-Two Republics Bldg., ElPaso, Tex. Mrs. Mabel W.Leavell (wife) " " " "

Not homesteed 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.

Owner-No lesses

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 virtue of stock subscription contract between land owner and water users' association - Grant of right of way not being invoked.

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.

Entire eres is cultivated - general character of land good.

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 Granda Project - Water rights in Salatral Ditch.

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

\$100.00 to \$125.00 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

February 5th

191 9

(Signature) Geo. W. Hoadley

(Title) Field Assistant.

In Charge of Negotiations

Approved:

L.M. LANSON

Project Manager.

6-48

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EMERBY CERTIFY That the land described in the agreement dated February 5th, 1919 with C.R. Mervell is required for purposes authorized by the Act of June 17, 1902 (32 State, 363), namely, as right of way for the Franklin Drain, a vari of the Ric Grants Project; that the quasideration to be paid thorounder, \$237-75, is reasonable and the lowest that could be obtained, and I recommend that the contract be supported.

L.E.LANGON

M. Bone, Caran,

Troject Beneger.

Tennery 5, 1935.

THIS AGREEMENT, made
nineteen hundred and
, hieraic, of
County, sels heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by
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 (\$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
the county of State of to wit:

A truck of land estudied in the northeast questor of the northwest quarter of Section twenty-nine (.6) and Coutheast quarter of the southeast quarter of feetien then we 1201, resecute this w- wo (32) South, Benga Seven (7) Sect. United States Reclamation Service survey. and In process significan (18), Theteen (19) and Twenty (20), Block Two (2) of the Vinyard Frant and more particularly described as follows: Ferinalize at a point on the evapority line hatroon level of the vender herein and Chas. S. Jahn, from which point the northwest corner of onle Section Twenty-wise (19) bears levels Up of the trousant two hundred ten and three tenths (C. Elia)) shot; thence south be 47' west, sincipality (95.0) feet slong property line between land of the vendor herein and said that a. That to a point on the east boundary of the right of way of county road, being the corner common to land of the vendor hereis and anie thes. I. that trance forth 27°13' cet. one thoround four hundres fifty-two (1,452.0) foot along usid boundary to the point of intersection of east and south soundaries of right of way of county roads, being the northwest corner of land of the ventor herein thence along said south boundary of right of way of soic county rost. Borth bray Woot, ninety-live (19.0) feat; thence worth 2701 - ant. one thousand four hundred fifty-two (1.45%.0) foot to the point of bogingingi enia trust of lam containing three and seventeen handred the (3.17) cores, more or less.

- 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

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 agreed that the vendor may retain possession of said premises until

- 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).

The vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to procure the cause to be obtained upon compensation in any way contingent, in whole or in part, upon ends procurement; and that he has not paid, or propised or egreed to pey, to any third person, in consideration of such procurement, or in compensation for services in commection therewith, any brokerage, commission, or percentage upon the emount receivable by him hereunder; and that he has not, in estimating the contract price Commanded by him, included any one by reason of any such brokerese, equalesion, or percentage; and that all moneys payable to his hereunder are free from obligation to any other person for persions rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this mercanty chall constitute adequate cause for the annulment of this contreat by the United States, and that the United States may reteln 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.

4.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written. Witnesses: C.E. Lecrell Vendor. L.M. LAWBOIL For and on behalf of the United States. TITLAS STATE OF... BL PASO COUNTY OF Notery Public Geo. W. Hoefloy C.H. Leavell in and for said county, in the State aforesaid, do hereby certify that... ...personally known to me to be the person.....whose name... to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed, and delivered said instruments for the uses and purposes therein set forth.

I further setting that a did examine the said......., and explained to the contents of the his Given under my hand and official seal, this day of , 191 GEO. W. Hoedley. [SEAL.] iptery Public. June 1,1919. My commission expires.... Approved

APPIDAVIT AS TO POSSESSION

	OF TEXAS	¥			
COUNT	TO BE PASO	1 68. :			No.
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El Paso, Texas, May 22, 1919.

Mr. C. H. Leavell, Two Republics Bldg., El Paso, Texas.

Dear Sir:

In connection with the land purchase for Franklin Drain, we have today received the title guaranty. We desire, however, a certificate of possession. A form for such certificate is enclosed herewith and if you can bring it to our offices in the Toltec Building we will be glad to take your affidavit so that there will be no notary fee.

This affidavit of possession is necessary because the title guaranty company do not guaranty against adverse possession. We have left blank the space showing the number of years you have been in possession and we ask that you state a period of ten years, if such is a fact, or if not, at least five years. You will note that this affidavit is as to your own possession and that of your predecessors in title, and we believe that from your knowledge of the land you will be able to swear to the required number of years.

Yours very truly,

Palent by CFE District Counsel.

Enc 1.

El Paso, Texas, April 16, 1919.

Mr. C. H. Leavell.
Two Republics Building,
El Paso, Texas.

Dear Sir:

In connection with getting out title guarantee for your land, the Stewart people, in your building, wish to use your abstract of title. Kindly deliver same to them, if you have an abstract. This will facilitate settlement, and the abstract will of course be promptly returned to you.

Very truly yours,

P W DENT CFH

District Counsel.

des people 4/16-19

El Paso, Texas. March 28, 1919.

County Clerk, El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated March 21, 1919, running from C. H. Leavell and wife to the United States of America.

Yours very truly,

Enc 1.

District Counsel.

Agreement dated Feb.5, 1919.
Franklin Drain.

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

OFFICE OF DISTRICT COUNSEL El Paso, Texas, March 24, 1919.

Mr. C. H. Leavell, Two Republics Bldg., El Paso, Texas.

Dear Sir:

Receipt is acknowledged of warranty deed signed by yourself and wife conveying right of way to the United States of America for the Franklin Drain.

Attention is called to the fact that no revenue stamp was placed upon this deed, as requested in our letter to you of March 7th. This deed will require a 50¢ revenue stamp before we can proceed further with the transaction. Kindly give this matter your early attention.

Yours very truly,

District Counsel.

Parden Overseght.

THIS IS TO CERTIFY That on March 21, 1919, I personally examined the tax records of El Paso County with reference to land granted to the United States by C. H. Leavell and wife by warranty deed dated March 21, 1919, and found that all taxes assessed and due on that date were paid up to date.

C F HARVEY

Assistant District Counsel.

El Paso, Texas, March 21, 1919. El Paso, Texas, Marhh 7, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

ment to sell dated February 5, 1919, between C. H. Leavell and the United States of America.

Yours very truly.

P.W.Dent By C.F.Harvey District Counsel.

Enc 1.

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g"

El Paso, Texas, March 7, 1919.

Stewart Title Guaranty Co. .

El Paso, Texas.

Gentlemen:

Please prepare title guaranty for 3.17 acres in the northeast quarter of the northwest quarter, Section 29, and the southeast quarter of the southwest quarter Section 20. Township 32 South, Range 7 East, being also in Tract 18. 19 and 20. Block 2. "Vineyard Tract". Blueprint is attached showing more particularly the location of this land. The consideration to be paid is \$237.75.

Warranty deed is today being sent to the Grantor and will be recorded upon its return.

Yours very truly.

C.F.Harvey

Enc 1.

Asst. District Counsel.

El Paso. Texas. March 7. 1919.

Mr. C. H. Leavell, Two Republics Bldg., El Paso, Texas.

Dear Sir:

Enclosed herewith is warranty deed covering the 3.17 acres described in your contract to sell right of way for the Franklin Drain. This deed is to be executed and returned to this office as soon as possible. When it is property executed and recorded title guaranty can issue, but not before. It is our understanding that you wish title guaranty and we have today ordered the same, the cost of which will be deducted from the payment due you.

while we understand this land is not homestead property, we desire to have your wife joined in the deed, as this is customary where the United States is making a money payment for the land.

It will be necessary for you to affix a revenue stamp for 50¢ to this deed, which please do not overlook.

Yours very truly,

P.W.Dent by C.F.Harvey District Counsel.

Enc 1.

Form 7-523t (June, 1918)

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

MI Poso, Perso, FLE to 1848

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

Subject: Forwarding contract for approval.

Agreement dated

Rio Cranic Project

Executed on behalf of U. S. by Letters. Froject Manager.

With Con-Leavell

Estimated amount involved, \$ 37.15

Authority No. or clearing acct.

Accompanied by boild and two copies.

(Strike out if no bond transmitted.)

Purpose:
(See instructions on back

Furchase of right of way for Franklin Drain.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager

at

Sl Penn, Toxen

District Councel.

at El l'eso, Texas

of the approval of the above

Enols; Orig. & ? copies Contract

Orig. & 1 copy Engr's Cert.

L. M. LITTERS

Orig. & 1 copy Rept. on Land Agreement

Project Manager.

Denver, Colo., 200. 14. , 19 10.

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

Inclosures:

1 blueprint.

orig. & 2 copies of contract.

" certificate of necessity,
report on lend agreement.

Chief of Construction.

Washington, D. C., MAR 3-1919

Contract (and bond, if any,) was approved by MORRIS BIEN,
Original enclosed for recercion.

and further appropriate action on MAR 3 - 1919

FEB18'19 92817

Tract 17 X-7707 0.80 A. tract 16 Recorded 6 A Ro ing it you 3.85°35' W. 1943'.8 To 5.W. Cor. 5ec. 20. ZB HOFF! Sec. 29. To N. W. Cor. N.82° 48' W. 2359'8 0 TON.W. Sec. 29. N. 80° 33'W. 2234.5 To N. W. Cor Sec. 29. N.S.Corb DEPARTMENT OF THE IN UNITED STATES RECLAMAT RIO GRANDE PROJE EL PASO VALLEY DR FRANKLIN DRAI RIGHT OF WAY. Tract numbers refer to subdivisions of the Vineyard Tract — " Socorro Grant." FIELD WORK F.C.S. DRAWN C.E.L. 1253 L-53 EL FASO. OCT.19 SCALE 1"= 200'

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