

780

FRAZAR, J. A., et. ux.; Mattie

WARRANTY DEED JUAN DE HERRERA LATERAL

104

0023-00⁷⁴-0036-00

4-(36) Texas

792

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, J. A. Frasar and Mattie Frasar, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of
Six Hundred Forty-seven and 6/100 (\$647.00)

DOLLARS,

to ~~us~~ in hand paid by The United States of America, in pursuance of the
act 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 ~~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 SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 22, T. 31 S., R. 6 E., U.S.R.S. survey, being also in the Yaleta Grant, said tract being all of the land lying to the right or west of the center line of a certain ditch on the property line between the Grantors herein and J. Smith, and included in a tract of land 60 feet wide lying 30 feet on each side of a center line described as follows: Beginning at Station 99 plus 67.6 of said center line, which is a point on the property line between the Grantors and J. Smith, from which point the northwest corner of said sec. 22, T. 31 S., R. 6 E., lies north 1,421 feet and west 3149.8 feet; said property line bearing N. 57°16'30" W. and S. 57°16'30" E. 8.9 feet to a concrete post; thence N. 76°28'30" E. with property line between the Grantors and said J. Smith; thence from said point at Station 99 plus 67.8 of said center line to the right along the arc of a curve tangent to the last course and having a radius of 359.26 feet, a distance of 273.9 feet; thence S. 14°07' W. 604.2 feet; thence to the left along the arc of a curve tangent to the last course and having a radius of 955.36 feet, a distance of 104.5 feet; thence south 7°50'45" W. 333.4 feet; thence to the left along the arc of a curve tangent to the last course and having a radius of 287.94 feet, a distance of 197.1 feet; thence south 31°35' east 237.6 feet to Station 117 plus 18.5 of said center line, a point on the property line between the Grantors herein and J. Smith, said property line bearing south 43°23' west, and from which point the northwest corner of said sec. 22 lies north 3098 and west 3137.7 feet; said tract of land herein described containing 1.83 acres, more or less; the measurements being based on 100-foot chords;

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 ~~do~~ 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 El Paso, Texas, this 17th day of July A. D. 1918.

Witnesses at Request of Grantor

J A FRASAR

MATTIE FRASAR

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. A. Frazar and Mattie Frazar

known to me to be the person ~~s~~ whose name are subscribed to the foregoing instrument, and acknowledged to me that ~~t~~hey executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of July A. D. 1918
My com. expires June 1, 1919.

(SEAL)

GEO W. HOADLEY
Notary Public.

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
Mattie Frazar wife of J. A. Frazar

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 Mattie Frazar 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 18th day of July A. D. 1918
My com. expires June 1, 1919.

(SEAL)

GEO. W. HOADLEY,
Notary Public.

CERTIFICATE OF RECORD

THE STATE OF TEXAS;
COUNTY OF EL PASO :

I, W. D. Greet, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was refiled for record in my office, on the 13th day of December, A.D. 1918, at 8.20 o'clock A.M., and duly recorded the 14th day of December, A.D., 1918, at 11.30 o'clock A.M., in the Deed Records of said County, in volume 326, on page 358.

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.R. GREET, County Clerk,

By, J. M. Woodward, 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

CERTIFICATE

This is to certify that upon personal inquiry made at the office of El Paso County Treasurer I was informed that all taxes due and payable on land located in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 22, Township 31 south, Range 6 east, U.S.R. S., Survey, being also in Ysleta Grant, said tract of land containing 1.83 acres, more or less, in El Paso County, Texas, more particularly described in warranty deed, dated July 17, 1918, running from J. A. Frazar and Mattie Frazar, husband and wife, to the United States of America, are paid in full, with the exception of taxes for 1918, which were due October 1, 1918, (and as to these taxes it is recommended that this payment be waived, as the United States took possession of the land in January 1918, warranty deed running to the United States passed prior to October 1, 1918, and the portion of the land granted to the United States, 1.83 acres, is relatively a very small fraction of the entire holding of the grantors).

El Paso, Texas,
December 20, 1918.

C.F. HARVEY
Assistant District Counsel.

AFFIDAVIT AS TO POSSESSION

STATE OF TEXAS :
 : ss.
COUNTY OF EL PASO:

I, S. N. Schwabe, of El Paso, Texas, do solemnly swear that to my personal knowledge the land described in a certain conveyance running from Fred G. Lemley and the Southwestern Ostrich Farm, a corporation, to Mattie Frazar, dated June 22, 1916, which land is located in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 22, Township 31 South, range 6 east, U.S.R.S. Survey, being also in Ysleta Grant, said tract containing 1.83 acres, more or less, situate in El Paso County, Texas, was from May 1, 1913 the date of a certain conveyance running from myself and one Fred G. Lemley to the Southwestern Ostrich Farm, until June 22, 1916, held in actual, exclusive and continuous possession of myself and Fred G. Lemley of El Paso, Texas, and the Southwestern Ostrich Farm, myself and Fred G. Lemley representing the Southwestern Ostrich Farm, and that no person did during any of this period hold adverse possession of said described land.

S. N. Schwabe,

Subscribed and sworn to before me at El Paso, Texas,
this 20th day of December, A.D., 1918.

Maude E. Healy,

My commission expires:

June 1st, 1919.

Notary Public in and for El
County, T e x a s.

(SEAL)

El Paso, Texas,
Dec. 19, 1918.

Mr. S. N. Schwabe,
c/o Rio Grande Valley Bank & Trust Co.,
El Paso, T e x a s.

Dear Sir:

The United States has recently acquired a canal right of way from Mrs. Mattie Frazar, which right of way runs across the 27 acre tract in the Ysleta Grant some two miles northwest of the town of Ysleta, Texas, and which was conveyed to her by warranty deed dated June 22, 1916, running from Fred G. Lemley and the Southwestern Ostrich Farm.

From an examination of the title to this land I understand yourself and Mr. Lemley acquired title to it some time previous to May 1, 1913, which is the date of a conveyance running from yourself and Mr. Lemley to the Southwestern Ostrich Farm, also that you are the parties who represented this corporation.

We are securing a title guaranty in connection with our right of way purchase, but in addition to this our Department requires that we supply a certificate as to possession of the land. Mrs. Frazar has certified as to her possession since June 22, 1916, the date of the conveyance to her. However, this will only cover a period of about two and a half years, which is not long enough. As you are familiar with this land, we are taking the liberty of asking you to sign and return the enclosed affidavit, which we believe you will find self-explanatory. We trust that you will appreciate the necessities of the Government regulations in the matter and assure you that your kindness will be of considerable help to us.

Yours very truly,

C.F.HARVEY

Enc 1.

Assistant District Counsel.

El Paso, Texas,
Dec. 12, 1918.

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

Dear Sir:

Transmitted herewith is warranty deed for re-
recording, dated July 17, 1918, and running from J. A.
Frazier and Mattie Frazier to the United States of America.

Yours very truly,

C.F. HARVEY

Enc 1.

Asst. District Counsel.

Contract dated Jan 12, 1918

Juan d' Herrera Lateral

El Paso, Texas,
Dec. 10, 1918.

County Clerk, El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is release dated Nov. 30, 1918, running from Alice Watson, administratrix, to Mattie Frazar, and release dated August 20, 1918, running from Fred G. Lemley and S. N. Schwabe to Mattie Frazar.

Yours very truly,

C.F. HARVEY

Asst. District Counsel.

Enc 2.

Contract with Mattie Frazar and
J. A. Frazar, husband and wife,
dated Jan .12, 1918 - Juan d' Herrera

El Paso, Texas, August 8, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Receipt is acknowledged of your letter of the 7th, and the inclosed releases have been drawn, relating to the respective liens held by Fred G. Lemley and S. W. Schwabe and by E. H. Watson. We have written in the description of the land to be acquired by the United States, but have not at hand the detailed description of the entire Frazar tract, and as you probably have this in your records it can be readily supplied.

We will be pleased to have these releases recorded if you will return them to this office after securing their execution. The cost of this and any further charge you may make for handling the matter, if you will at once advise us of the same, will be deducted from final settlement with Mrs. Frazar, and will include the additional item, if any, in your voucher for the title guaranty.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.



TITLE GUARANTY

COMPANY

Offices

OF TEXAS

Houston-Dallas-Galveston-San Antonio-El Paso

El Paso, Texas, Aug. 7th. 1918.

P. W. Dent, Esq.
% United States Reclamation Service,
Mills Building,
El Paso, T e x a s.

Dear Sir:-

At your request we have examined the title to the Mattie Frazer land lying in the Ysleta Grant, through which you propose to secure a right of way.

Beg to advise you that the title to said property is substantially good in Mattie Frazer and her husband, J. A. Frazer subject to the following:

ONE.

At the time Mrs. Mattie Frazer bought the property, Fred G. Lemley and S. N. Schwabe retained four vendor's Lien notes against said property, same being dated June 22nd. 1916, executed by Mattie Frazer and husband, J. A. Frazer, said notes aggregating \$4,000. Thereafter Fred G. Lemley and S. N. Schwabe transferred notes 1 and 2 to E. H. Watson. Therefore, it will be necessary to secure a release of notes 1 and 2 from E. H. Watson, and a release from Fred G. Lemley and S. N. Schwabe of notes 3 and 4. Of course, these releases should be partial releases, covering the particular land which you desire to acquire.

TWO.

Mrs. Frazer should be required to pay all taxes.

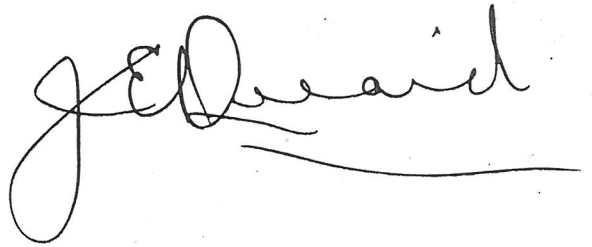
"IT IS BETTER TO BE SAFE THAN SORRY."

If you desire, we will draw the two (2) releases called
for above.

With best wishes, I remain,

Yours truly,

JEQ/1.

A handwritten signature in cursive script, appearing to read "J. E. Quinn", with a long horizontal flourish extending to the right.

El Paso, Texas, July 19, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated July 17, 1918, running from J. A. Frazer and Mattie Frazar to the United States.

Very truly yours,

P W DENT CPH

District Counsel.

incl.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, July 17, 1918.

213
214

Jones pd.

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 Mattie Frazar and J. A. Frazar, her husband, in SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 22, T. 31 S., R. 6 E., United States Reclamation Service Survey, County of El Paso, State of Texas, for the Rio Grande Project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

Geo. W. Hoadley

Field Assistant.

CH

El Paso, Texas, July 16, 1918.

Mrs. Mattie Frazar,
R. F. D. No. 1, Box 522,
El Paso, Texas.

Dear Madam:

In accordance with our understand^{ing} reached when you called at the office yesterday afternoon, we have ordered the Stewart Title Guarantee Company to prepare title guaranty for the land which you have agreed to convey to the United States for Juan d' Herrera lateral system, and are transmitting your abstract of title for their use in this connection.

Inclosed is warranty deed which yourself and Mr. Frazar should sign and return to this office at the earliest possible date. We will then put this on record, and when it is out of the recorder's office and the title guaranty is ready, we will be in a position to pay you the amount due you, less cost of the title guaranty.

Do not forget to affix internal revenue stamps amounting to \$1 to the deed. This is a war tax, and it is the custom for the grantor to pay it.

Very truly yours,

F W DENT CPH

District Counsel.

incl.

CH

El Paso, Texas, July 16, 1918.

Stewart Title Guarantee Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is abstract to Mattie Frazer land recently brought up to date by the El Paso Title Company. together with copy of warranty deed and a blueprint showing right of way to be granted by this party to the United States. We request title guarantee for the right of way, to be paid for by the United States, and are sending the abstract for your use in this connection.

Kindly return all papers when you have finished with them.

Very truly yours,

P W DENT CFH

District Counsel.

3 incls.

El Paso, Texas, Feb.14, 1918.

The County Clerk,

El Paso, Texas.

Dear Sir:

Please record inclosed agreement to sell, dated
January 12, 1918, executed by the United States with
Mattie Frazar et vir for proposed conveyance of right of
way - Juan d'Herrera Lateral.

Very truly yours,

Asst. District Counsel.

February 14, 1918.

Chief of Construction

Project Manager, El Paso, Texas.

Agreement January 12, 1918 - Mattie Frazier et vir -
purchase of 1.83 acres of land for right of way
purposes, Rio Grande project.

1. Reference is made to the Acting Director's
letter to this office dated February 5, 1918 on above
subject, copy to you, paragraph 2 of which is as
follows:

"Attention, however, is called
to the fact that the length of the
chord by which the curves were
measured should have been stated in
the description. See paragraph
34, page 183 of the Manual."

2. In future will you please see that the length
of the chord by which curves are measured is stated in
the description of land in connection with rights of
way.

R. F. WALTER

CC - D.C., El Paso, Texas. ✓

El Paso, Texas, Feb.9, 1918.

Mrs. Mattie Frazar,
R. F. D. #1, Box 522,
El Paso, Texas.

Dear Madam:

This is to advise you that your agreement to sell certain land to the United States for right of way - Juan d'Herrera Lateral System - dated January 12, 1918, has been approved.

According to Article 2 of said agreement, you are obligated to furnish an abstract covering the land to be conveyed, and you are therefore requested to have same prepared and forward to us at your early convenience in order that deed may be executed by you without delay, upon a proper showing of title to said land.

Very truly yours,

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas, Feb. 9, 1918.

Mrs. Mattie Frazar,
R. F. D. #1, Box 522,
El Paso, Texas.

Dear Madam:

This is to advise you that your agreement to sell certain land to the United States for right of way - Juan d'Herrera Lateral System - dated January 12, 1918, has been approved.

According to Article 2 of said agreement, you are obligated to furnish an abstract covering the land to be conveyed, and you are therefore requested to have same prepared and forward to us at your early convenience in order that deed may be executed by you without delay, upon a proper showing of title to said land.

Very truly yours,



Asst. District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, Jan. 17, 1918.

Mr. J. A. Frazier,
R. F. D. No. 1, Box 522,
El Paso, Texas.

Dear Sir:

The tract of land required by the United States for the Juan D'Herrera Lateral, amounting to one and eighty-three-hundredths acres, has been appraised, and the United States will allow you for same six hundred and forty seven dollars, (This includes the damage done to your orchard) the price agreed upon by the Board of Appraisors, composed of a representative of the Reclamation Service and of the Water Users Association.

Please sign and have acknowledged the enclosed Agreement to Sell, and oblige.

Yours very truly,

L. W. Lawson
Project Manager.

Enc.

CERTIFICATE.

I HEREBY CERTIFY That the land described in attached agreement dated January 18, 1918, with MATTIE FRAZAR and her husband, is necessary for purposes authorized by the Reclamation Act, viz: for right of way for the reconstruction of Juan d'Herrera Lateral, Rio Grande Project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

Project Manager.

El Paso, Texas,
January 22, 1918.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, Jan. 22, 1918.

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

Subject: Forwarding contract for approval.

Agreement dated **January 12, 1918.** **Rio Grande** Project.

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

With **MATTIE PRAZAR et vir**

Estimated amount involved, **\$647.00** (See Gen'l Order No. 124)

Purpose of agreement: **Purchase R/W JUAN G' HERRERA LATERAL SYSTEM**

(See instructions on back, Pars. 4 and 5)

Authority #5G-1.

Respectfully transmitted to the Director,
Washington, for approval.
11 Enclosures:
1 Orig. & 3 copies form letter.
1 " " " contract.
1 " Dept. of Necessity.
1 " Dept. of Land Agreement.
1 blue print.
1 Orig. report of appraisal board.

~~Original and 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.

- Incs.
- Orig. & 3 copies agmt.
- Cert. P.M.
- Report of Appraisers.
- Two blue prints.
- Report on Land Agmt.

L. M. LAWSON,
(Signature.)

H. R. Walter
Actg. Dir. of Construction
Denver, Colo. Jan. 26, 1918

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

Approved by Morris Bien, Acting Director

FEB 4 - 1918

Date of approval FEB 4 - 1918

Bond, if any, approved by same officer on same date.

Signal enclosed for return

JAN 30 '18 76268

Morris Bien, Acting Director

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

Witnesses :

GEO. W. HOADLEY
El Paso, Texas
of ~~MATTIE FRAZAR~~

MATTIE FRAZAR

GEO. W. HOADLEY
El Paso, Texas,
of J. A. FRAZAR, sr.

J. A. FRAZAR, sr. Vendor.

A. B. PREUSS,
of El Paso, Texas,
A. B. PREUSS,

L. H. LAWSON
For and on behalf of the United States.

of El Paso, Texas.

STATE OF Texas }
COUNTY OF El Paso } ss :

I, JESSIE E. N. HOWE a Notary Public in

in and for said county, in the State aforesaid, do hereby certify that on this day personally appeared GEO. W. HOADLEY, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing and after being duly sworn by me stated on oath that he saw MATTIE FRAZAR and J. A. FRAZAR, sr., the persons who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the persons who executed the same.

signed, sealed, and delivered said instrument of writing as 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 day of January 8, 191

[SEAL.]

June 1, 1919.

Notary Public in & for El Paso County, Texas.

My commission expires

Approved , 191

We, the undersigned members of the board designated to fix the value of the land proposed to be purchased by the United States of Mattie Frazier ^{husband} as right of way for the JUAN D' HERRERA LATERAL, Rio Grande project, as shown upon agreement to sell hereto attached, find that the fair and reasonable value of said land and rights is \$647.00

T. D. PORHCEER
Representative El Paso Valley
Water Users' Assoc.

GEO. W. HOADLEY
Representative U. S. Recla-
mation Service.

El Paso, Texas,

January 16, 1938.

RELEASE UNDER VENDOR'S LIEN.

STATE OF Texas,
COUNTY OF El Paso,

WHEREAS, on the _____ day of _____, A. D. 191 _____,
Fred G. Lemley and S. N. Schwabe

_____ of El Paso,
County of El Paso, State of Texas, did execute,
acknowledge, and deliver to Mattie Frazar

of El Paso, County of El Paso,

State of Texas, a certain conveyance wherein a vendor's lien is
operative,
duly recorded in the records of El Paso County, Texas

in Book _____, page _____, all that certain tract or parcel of land, lying and being
in the County of El Paso, in the State of Texas,

described as follows, to-wit:

AND WHEREAS, by agreement dated January 12, 1918, between the United States of America and said Mattie Frazar and J. A. Frazar, Sr., her husband, the said Mattie Frazar and J. A. Frazar

agree ^d to convey a certain tract or parcel of land for a canal right of way for the Rio Grande Project free of all existing liens or encumbrances, which land is described as follows:

A tract of land in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 22, T. 31 S., R. 6 E., United States Reclamation Service survey, being also in the Ysleta Grant, El Paso County, Texas, said tract being all of the land lying to the right or west of the center line of a certain ditch on the property line between the said Mattie Frazar and J. Smith, and included in a tract of land 60 feet wide lying 30 feet on each side of a center line described as follows: Beginning at Station 99 plus 67.8 of said center line, which is a point on the property line between the said Mattie Frazar and J. Smith, from which point the northwest corner of said sec. 22 lies north 1421 feet and west 3149.8 feet; said property line bearing N. 57° 16' 30" W. and S. 57° 16' 30" E. 8.9 feet to a concrete post; thence N. 76° 28' 30" E. with property line between the said Mattie Frazar and J. Smith; thence from said point at Station 99 plus 67.8 of said center line to the right along the arc of a curve tangent to the last course and having a radius of 359.26 feet, a distance of 273.9 feet; thence S. 14° 07' W. 604.2 feet; thence to the left along the arc of a curve tangent to the last course and having a radius of 955.36 feet, a distance of 104.5 feet; thence south 7° 50' 45" W. 333.4 feet; thence to the left along the arc of a curve tangent to the last course and having a radius of 287.94 feet, a distance of 197.1 feet; thence south 31° 35' east 237.6 feet to Station 117 plus 18.5 of said center line, a point on the property line between the said Mattie Frazar and J. Smith, said property line bearing south 43° 23' west, and from which point the northwest corner of said sec. 22 lies north 3098 and west 3137.7 feet; said tract of land herein described containing 1.83 acres, more or less;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That ~~we, the said Fred G. Lemley and S. N. Schwabe,~~

for and in consideration of the premises and of One Dollar (\$1.00) to ~~us~~ in hand paid, the receipt whereof is hereby acknowledged, do hereby remise, set over, release, and reconvey unto the said Mattie Frazar,

her heirs and assigns, all and singular, the property and premises herein last above described, forever free and quit of the above named encumbrance, expressly reserving, however, all rights under the said lien against all the remaining described land in the same manner and effect as if this release had never been executed.

IN TESTIMONY WHEREOF, we have

..... hereunto
subscribe d our names this, the day of August, A. D. 1918.

Signed, sealed, and delivered in the presence of—

FRED G. LEMLEY

S. N. SCHWABE

STATE OF Texas, }
COUNTY OF El Paso, } ss.

On this day of August, 1918,
before me personally appeared Fred G. Lemley and S. N. Schwabe,

..... to me known
to be the persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year
in this certificate first above written.

(SEAL)

.....
.....
Notary Public.

My commission expires

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **January 12,** 1918, with
MATTIE FRAZAR and husband,

for the purchase of land required for **JUAN D'HERRERA LATERAL SYSTEM**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

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

1.83 acres. Description in accompanying agreement to sell.

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 Grant, Texas.

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. A. Frazar and wife, Mattie Frazar, R.F.D.No.1, Box 522,
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 of the land.

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

Land is subject to right of way by virtue of water users' Assoc.

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 under cultivation - pear orchard.

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.

Irrigated from Juan d'Herrera Ditch

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

\$300 to \$500 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 **January 21,** 191**8.**

(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.

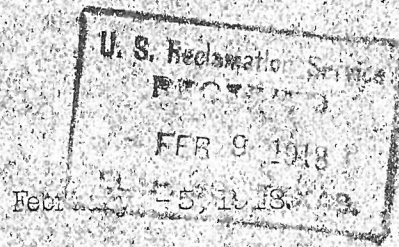
Belonging to

County of

State of

Submitted by

Date 191



Acting Director

Chief of Construction, Denver, Colorado.

Agreement January 12, 1918 - Mattie Frazer et vir - purchase of 1.83 acres of land for right of way purposes, Rio Grande project.

1. The above mentioned agreement, transmitted under Project Manager's form letter of January 22, 1918, has been approved and the original thereof returned the project office for record.

2. Attention, however, is called to the fact that the length of the chord by which the curves were measured should have been stated in the description. See paragraph 34, page 183 of the manual.

Morris R. ...

Copy-

P. M., El Paso, Texas.

THIS AGREEMENT, made 12th January

nineteen hundred and , between MATTIE FRAZAR

and J. A. FRAZAR, sr., his wife, of El Paso

County, Texas, for them, ~~yes~~ their heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas.

A tract of land situated in the southwest quarter of the northeast quarter (S W 1/4 NE 1/4) and the northwest quarter of the southeast quarter (NW 1/4 SE 1/4) of Section twenty-two(22), Township thirty-one (31) South, Range Six(6) East of the United States Reclamation Service Survey and in Yaleta(Texas) Grant, said tract being all the land lying to the right or west of the center line of a certain ditch on the property line between Vendor and J. Smith, and included in a tract of land sixty feet wide lying thirty feet on each side of a center line described as follows:

Beginning at Station 99+ 67.8 of said center line, a point on the property line between Vendor and J. Smith, from which point the northwest (NW) corner of Section twenty-two(22), Township thirty-one(31) South, Range six(6) east lies North one thousand four hundred twenty-one feet (1421') and west three thousand one hundred forty-nine and eight tenths feet(3149.8'), said property line bears N. 57°16' 30" W. and S. 57°16'30" E. eight and nine tenths feet(8.9') to a concrete post, and, Thence N. 76° 28' 30" E. with property line between Vendor and said J. Smith; Thence from said point at Station 99+67.8 of said center line to the right along the arc of a curve tangent to the last course and having a radius of three hundred fifty-nine and twenty-six hundredths feet(359.26') a distance of two hundred seventy-three and nine tenths feet(273.9'); Thence S. 14° 07' W. six hundred four and two tenths feet(604.2'); Thence to the left along the arc of a curve tangent to the last course and having a radius of nine hundred fifty-five and thirty-six hundredths feet(955.36') a distance of one hundred four and five tenths feet(104.5'); Thence S. 7° 50' 45" W. three hundred thirty-three and four tenths feet(333.4');

(Description continued on Sheet 1 hereto attached and made a part hereof)

Sheet No. 1

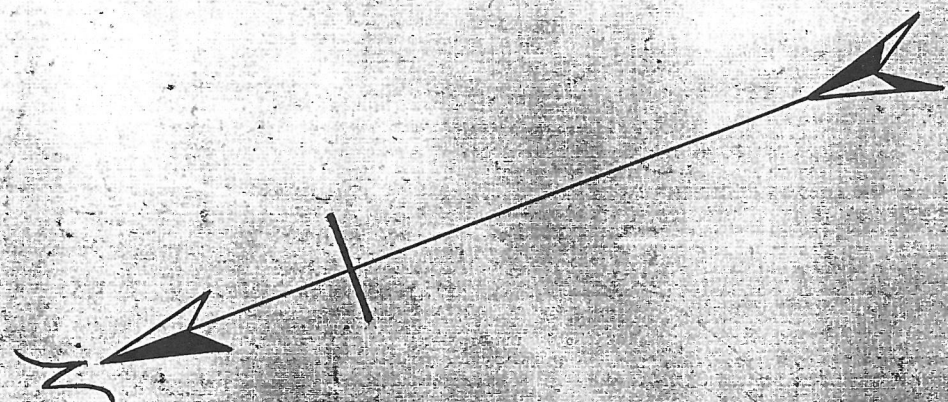
Thence to the left along the arc of a curve tangent to the last course and having a radius of two hundred eighty-seven and ninety-four hundredths feet (287.94'), a distance of one hundred ninety-seven and one tenth feet (197.1'); Thence S. 31° 35' E. two hundred thirty-seven and six tenths feet (237.6') to Station 117+18.5 of said center line, a point on the property line between Vendor and J. Smith, said property line bears S. 43° 23' W., and from which point the northwest (NW) corner of Section twenty-two (22), Township thirty-one (31) South, Range Six (6) east lies North three thousand ninety-eight feet (3098') and West three thousand one hundred thirty-seven and seven tenths feet (3137.7'); said tract of land containing one and eighty-three hundredths (1.83) acres, more or less.

9 Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

NOTICE

When deed is prepared, insert in description - "based on 100-foot chords" after the words - "a distance of one hundred ninety-seven and one-tenth(197.1)feet - "

Mrs. Frazer called at the .
office afternoon of July 15 and
stated that we could order title
guaranty at her expense, and allow
Stewart people to use her abstract
in getting out this guaranty.



J. SMITH.

N. 1421 FT. & W. 3149.8 FT. TO
N.W. COR. SEC. 22, T. 31 S. R. 6

CONCRETE POST 89.30' E
104.9 FT.

CONCRETE POST

STA. 99+6.78
S. 57° 16' 30" E
CONCRETE POST

RADIUS 55926 FT.

P.C. STA. 99+27.5

P.T. STA. 102+417

CENTER LINE OLD DITCH IS PROPERTY LINE

CENTER LINE NEW DITCH

MATTIE FRAZAR.

P.C. STA. 108+45.9

RADIUS 955.36 FT.

P.T. STA. 109+50.4

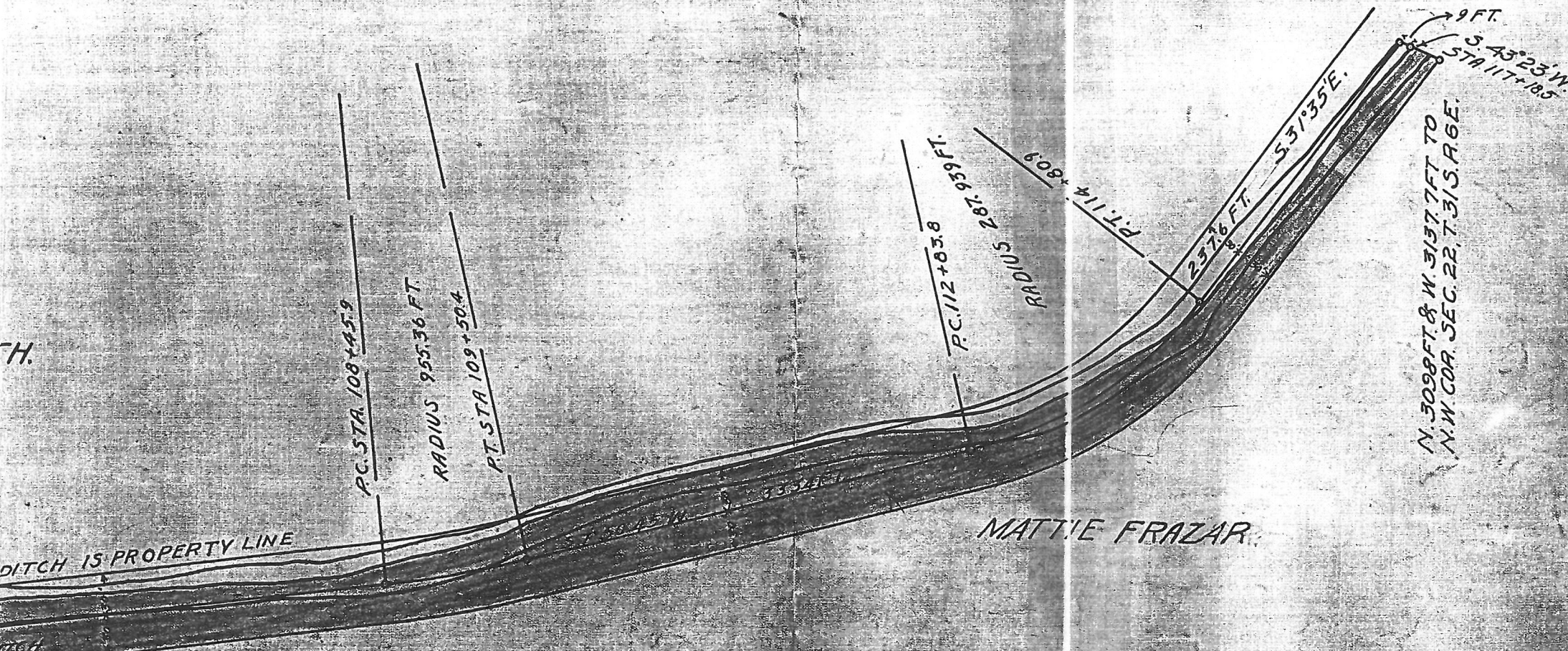
P.C. 112+83.8

RADIUS 267.939 FT.

RIGHT OF WAY
THROUGH PROPERTY OF
MATTIE FRAZAR
TOTAL = 183 ACRES
IN THE SW 1/4 ME 1/4 & NW 1/4 SE 1/4 SEC. 22 T. 31 S. R. 6 E.

W.D. 7/17/18
Recorded 7/25/18
Book 324 P. 134

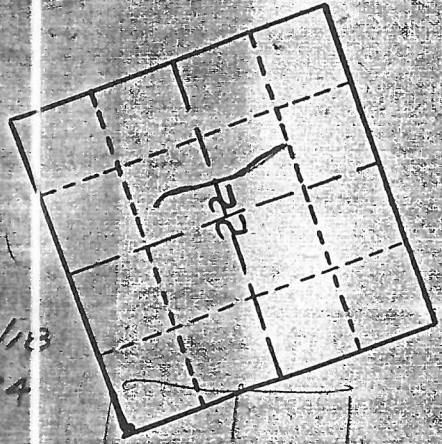
J. SMITH.



MATTIE FRAZAR.

RIGHT OF WAY
 THROUGH PROPERTY OF
 MATTIE FRAZAR
 TOTAL = 183 ACRES
 IN THE SW 1/4 ME 1/4 & NW 1/4 SE 1/4 SEC. 22 T. 31 S. R. 6 E.

W.D. 7/17/18
 Recorded 7/25/18
 Book 324 Pg 134



SCALE 1" = 100'
 DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJ. N.M.-TEX
 JUAN D'HERRERA LATERAL
 RIGHT OF WAY
 Drawn R.L.M. Recommended
 Checked Approved
 897 L.6 / E.L. PASO TEX. OCT 21 18

MATTIE FRAZAR.