

780 BEEZLEY, FRANCES HUGHES, et. vir., E. C.

WARRANTY DEED

104 JUAN DE HERRERA LATERAL

0023-0073-0022-09

1917-1918
RIO GRANDE

6-(22) Texas

78

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

KNOW ALL MEN BY THESE PRESENTS:

That we, Frances Hughes Beezley and E. C. Beezley, her husband,

of the County of El Paso, State of Texas, in consideration of the sum of
Sixty and 0/100

DOLLARS,

to **us** in hand paid by **The United States of America,**

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~~ ~~XXXX~~ ~~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 sixty (60) feet wide, situated in the south half of the southeast quarter of section sixteen (16), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, being also in the Ysleta Grant and lying thirty (30) feet on each side of the center line of the Juan d' Herrera lateral, said center line being described as follows: Beginning at station 34 plus 57 of said center line, which is a point on the property line between land of the Grantors herein and W. F. Payne, said property line bearing north 89°46' east, from which point the southeast corner of section sixteen (16) lies east two thousand eighty-five and six-tenths (2085.6) feet and south nine hundred eighty-three and five-tenths (983.5) feet; thence south 45°07' east two hundred seventeen and eight-tenths (217.8) feet to station 36 plus seventy-four and eight-tenths (74.8) of said center line, a point on the property line between land of said Grantors and J. N. Hughes, from which point the southeast section corner of said section sixteen (16) lies east one thousand nine hundred thirty-one and three-tenths (1931.3) feet and south eight hundred twenty-nine and eight-tenths (829.8) feet; said tract of land containing three-tenths (0.3) acre, 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

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

The United States of America and its

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

WITNESS **our** hand **s** at
August A. D. 1918

this *Sixth* day of

Witnesses at Request of Grantor

FRANCES HUGHES BEEZLEY
E C BEEZLEY

Kansas
THE STATE OF ~~TEXAS~~ }
CITY OF EL PASO, Texas

COUNTY OF ~~EL PASO~~ } BEFORE ME, Notary Public in and for
Sedgwick County, Kansas in and for ~~El Paso County, Texas~~, on this day personally appeared
E C Beezley, a married man,

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 sixth day of August A. D. 1918
(SEAL) My com exp feb 15 20 J L BARR Notary Public

Kansas
THE STATE OF ~~TEXAS~~ }
CITY OF EL PASO, Texas

COUNTY OF ~~EL PASO~~ } BEFORE ME, a Notary Public in and for
Sedgwick County, Kansas in and for ~~El Paso County, Texas~~ on this day personally appeared
Frances Hughes Beezley wife of E C Beezley

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 Frances Hughes Beezley 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 sixth day of August A. D. 1918
(SEAL) My com exp Feb 15 20 J L BARR Notary Public

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 6th day of August, A. D. 1918 with its certificate of authentication, was filed for record in my office this 13th day of October, A. D. 1918, at 1.57 o'clock P. M. and duly recorded the 7th day of October, A. D. 1918 at 2.24 o'clock P. M. in the records of said County, in Volume 324 on pages 636

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.

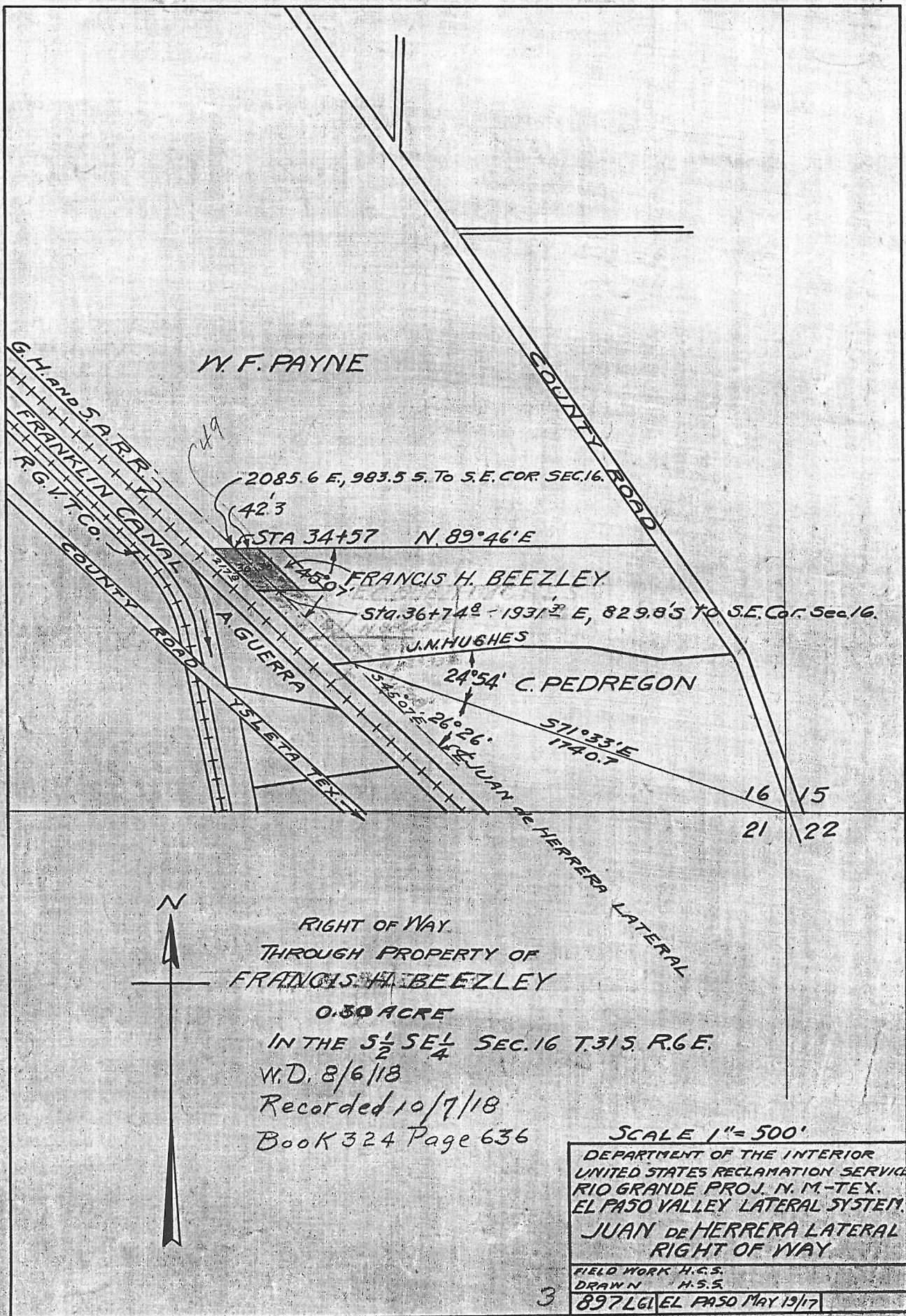
TO

WARRANTY DEED
Single and Wife's Separate Acknowledgment

Filed for record 1918
at o'clock M.

Clerk, County Court, El Paso County, Tex.
By Deputy.

ELLIS BROS. PRINTING CO., EL PASO



W. F. PAYNE

2085.6 E., 983.5 S. To S.E. COR. SEC. 16.

42.3

STA 34+57 N. 89° 46' E

FRANCIS H. BEEZLEY

Sta. 36+74.8 - 1931.2 E, 829.8'S TO S.E. COR. SEC. 16.

J. M. HUGHES

24° 54' C. PEDREGON

571° 33' E
1740.7

16 15
21 22



RIGHT OF WAY
THROUGH PROPERTY OF
FRANCIS H. BEEZLEY

0.30 ACRE

IN THE $S\frac{1}{2}$ SE $\frac{1}{4}$ SEC. 16 T. 31 S. R. 6 E.

W.D. 8/6/18

Recorded 10/7/18

Book 324 Page 636

SCALE 1" = 500'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJ. N. M.-TEX.
EL PASO VALLEY LATERAL SYSTEM.

JUAN DE HERRERA LATERAL
RIGHT OF WAY

FIELD WORK H.G.S.
DRAWN H.S.S.

3

897 L61 EL PASO MAY 19/17

El Paso, Texas, October 28, 1918.

Mr. W. F. Payne,
401 Mesa Avenue,
El Paso, Texas.

Dear Sir:

In reference to the Payne, Hughes, and Beezley purchases for Government canal right of way, we are to-day vouchering the Hughes purchase.

As to the other two, the tax collector's office informed me this morning that the taxes for 1917 were not paid. If this is a fact, we cannot, of course, proceed to payment before the taxes are paid.

I shall be glad to arrange with you to look up the matter of taxes, as there may be a misunderstanding as to the particular land, and I understood you to say that the taxes were paid. We shall be glad to cooperate with you in any way possible to clear up these transactions.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, October 4, 1918.

Mr. W. F. Payne,

El Paso, Texas.

Dear Sir:

In reference to your recent telephone conversation with this office in regard to payment for the Payne, Hughes, and Beasley lands, you are advised that title guaranties for each of these tracts have been delivered to this office. We now await the warranty deeds forwarded for each purchase with our letter to you of July 29. We take it that you had these deeds executed and put on record, and if you can deliver them to this office or will notify the County Clerk's office to deliver them to us, we will be in a position to voucher the accounts. It is necessary that the Government have the original recorded deeds, to be used as supporting papers in the Treasury Department accounts, before the checks in payment can be drawn.

There is one other matter which we are obliged to call your attention to, and that is the possession of the land, and this is because the title guaranties do not warrant against adverse possession. If you can execute the attached affidavit and return with the deeds, this will facilitate closing the transaction. You will note that we have left the space blank which states the number of years which to your knowledge yourself and predecessors in title have been in possession of the land. We should like to have this made for at least ten years, but if you cannot certify to this period, five years will answer.

Very truly yours,

G F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, August 31, 1918.

Mr. E. C. Beezley,
R. F. D. No. 1,
El Paso, Texas.

Dear Sir:

Referring to your telephone conversation with Mr. Dent of some days ago, I understand the Stewart Title people have called upon you for a release of some encumbrance that exists against the land through which the Reclamation Service has taken right of way for the Juan d' Herrera lateral system. I have not the abstract at hand, but have prepared a release in usual form used by this office as far as possible, and the same is forwarded herewith, in order that you may submit to the Stewart Title Company. They will be able to complete this instrument, or else supply this office with the necessary data wherewith to do so, upon your taking the matter up with them. Additional blank copy of release is also inclosed.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incls.

El Paso, Texas, July 29, 1918.

Mr. W. F. Payne.

El Paso, Texas.

Dear Sir:

Pursuant to conversation had with you to-day, we have sent to the Stewart Title Guaranty Company the abstracts, including yours, relating to the Bascom, Hughes, and your property, and stating that it was our understanding that you had concluded an agreement with the Stewart people for three title guaranties for these three holdings.

Inclosed are three warranty deeds to be executed by the respective parties. These will, of course, have to go on record before the title guaranties can be delivered. Upon due recording and delivery of the guaranties, the Reclamation Service will be in a position to draw vouchers and make settlement.

In this connection your attention is invited to the matter of taxes. The taxes will have to be paid up to date, of course, before the United States can accept the deeds.

Very truly yours,

P W DENT CPM

District Counsel.

incls.

El Paso, Texas, July 29, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Referring to our letter of the 27th ordering title guaranty for Mannie Payne Hughes land, we are to-day advised by Mr. W. F. Payne that he has conferred with you in regard to this guaranty and also guaranty for his land and that of E. C. Bessley. We understand that he has placed an order with you for three separate guaranties and that you wish the abstracts of title for use in connection with this work. We are sending herewith abstracts Nos. 14843 and 14841, which are the property of the United States and should be returned to this office, and abstract No. 1667, which belongs to Mr. Payne and may be returned to him. The Hughes abstract, the property of the United States, was sent with our letter of the 27th. We are also sending prints of the Payne and Bessley right of way, and will draw deeds for all parties to execute, which will be duly recorded.

Very truly

P W DEWITT CHH

incls.

District Counsel.

El Paso, Texas, July 22, 1918.

Mr. E. C. Beezley,
R. F. D. No. 1,
El Paso, Texas.

Dear Sir:

Reference is had to contract dated December 6, 1917, wherein you agreed to convey right of way to the Government for the Juan d' Herrera lateral system. The Reclamation Service has purchased an abstract of title for the land, but so far this office has been unable to have your title examined, for the reason that our examiner of titles has been engaged in another part of the country on urgent matters that it is impossible to defer.

Since making your contract we have received permission to accept title guaranties of the Stewart Title Guarantee Company of this city. These guaranties cost \$10, and if you wish to avail yourself of this method of closing the transaction, kindly so state.

A good many recent purchases of right of way have been closed in this manner, the landowners thinking it well worth while to pay the \$10 and thus avoid awaiting examination of their titles and the delay and possible expense of securing and recording instruments to clear defects in the title.

This office can order the title guaranty and make deduction for same, if you wish us to do so.

Very truly yours,

P W DENT CFH
District Counsel.

El Paso, Texas, May 15, 1918.

Mr. Edwin H. Peery, District Counsel,
605 Federal Building,
Los Angeles, Cal.

Dear Mr. Peery:

We are in receipt of abstracts covering Nannie Payne Hughes, Frances Hughes Beezley, and W. F. Payne land purchases.

Also, Mr. Jensen was in to learn what progress we were making towards settlement with him. His abstract was delivered to our office during the time of your last stay in El Paso, and the papers are at this time all here.

I will be glad to send the above abstracts over to you if you wish them for examination in Los Angeles or elsewhere, or will hold them here if you expect to make a trip in the near future to El Paso.

With best regards,

Very truly yours,

O. F. HARVEY

Clerk.

El Paso, Texas, Jan. 14, 1918.

Mr. E. C. Beezley,
E. F. D. #1, El Paso,
Texas.

Dear Sir:

The agreement of Mrs. Beezley and yourself to sell the United States certain land for right of way for the Juan d'Herrera Lateral System, was approved Jan. 4, 1918, and I am this day ordering abstract to cover such land.

When abstract is received and later examined at Los Angeles, if found satisfactory as to showing of title, a deed will be forwarded to you for execution.

Very truly yours,

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, December 11, 1917.

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

Subject: Forwarding contract for approval.

Agreement dated **December 6, 1917.** **Rio Grande** Project

Executed by **L. M. LAWSON, Project Manager.**

With **FRANCES HUGHES BEEZLEY and E. C. BEEZLEY, her husband.**

Estimated amount involved, \$ **60.00** (See Gen'l Order No. 124)

Purpose of agreement: **Purchase R/W Juan d'Herrera Lateral.**
(See instructions on back, Pars. 4 and 5)

Authority No. 5G-1.

Respectfully transmitted to Director, Washington, for approval. Enc: Orig. & 2 copies fm. letter contract. Orig. Rept. on Land Agreement. 1 blue print. 1 Cert. of Necessity.

Original and one copy of bond herewith. (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas, and District Counsel at El Paso, Texas, of the approval of the above.

L. M. LAWSON,
(Signature.)

Denver, Colo. Dec 11 1917
Chief of Const
P. M. P. 11 11 1917

~~Orig. & copies~~
Cert. of P.M.
Report on Land Agreement.
Blue Prints

(The blanks below to be filled in the Washington Office.)

approved by same officer on same date.

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington office and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit one copy of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the project manager and Chief of Construction are to be advised, three copies should be sent to the Washington office.

3. The Chief of Construction will make proper notation on his copy of the contract showing the date when the contract is forwarded by him.

4. Any special matter or information relative to the contract too long to write on the form should be set out in a statement or certificate accompanying the other papers.

5. When reference is made to previous correspondence the dates thereof should be given.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **December 6,** 191**7**, with
FRANCES HUGHES BEEZLEY and E. C. BEEZLEY, her husband,
for the purchase of land required for **Juan d' Herrera Lateral**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

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

.3 of an acre. (For description, see agreement herewith).

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.

Ysleta Town 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.

Frances Hughes Beezley and E. C. Beezley

R. F. D. #1, 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.

Owners are in possession.

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

Yes.

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

All of the land is under cultivation.

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.

Land is irrigated from the present Juan d'Herrera Ditch.

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

\$200 to \$300 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.

The above is a correct statement of the information procured.

Dated **El Paso, Texas, Dec. 11,** 191 **7.**

(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 United States Attorney for the district. 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 United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager 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., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case 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 United States Attorney for re-examination.

7. 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.

8. 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 cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent 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 cannot 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.

9. 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.

10. 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.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the Project Manager of the particular project, to be forwarded to the Director at Washington, D. C.

12. 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.

13. 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, a widow or widower.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

E. C. BEEZLEY
MANUAL TRAINING INSTRUCTOR
JUNIOR HIGH SCHOOL
El Paso, Texas

Aug. 20, 1917.

Mr. L. M. Lawson,
Engineer in Charge
Franklin Canal.
El Paso, Texas.

Sir—

Some time ago you addressed
a communication to me offering me
\$100.00 per acre for 0.67 acres of land
for the Juan de Herrera lateral. In as
much as this land cost me \$500.00
per acre I cannot accept such a
price.

You state that as the ditches will
be built by the government without
profit and will benefit all the
land owners that it seems right
that I should make this sacrifice.
I maintain that if this ditch will
benefit so great a number that it
is no more than right that all
should bear their pro rata share
instead of me standing such an
unreasonable amount of the cost.

Trusting you will give this your
just consideration, I am,

Sincerely

E. C. Beezley.

R. F. D. #1

El Paso, Tex.