

AP

LANIER, J. S. WARRANTY DEED

IF-57 47
ISLAND FEEDER GANAI (100)

0023-0086-0602-00

20-(2) Texas

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

KNOW ALL MEN BY THESE PRESENTS:

I, J. S. Lanier, a single man,

of the County of El Paso, State of Texas, in consideration of the sum of

- - - Two hundred fifty-nine and 50/100 (\$259.50) - - - - - DOLLARS,

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

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,

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 in the southeast quarter of the southeast quarter, section fifteen (15), southwest quarter of the southwest quarter of section fourteen (14) and the northwest quarter of section twenty-three (23), township thirty-three (33) south, range seven (7) east, United States Reclamation Service Survey and Surveys Nos. 70, 71 and 75, San Elizario Grant, and bounded and described as follows: Beginning at the point of intersection of the east boundary of the right of way of the Island Feeder with the boundary between surveys Nos. 57 and 71, San Elizario Grant, being the property line between land of grantor herein and Dyer and Kayser, from which point the northwest corner of said survey No. 71 bears north 66°15' west 125.2 feet and the southeast corner of said section 15 bears south 18° east 1094.4 feet; thence along the boundary between said surveys Nos. 57 and 71, south 66°15' east, 720.0 feet; thence to the right along the arc of a 236.68 feet radius curve, a distance of 226.3 feet based on 100 foot chords; thence south 11°01' east 637.0 feet; thence to the left along the arc of a 491.67 feet radius curve, a distance of 242.5 feet based on 100 foot chords; thence south 39°20' east, 1957.1 feet to a point on the boundary between surveys Nos. 70 and 76 San Elizario Grant, being the property line between land of grantor herein and Eugene Fox; thence with said line south 23°49' west, 33.6 feet to a point on the center line for I. F. 57 and from which point the northwest corner of said section 23 bears north 46°33' west, 2629.0 feet; thence south 23°49' west, 33.6 feet; thence north 39°20' west, 1987.5 feet; thence to the right along the arc of a 551.67 feet radius curve, a distance of 272.3 feet based on 100 foot chords; thence north 11°01' west, 637.0 feet; thence to the left along the arc of a 176.68 feet radius curve, a distance of 168.3 feet; thence north 66°15' west 654.2 feet; thence to the left along the arc of a 176.68 feet radius curve, a distance of 57.4 feet based on 100 foot chords; thence to a point on the east boundary of the right of way of the Island Feeder; thence with said boundary north 0°01' east, 70.0 feet to the point of beginning, said tract of land containing 5.19 acres, more or less. TO HAVE AND TO HOLD the above described premises, to-

gether with all and singular, the rights and appurtenances thereto in anywise belonging unto the said the United States of America, its assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the Said United States and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand at El Paso, Texas this 17th day of December, A. D. 191 8

Witnesses at Request of Grantor

J. S. Lanier.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, Geo. W. Hoadley, Notary

Public

in and for El Paso, County, Texas, on this day personally appeared

J. S. Lanier,

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 17th day of December A. D. 1918.
My commission expires June 1, 1919.

GEO. W. HOADLEY

(SEAL)

Notary Public in & for El Paso County Texas.

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 that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A. D. 191_____

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 17 day of December, A. D. 1918 with its certificate of authentication, was filed for record in my office this 21 day of December A. D. 1918, at 9:00 o'clock A. M. and duly recorded the 25 day of Decr A. D. 1918 at 2:42 o'clock P. M. in the ^{Deed} records of said County, in Volume 327(1?) on pages 269

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.

W D GREET

Clerk, County Court.

By P---, 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

CH

El Paso, Texas, January 31, 1919.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

With reference to our letter of December 16 asking title guaranty for the J. S. Lanier purchase, I do not find that this has been issued. The deed running from Mr. Lanier to the United States has been recorded. Kindly advise when we may be in receipt of title guaranty.

Thanking you,

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas,
Dec. 17, 1918.

20

County Clerk,
El Paso County,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
warranty deed, dated December 17, 1918, running from J. S.
Lanier to the United States of America.

Yours very truly,

C.F. HARVEY

Enc 1.

Assistant District Counsel.

*Contract dated 10/10-18
Island Tuder Canal*

This is to certify that upon

This is to certify that all taxes due and payable upon land owned by J. S. Lanier in Surveys Nos. 70, 71, and 75, San Elizario Grant, El Paso County, Texas, were paid on December 17, 1918.

C F HARVEY

Clerk.

El Paso, Texas,
December 17, 1918.

El Paso, Texas,
Dec. 16, 1918.

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

Gentlemen:

Enclosed is blueprint showing right of way for
5.19 acres across land owned by J. S. Lanier, in surveys
No's. 70, 71 and 75 in San Elizario Grant.

We are today calling upon Mr. Lanier for execution
of warranty deed for this right of way, which carries a
consideration of \$259.50 and will at once put this deed on
record.

Kindly furnish title guaranty for this transfer.

Yours very truly,

C.F.HARVEY

Enc 1

Assistant District Counsel.

El Paso, Texas,
Dec. 14, 1918.

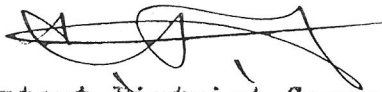
Mr. S. J. Lanier,
c/o O. H. Baum,
Two Republics Bldg.,
El Paso, Texas.

Dear Sir:

Under date of November 29th we addressed a letter to you asking authority to secure title guaranty for a land purchase of 5.19 acres for Island Feeder Canal.

As yet we have had no answer, but trust you will not over-look this matter, as we are desirous of closing it as soon as possible.

Yours very truly,



Assistant District Counsel.

*Called Mr. Lanier
12/16-18 and
authorized the
additional title guaranty.*

CH

El Paso, Texas, November 29, 1918.

Mr. J. S. Lanier,
Care O. H. Baum, Two Republics Building,
El Paso, Texas.

Dear Sir:

With reference to your request that this office accept title to the last purchase from you, of 5.19 acres, as based on title guaranty which you supplied with the former purchase of 21.45 acres, we find upon examination of the plats that these two rights of way both cross only Survey No. 71, the last purchase also running into Surveys Nos. 70 and 75. Under these conditions we will have to ask for another title guaranty covering the last purchase independently of the former one.

This letter is written in order that you may be advised in the premises before we order title guaranty. We await your further advice before so doing, and have no doubt that you will see the necessity of this course.

Very truly yours,

C F HARVEY

Assistant District Counsel.

CH

El Paso, Texas, November 29, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated October 10, 1918, between J. S. Lanier and the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

NOV 26 1918

From Chief Counsel

To District Counsel, El Paso, Texas.

Subject: Land purchased from J. S. Lanier - contract dated Oct.
10, 1918, Rio Grande project, New Mexico.

1. I have considered Mr. Harvey's letter upon the above subject dated October 24, 1918. Apparently the United States has bought a tract of land which was a part of a larger body covered by a certificate of title; and now it is proposed to buy another portion of that larger tract. Mr. Harvey seems to recommend that we accept this second tract under the certificate covering the larger tract. I infer that he refers to certificates issued by the Stewart Guaranty and Title Company. If this inference is correct, the existence of this certificate in favor of the United States does not indicate that there are no defects in the title to the land, part of which the United States is purchasing. The certificate merely protects the United States to a certain amount against possible defects. Therefore, if we should buy another portion of this land without another certificate, there would be nothing to protect the United States against any possible defects. Unless it appears there are no defects in the title, that the taxes are paid and that there is not and has not been adverse possession within the statutory period, and that the tract now to be purchased is a part of a larger tract covered by the title company's certificate of an earlier date, such a certificate in this case would be acceptable. However, my attention is directed to the fact that nearly all of the vouchers that have come to this office attached to the Stewart Guaranty & Title Company's certificate have not been accompanied with sufficient showing to enable this office to pass the voucher to the Auditor. I hope, therefore, that some plan may be devised whereby this extra work may be avoided, otherwise it may become necessary to withdraw the authorization to use the Stewart Guaranty & Title Company's certificates.



Cy to C. of C.

El Paso, Texas, October 24, 1918.

From Assistant District Counsel

To Chief Counsel, Washington.

Subject: Land purchase from J. S. Lanier under contract dated October 10, 1918. Rio Grande Project.

1. Transmitted herewith is contract dated October 10, 1918, with the above named party, for right of way purchase for the Island Feeder canal. Another contract with the same party and dated August 3, 1918, was recently approved and was consummated with a title guaranty. The two contracts relate to the same holding or ranch, title to the entire acreage of which comes to Lanier through the same channels, although the two purchases by the Government are, of course, different parcels of land. Kindly advise if it will be necessary to secure an additional title guaranty for the present contract, or whether payment can be made with reference to the title guaranty sent in with the papers relating to the contract of August 3, 1918. A proper showing by means of certificate by an official of the Service can be made, briefly describing the Lanier holding and showing that the present purchase relates to the same title as that covered in the title guaranty already issued.

C F HARVEY

incls. as noted on form
letter of transmittal.

west 654.2 feet; Thence to the left along the arc of a 176.68 feet radius curve, a distance of 37.4 feet based on 100-foot chords, to a point on the east boundary of the right of way of the Island Feeder; Thence with said boundary, north 0°01' east, 70.0 feet to the point of beginning; said tract of land containing 5.19 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 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 supposed to have been rendered, in ~~any manner~~ the procurement of this contract. He further agrees that any breach of this 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.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 21, 1918

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated **October 10, 1918** **Rio Grande** Project.

Executed by **L M Lawson, Project Manager,**

With **J S Lanier**

Estimated amount involved, \$ **259.50** (See Reverse, Par. 3.)

Purpose of agreement: **Authority 5-4-2.**

Purchase of necessary right of way for Island feeder canal.

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

Advise Chief of Construction, Denver, Colo., and Project Manager at **El Paso, Texas,** and **District Counsel**

at **El Paso, Texas,** of the approval of the above.

Incls. Orig. & 3 copies contract.

Certificate of recommendation.

2 blueprints.

Rept. on Land Agreement.

L M LAWSON

(Signature.)

Denver, Colo., **Oct. 26, 1918**

It is recommended that the above-described contract be approved

Inclosures:

Orig. & 2 copies of contract.

" 3 copies of form letters of transmittal.

Letter Asst. D.C. to Chief Counsel dated Oct. 24, 1918.

Cert. of necessity. Report on land agreement.

1 blueprint.

Chief of Construction.

Washington, D. C., **NOV 22 1918**

Contract (and bond, if any), was approved by **Morris Bion, Acting Director**

on **NOV 22 1918**

Original enclosed for record and further appropriate action

THIS AGREEMENT, made the 10th day of October,

nineteen hundred and eighteen, between J. S. Lanier, a single man,

~~xxx~~ and ~~xxxxx~~ of El Paso, Texas,

~~xxxxxx~~ County, for him self, his heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L. M. Lawson, Project Manager, 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 El Paso, State of Texas, to wit:

A tract of land in the southeast quarter of the southeast quarter, section fifteen (15), southwest quarter of the southwest quarter of section fourteen (14), and the northwest quarter of section twenty-three (23), township thirty-three (33) south, range seven (7) east United States Reclamation Service ^{Survey} and Surveys Nos. 70, 71 and 75, San Elizario Grant, and bounded and described as follows: Beginning at the point of intersection of the east boundary of the right of way of the Island feeder with the boundary between surveys Nos. 57 and 71, San Elizario Grant, being the property line between land of Grantor herein and Dyer and Kayser, from which point the northwest corner of said survey No. 71 bears north 66°15' west 125.2 feet and the southeast corner of said section 15 bears south 18° east 1094.4 feet; Thence along the boundary between said surveys Nos. 57 and 71, south 66°15' east, 720.0 feet; Thence to the right along the arc of a 236.68 feet radius curve, a distance of 226.3 feet based on 100-foot chords; Thence south 11°01' east 637.0 feet; Thence to the left along the arc of a 491.67 feet radius curve, a distance of 242.5 feet based on 100-foot chords; Thence south 39°20' east, 1957.1 feet to a point on the boundary between surveys Nos. 70 and 76 San Elizario Grant, being the property line between land of Grantor herein and Eugene Fox; Thence with said line south 23°49' west, 33.6 feet to a point on the center line for I.F. 57 and from which point the northwest corner of said section 23 bears north 46°33' west, 2629.0 feet; Thence south 23°49' west, 33.6 feet; Thence north 39°20' west, 1987.5 feet; Thence to the right along the arc of a 551.67 feet radius curve a distance of 272.3 feet based on 100-foot chords; Thence north 11°01' west, 637.0 feet; Thence to the left along the arc of a 176.68 feet radius curve, a distance of 168.3 feet; Thence north 66°15'

(See next page)

AM

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

Witnesses:

P W Dent

J S LANIER

of El Paso, Texas.

Vendor.

of

of

L M LAWSON

For and on behalf of the United States.

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 J S Lanier

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he

signed, sealed, and delivered said instrument of writing as his 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 declared 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 10 day of October, 1918

[SEAL.]

GEO W HOADLEY Notary Public.

My commission expires June 1 1919

Approved, 191

Affidavit as to Possession.

State of Texas, :
 :
 :
County of El Paso, :
 :
 :

I, J. S. Lanier, do solemnly swear that to my personal knowledge the land described in the contract dated October 10, 1918, made between myself and the United States of America, which land is located in SE $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 15, SW $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 14, and NW $\frac{1}{4}$ sec. 23, T 33 S, R 7 E., U.S.R.S. Survey.

El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of ten years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

J. S. LANIER

Subscribed and sworn to before me at El Paso, Texas, this 10th day of October, A. D. 1918.

(SEAL)

GEO. W. HOADLEY

Notary Public In and For El Paso County, Texas.

My commission expires June 1 1919.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated October 10, 1918, with J. S. Lanier, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Island feeder canal, a part of the Rio Grande project; that the consideration to be paid thereunder, \$259.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. LAWSON

Project Manager.

El Paso, Texas,
October 10, 1918.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **October 10** 191**8**, with

J S Lanier

for the purchase of land required for **Island feeder canal**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

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

**5.19 acres in SE $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 15, SW $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 14, and NW $\frac{1}{4}$ sec. 23,
T. 33 S., R. 7 E., USRS Survey.**

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.

Texas land - no U. S. Public Lands 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.

J S Lanier, Hotel Del Norte, El Paso, 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.

Owner - no lessee.

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 reason of stock-subscription contract between owner and water users' association.

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

Land is not cultivated- no buildings.

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 land is irrigable under Rio Grande project water rights.

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

\$65 to \$85 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.

Canal will be of general benefit to the community.

The above is a correct statement of the information procured.

Dated **October 10, 1918**

191

(Signature)-----**GEO W HOADLEY**

(Title)-----**Field Assistant.**

In Charge of Negotiations.

Approved: **L M LAWSON**

Project Manager.

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, 1913 edition, pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service 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. 11 and 23, pp. 227 and 231.)

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. 20, 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)*, 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 engineer 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.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, par. 12, page 227.

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

REPORT ON LAND AGREEMENT.

For ----- purposes.

----- project.

Sec. -----, T -----, R -----, M -----.

Belonging to -----

County of -----

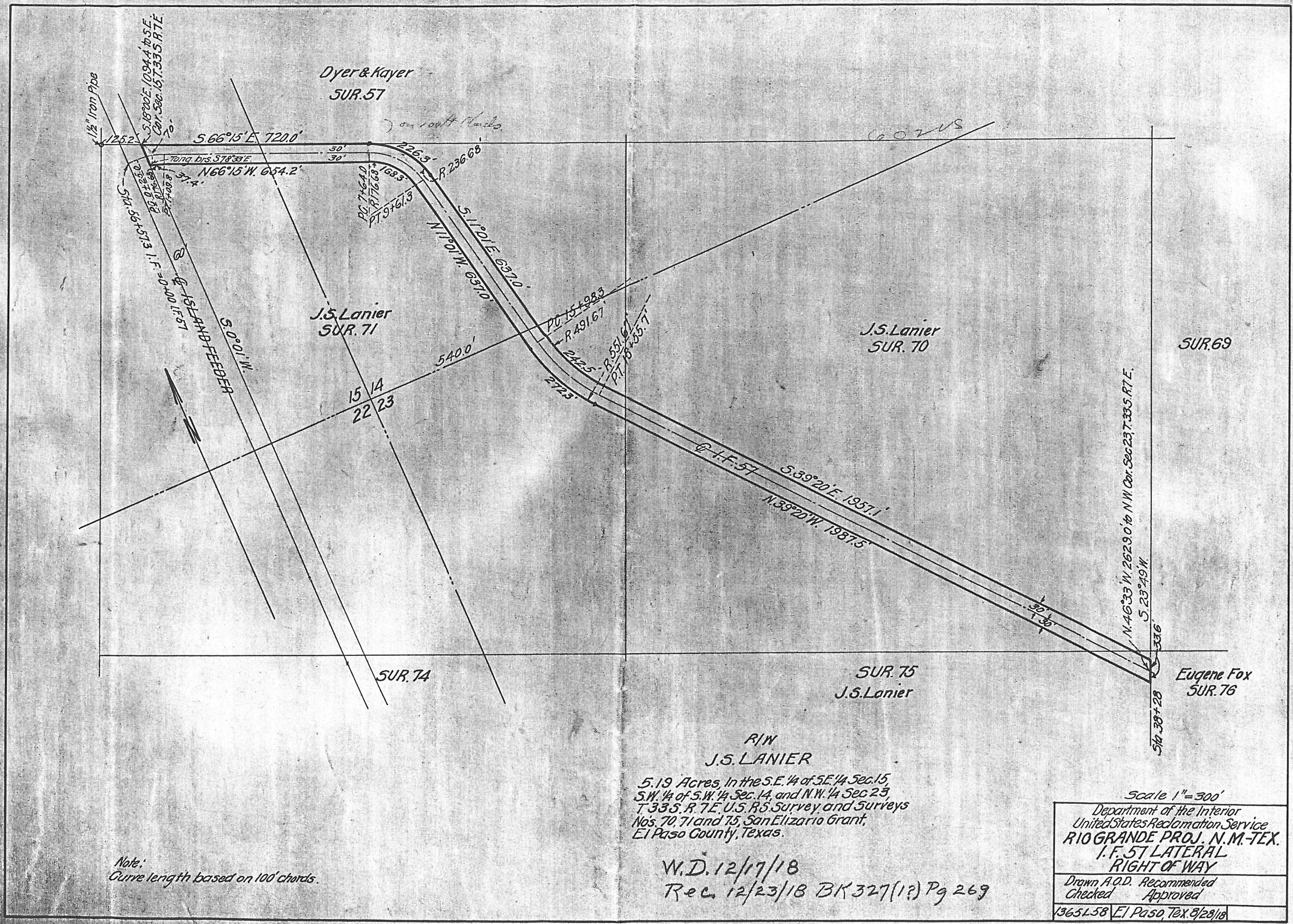
State of -----

Submitted by -----

Date ----- 191-----

51-2-12
51-2-51

6-4803



Note:
Curve length based on 100' chords.

R/W
J.S. LANIER
5.19 Acres, in the S.E. 1/4 of S.E. 1/4 Sec. 15,
S.W. 1/4 of S.W. 1/4 Sec. 14, and N.W. 1/4 Sec. 23,
T. 33 S. R. 7 E. U.S. R.S. Survey and Surveys
Nos. 70, 71 and 75, San Elizario Grant,
El Paso County, Texas.

W.D. 12/17/18
Rec. 12/23/18 BK 327(1?) Pg 269

Scale 1" = 300'
Department of the Interior
United States Reclamation Service
RIOGRANDE PROJ. N.M.-TEX.
I.F. 57 LATERAL
RIGHT OF WAY
Drawn A.O.D. Recommended
Checked Approved
1365 L58 El Paso, Tex. 8/28/18