

LANIER, J. S. WARRANTY DEED ISLAND (San Elizario) FEEDER LATERAL (100)

0023-0084-0013-00
0023-0084-0004-00

18-(13) Texas & 20-(4) Texas

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Thousand and Nine and 70/100

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

~~XXXXXXXXXXXX~~ ~~XXX~~ ~~XXX~~ , 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 of sec. 10, east half of east half of sec. 15, and east half of the northeast quarter of sec. 22, T. 33 S., R. 7 E., United States Reclamation Service survey, being also in the San Elizario Grant and beginning at a point on the center line for the San Elizario Island Feeder canal and south line of land owned by Waters Davis, which point is also the northeast corner of land owned by the Grantor herein and the northwest corner of land owned by J. W. Cathcart, from which point the southeast corner of said sec. 10 lies south 258.1 feet and east 323.9 feet; thence with the property line between land of the Grantor herein and the said J. W. Cathcart south 25° east 52 feet; thence in a southwesterly course along the arc of a 150.83-foot radius curve tangent to the course south 46°31' west a distance of 119.2 feet, based on 100-foot chords; thence south 89°59' east 10 feet; thence south 0°01' west parallel with and 60 feet from the center line for said San Elizario feeder canal 2351.8 feet to the center line of the Fabens road at 3929.6 feet to the property line between the Grantor herein and Dyer & Kayser; thence with said property line south 23°45' west 284.3 feet to the southwest corner of said Dyer & Kayser land; thence with the south line of said Dyer & Kayser land south 66°15' east 125.1 feet; thence south 0°01' west 1040.1 feet to the south line of said sec. 15; thence south 0°00'30" west 2521.6 feet to a point on the property line between land of the Grantor herein and C. M. Newman, from which point the northeast corner of said section 22 lies north 0°0'30" east 2521.6 feet and east 338.4 feet; thence with said last described property line north 68°55'30" west at 64.3 feet to the center

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

KNOW ALL MEN BY THESE PRESENTS:

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

~~DOLLARS,~~

~~to in hand paid by~~

~~the receipt of which is hereby acknowledged~~

~~has Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said~~

~~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:~~

line for said San Elizario island feeder canal at 128.6 feet to a point on said last described property line, from which point a concrete post, being the northwest corner of said C. M. Newman land bears north 68°55'30" west 9.7 feet; thence north 0°0'30" east 2475.4 feet to the north line of said sec. 22; thence north 0°01' east 5382.3 feet; thence south 89°59' east 10 feet; thence in a northeasterly course along the arc of a 250.83-foot radius curve tangent to the course north 0°01' east a distance of 61.4 feet, based on 100-foot chords to a point on the property line between land of the Grantor herein and Waters Davis, the tangent to the curve at this point bearing south 14°08' west; thence with said property line north 50°47' east 150.4 feet to the place of beginning; excepting, however, from the above described land that portion occupied by the Fabens county road, or 0.18 acre, at its intersection with said described land; said tract of land thus described containing 21.45 acres, more or less;

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

~~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

The United States of America and its

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

WITNESS my hand at El Paso, Texas, this 3d day of September A. D. 1918.

Witnesses at Request of Grantor

J S LANIER

THE STATE OF TEXAS, }

COUNTY OF EL PASO.
Palo Pinto

BEFORE ME, the Undersigned authority

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

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 3rd day of Sept A. D. 1918

JOHN J MINDER

Notary Public, Palo Pinto 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 3 day of September, A. D. 1918 with its certificate of authentication, was filed for record in my office this 10 day of September A. D. 1918, at 8:30 o'clock A. M. and duly recorded the 14 day of September A. D. 1918 at 10:29 o'clock A. M. in the records of said County, in Volume 324 on pages 421

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 _____, 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, September 30, 1918.

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

Dear Sir:

Referring to our letter to you of September 9, you are advised that the title guaranty has been delivered. We are now awaiting the possessory certificate referred to in the letter of the 9th, which has not been returned. As soon as this certificate is received, the papers can be turned over for vouchering and payment made to you of the amount due.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, September 9, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed running from J. S. Lanier to the United States, dated September 3, 1918.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, September 9, 1918.

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

Dear Sir:

Receipt is acknowledged of warranty deed transmitted with your letter of the 3d instant. This deed is to-day being put on record in El Paso County.

It will be impossible for the Reclamation Service to secure a direct credit to your account in the First National Bank, as it is necessary, and is the only way in which payment can be made to you, to draw a check to your order. This check would better be delivered to your address as above or such other address as you care to name.

Inclosed is an affidavit as to possession, which please sign, acknowledge and return.

We are again reminding the Stewart Title Guaranty Company to hasten your title guaranty, and when this is received and the deed is returned from the County Clerk's office, we will be in a position to make payment.

Very truly yours,

C F HARVEY

incl.

Assistant District Counsel.

El Paso, Texas, September 9, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Referring to our letter of August 7, you are advised that we are to-day sending for record warranty deed dated September 3, 1918, running from J. S. Lanier to the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

O. H. BAUM

K. L. HATFIELD

ALTURA SALES COMPANY

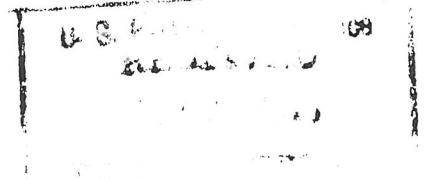
SOLE AGENTS
ALTURA PARK ADDITION
FEDERAL PARK ADDITION
EL PASO, TEXAS
GRANDVIEW ADDITION
LAS CRUCES, NEW MEXICO

206 N. STANTON STREET
TELEPHONE 420

SALESMEN
ROBT. A. MOORE
H. P. LIKES

"If You Want Action List With Us"

EL PASO, TEXAS, Sep., 6th., 1918



Mr. L. W. Lawson,
Project Manager, U. S.R.S.,
12th., Floor, Mills Bldg.,
El Paso, Texas.

Dear Sir:

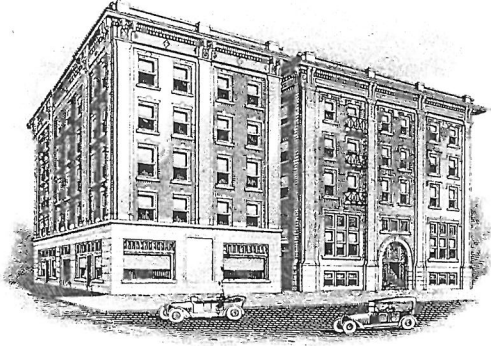
I am in receipt of a letter under date of Sep., 3rd., from Mr. J. S. Lanier, from Mineral Wells, Texas, advising that he has forwarded his deed, properly certified, to your Mr. C. F. Harvey, which I trust you have received by this time.

CHB/BW

Very truly yours,

Handwritten signature of O. H. Baum in cursive script.

STRICTLY MODERN HOTEL, OPEN ALL THE YEAR. 175 BEAUTIFULLY FURNISHED ROOMS, WITH PRIVATE OR CONNECTING BATHS. MAGNIFICENT LOBBY. CRAZY WELL PAVILION AND MINERAL BATHS UNDER SAME ROOF. EUROPEAN PLAN; RATES \$1.00 PER DAY AND UPWARD. EXCELLENT CAFE IN CONNECTION. THE CENTER OF EVERYTHING IN MINERAL WELLS.



PRIVATE OFFICE
W. O. BRINKER,
MANAGER.



THE CRAZY WELL WATER CO.
OWNERS

MINERAL WELLS, TEX.,

9/3/18

Mr. C. F. Harvey,
C/o United States Reclamation Service,
El Paso, Texas.

Dear Sir:

You will please find enclosed warranty Deed, signed and acknowledged. I have been in possession of this land since October, 1910. Please place the amount due me for this land to my credit at the First National Bank of El Paso and send me deposit slip for same, care of Oxford Hotel, Mineral Wells, Texas.

Very truly yours,

J. E. James

(Description continued)

page 2

S an Elizario Island Feeder canal @t 128.6 feet to a point on said last described property line, from which point a concrete post, being the northwest corner of said C.M. Newman tract of land bears north $68^{\circ}55'30''$ west, 9.7 feet; thence north $0^{\circ}0'30''$ east, 2,475.4 feet to the north line of said section 22; thence north $0^{\circ}01'$ east 5382.3 feet; thence south $89^{\circ}59'$ east 10 feet; thence in a northeasterly course along the arc of a 250.83-foot radius curve tangent to the course north $0^{\circ}01'$ east a distance of 61.4 feet, based on 100-foot chords to a point on the property line between land of the Vendor herein and Waters Davis, the tangent to the curve at this point bearing south $14^{\circ}08'$ west; thence with said property line north $50^{\circ}47'$ east 150.4 feet to the place of beginning; excepting, however, from the above described tract of land that portion occupied by the Fabens County Road, or 0.18 acre, at its intersection with said described land; said tract of land thus described containing 21.45 acres, more or less ;

CH

El Paso, Texas, August 26, 1918.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two contracts, between J. S. Lanier and the United States, dated August 3, 1918, and between Wm. Moon and the United States, dated August 1, 1918.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

El Paso, Texas, August 26, 1918.

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

Dear Sir:

The contract which you signed agreeing to convey right of way for the San Elizario Island feeder canal has been approved and we are to-day forwarding it for official record.

Title guaranty was ordered under date of the 7th instant, in accordance with your instructions in this matter.

Inclosed is warranty deed, which please sign and acknowledge and return without delay. This deed will be put on record, and when it is duly recorded the title guaranty can issue, provided your title is good.

Your attention is called to the matter of taxes. An inquiry will be made at the county tax collector's office, and it will of course be necessary that all taxes are paid to date, before your deed can be accepted by the United States.

Will you also kindly advise this office how long you have been in possession of the land. We desire to secure your certificate as to possession, both of yourself and others previous to yourself as far back as you can recollect.

Please give careful attention to all of the above matters and let us hear from you at once. This will facilitate closing the transaction and securing to you the amount due you.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

\$1.50 internal revenue stamps will be required on this deed, which please do not forget.

El Paso, Texas, August 7, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

In regard to the title guaranty for land owned by J. S. Lanier, you are advised that contract has been made with Mr. Lanier and we are sending it to Washington for approval. When this contract is returned approved it will be put on record, and at that time we will draw the necessary deed running to the United States and have it executed and recorded. In the meantime you can proceed with the title guaranty, but it will be about a month before the papers are in proper shape to show title in the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, August 7

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 August 3, 1918 Rio Grande Project

Executed by J L Burkholder Acting Project Manager

With J S Lanier

Estimated amount involved, \$1009.70 (See Reverse, Par. 5)

Purpose of agreement:
Purchase of right of way for San Elizario 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.

at El Paso, Texas, incls. Orig. & 3 copies contract.
Certificate of recommendation.
2 blueprints.
Rept. of appraisal board.

J L BURKHOLDER
(Signature.)

Denver, Colo., 19

It is recommended that the above-described contract be approved

Inclosures:
_____ copies of contract.
_____ copies of form letters of transmittal.

Chief of Construction

Washington, D. C., AUG 20 1918

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

Original enclosed, for record and further appropriate action

on AUG 20 1918 16'18 85572

Morris Bien, Acting Director (Over.)

Specifically transmitted to Director, Washington, with recommendation that the contract be approved.
Orig. & 3 copies of contract
2-3 copies of form letter
Report on land agreement
Certificate of necessity
of and appraisal
1 blue print
Project
Chief of Construction
J. E. WOFFORD
Aug 16 1918

4
\$

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

Witnesses :

.....
of.....

J S IANIER

.....
of.....

Vendor.

.....
of.....

J L Burkholder

For and on behalf of the United States.

.....
of.....

STATE OF Texas
COUNTY OF El Paso } ss :

I, O H Baum, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that J S Ianier

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 ~~do hereby certify that the foregoing instrument is the free and voluntary act of the~~
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 3rd day of August, 1918

[SEAL.] O H BAUM

My commission expires June 30th 1919 **Notary Public.**

Approved _____, 1918

Affidavit as to Possession.

State of Texas, :
: ss.
County of El Paso, :
J. S. Lanier

I, _____ do solemnly swear that to my personal knowledge the land described in the contract dated August 3, _____, 1918, made between myself and the United States of America, which land is located in SE $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 10, E $\frac{1}{2}$ E $\frac{1}{2}$ sec. 15, and E $\frac{1}{2}$ NE $\frac{1}{4}$ sec. 22, 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~~ beginning October, 1910 ~~years~~ ^{XXXXXX} 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
17th 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.

This is to certify that upon personal inquiry made of County Treasurer's office, El Paso County, Sept. 3, 1918, I was informed that all taxes due on the above described land were fully paid.

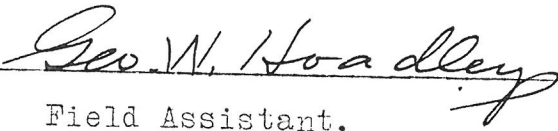
C F HARVEY

Asst. Dist. Counsel.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, August 3, 1918.

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 from J. S. Lanier in SE $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 10, E $\frac{1}{2}$ sec. 15, and E $\frac{1}{2}$ NE $\frac{1}{4}$ sec. 22, T. 33 S., R. 7 E., New Mexico principal meridian, 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.


Field Assistant.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

August 3

1918, with

J S Lanier

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

1. State description and approximate area of land to be conveyed. **21.45 acres, in**
SE $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 10, E $\frac{1}{2}$ sec. 15, and E $\frac{1}{2}$ NE $\frac{1}{4}$ sec. 22, T. 33 S., R. 7 E.,
N.M.P.M., 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.

Texas land - no public 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.

J. S. Lanier, single man; address: Care O. H. Baum,
Two Republics Building,
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 lease.

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 through contract in stock
subscription 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 not at present under cultivation
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 irrigable under Rio Grande project water rights.

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

\$85 to \$100 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 construction will be of general benefit.

The above is a correct statement of the information procured.

Dated **August 3, 1918**

191

(Signature)..... **GEO W HOADLEY**

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

In Charge of Negotiations.

Approved:

J L BURKHOLDER
Acting 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-----

Agmt V324 P342
Capt W.D. V324 P421
Project Manager

THIS AGREEMENT, made the 3d day of August,

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

and ~~XXXX~~, ~~XXXX~~ of El Paso, El Paso

County, Texas, for himself his heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by J. L. Burkholder, Acting

~~XXXXXXXXXX~~
J. R. 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 of section 10, east half of the east half of section 15, and east half of the northeast quarter of section 22, township 33 south, range 7 east United States Reclamation Service Survey, being also in the San Elizario Grant, and more particularly described as follows: Beginning at a point on the center line for the San Elizario Island Feeder canal and south line of land owned by Waters Davis, being also the northeast corner of land owned by the Vendor herein and the northwest corner of land owned by J.W. Cathcart, from which point the south east corner of said section 10 lies south 258.1 feet and east 323.9 feet; thence with the property line between land of the Vendor herein and said J.W. Cathcart south 25° east 52 feet; thence in a south-westerly course along the arc of a 150.83-foot radius curve tangent to the course south 46°31' west a distance of 119.2 feet, based on 100-foot chords; thence south 89°59' east 10 feet; thence south 0°01' west parallel with and 60 feet from the center line for said San Elizario feeder canal 2,351.8 feet to the center line of the Fabens road at 3,929.6 feet to the property line between the Vendor herein and Dyer & Kayser; thence with said property line south 23°45' west 284.3 feet to the southwest corner of said Dyer & Kayser land; thence with the south line of said Dyer & Kayser land south 66°15' east 125.1 feet; thence south 0°01' west 1,040.1 feet to the south line of said section 15; thence south 0°00'30" west, 2,521.6 feet to a point on the property line between land of the Vendor herein and C.M. Newman, from which point the northeast corner of said section 22 lies north 0°0'30" east, 2,521.6 feet and east 338.4 feet; thence with said last described property line north 68°55'30" west at 64.3 feet to the center line for said

CERTIFICATE.

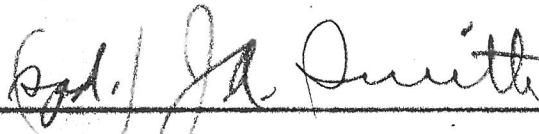
I HEREBY CERTIFY That the land described in the agreement dated August 3, 1918, with J. S. Lanier, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the San Elizario Island Feeder Canal, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$1,009.70, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

J L BURKHOLDER

Acting Project Manager.

El Paso, Texas,
August 3, 1918.

We, the undersigned, members of the board designated to fix the value of the land agreed to be conveyed by J. S. Lanier, in SE $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 10, E $\frac{1}{2}$ sec. 15, and E $\frac{1}{2}$ of NE $\frac{1}{4}$ sec. 22, T. 33 S., R. 7 E., New Mexico principal meridian, El Paso County, Texas, for right of way for the San Elizario Island feeder canal, Rio Grande project, as shown in contract dated August 3, 1918, find that the fair and reasonable value of said land, with improvements, is \$1,009.70.



Representative of El Paso
Valley Water Users' Association.

GEO W HOADLEY

Representative of U. S.
Reclamation Service.

El Paso, Texas,
August 3, 1918.

GWH:JHK

El Paso, Texas, May 28, 1918.

Mr. J. S. Lanier,

Mineral Wells, Texas.

Dear Sir:

Enclosed find plat for a strip of land required by the United States for the right of way of the San Elizario Island feeder, where same passes through your land.

In consideration of the benefits that you will derive from said canal, herewith for your signature a quit claim deed for the land required.

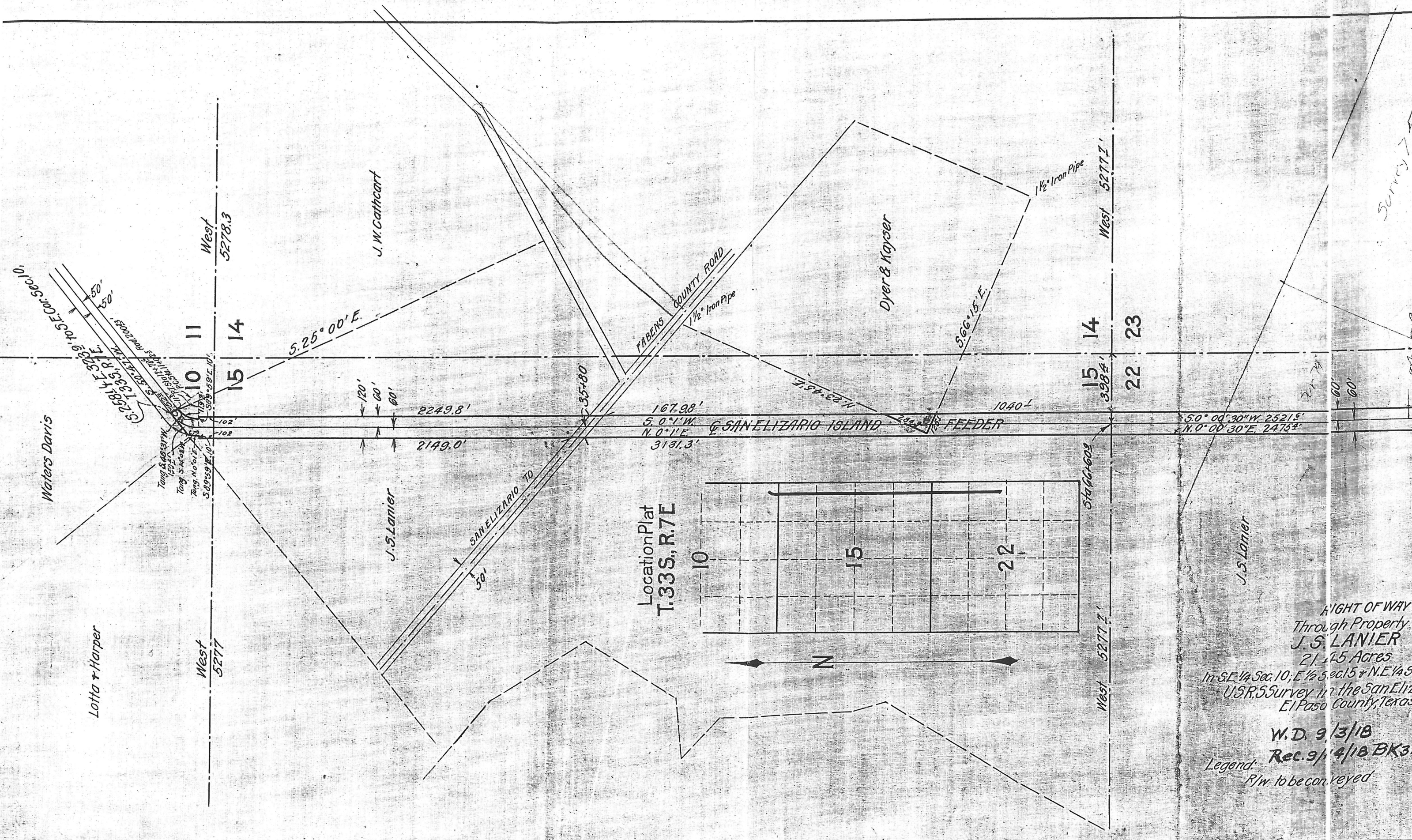
Very truly yours,

U. S. RECLAMATION SERVICE

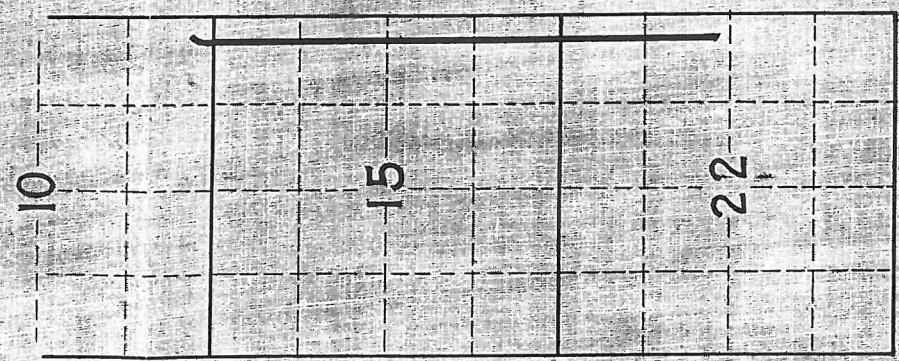
By L. M. Lawson

Project Manager.

Enc.

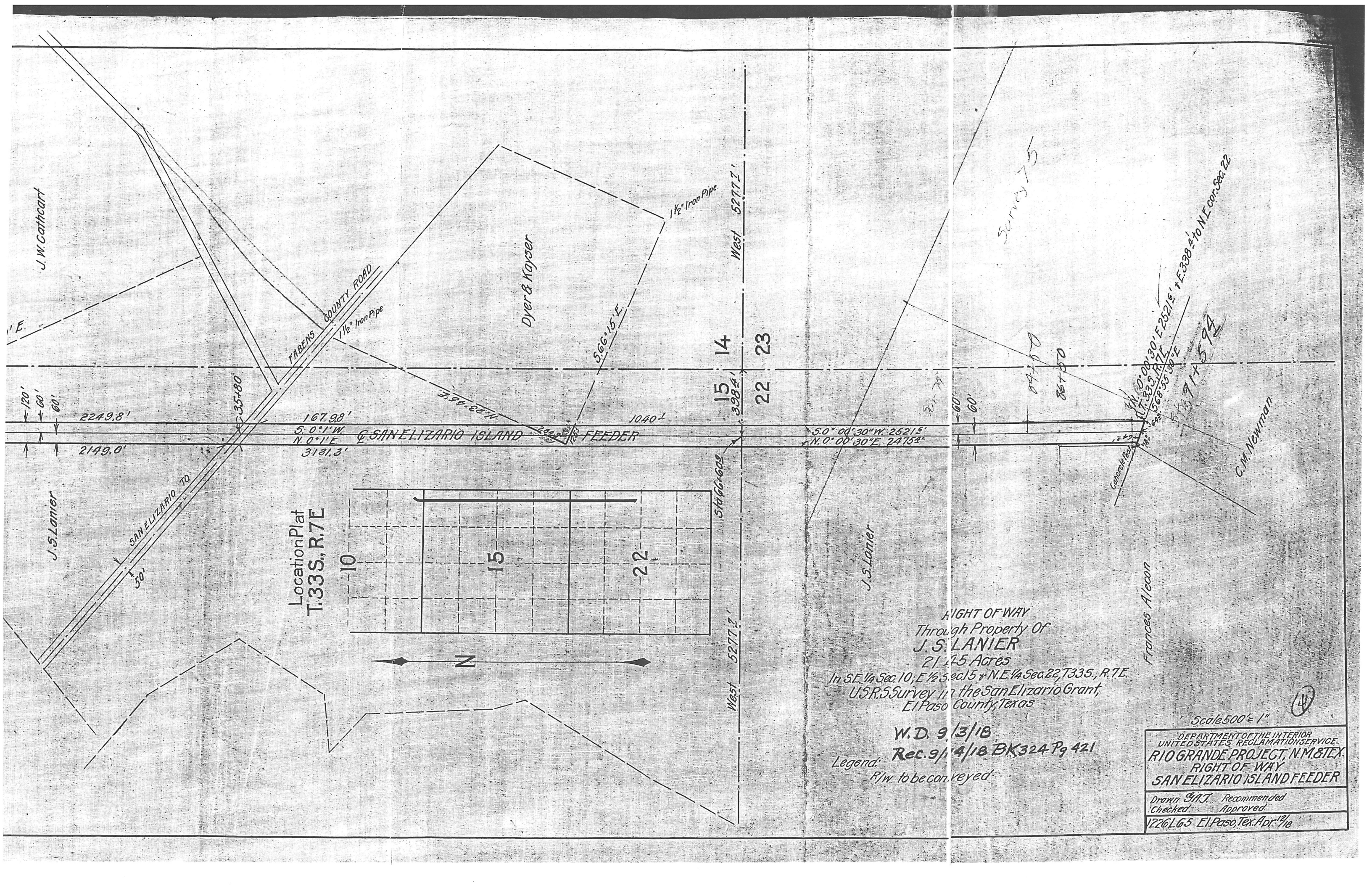


Location Plat
T.33S., R.7E



RIGHT OF WAY
Through Property
J.S. LANIER
21.45 Acres
In SE 1/4 Sec. 10; E 1/2 Sec. 15 & NE 1/4 Sec. 22
USR.5 Survey in the San Elizario
El Paso County, Texas

W.D. 9/3/18
Legend: Rec. 9/4/18 BK 3
R/W to be conveyed



J.W. Cathcart

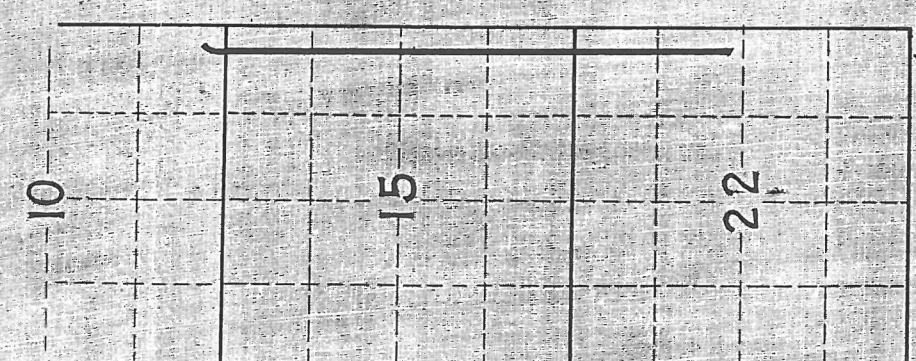
Dyer & Kayser

J.S. Lanier

J.S. Lanier

C.M. Newman

Location Plat
T.33S., R.7E



RIGHT OF WAY
Through Property Of
J.S. LANIER
21.45 Acres
In SE 1/4 Sec. 10; E 1/2 Sec. 15 + NE 1/4 Sec. 22, T.33S., R.7E.
U.S. Survey in the San Elizario Grant,
El Paso County, Texas

W.D. 9/13/18
Rec. 9/14/18 BK 324 Pg 421

Legend:
R/w. to be conveyed

Scale 500' = 1"

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT, N.M. & TEX.
RIGHT OF WAY
SAN ELIZARIO ISLAND FEEDER

Drawn G.A.T. Recommended
Checked Approved
1226 L.G.S. El Paso, Tex. Apr. 19/18

2249.8'

2149.0'

35+80

167.98'
5.0° 1' W
N.0° 1' E
3181.3'

SAN ELIZARIO ISLAND FEEDER

1040'

566.15' E

1 1/2" Iron Pipe

West 5277.2'

14

15

22

23

54+66+609

West 5277.2'

50° 00' 30" W, 2521.5'
N.0° 00' 30" E, 2475.4'

Survey 75

24+50

26+50

0.08' 30" E, 2521.5' + E.338.4' to NE cor. Sec. 22
N.0° 00' 30" E, 2475.4'
S.56.15' W, 548.91' + S.59.4'