

28

LOHMENSTEIN, MORITZ, et. ux., Juana

WARRANTY DEED

(104) JUAN DE HERRERA LATERAL

0023-0077-500¹⁹-00

11-(17) Texas

785

The State of Texas, }
County of El Paso.

Know all Men by these Presents: that

We, Moritz Joewenstein and Jusna Loewenstein, husband and wife,

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

Two hundred fifty-five and 60/100

DOLLARS

to **us** in hand paid by **the United States of America**, in pursuance of the provisions of the act of June 17, 1902 (32 Stat. 588).

the receipt of which is hereby acknowledged

ha **ve** Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said **The United States of America**

~~of the County of~~ **and** ~~of all those~~ ~~XXXXXX~~ certain tracts or parcels ~~of land~~ lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

Two tracts of land aggregating two and sixty-five hundredths (2.65) acres, situated respectively in the northeast quarter of the southwest quarter and the northwest quarter of the southeast quarter, and in the north half of the southeast quarter of section thirty-six (36), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, Yaleta Grant, each tract being a strip of land sixty (60) feet wide lying thirty (30) feet on each side of a center line particularly described in the two (2) blueprints hereto attached and made a part hereof;

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 at this **13th** day of

May, A. D. 191**8** **Moritz Loewenstein**

Witness at Request of Grantor.

ROBERTA ESPINO
County of El Paso

Correct as to Engineering Data

THE STATE OF TEXAS, }

County of El Paso.
Notary Public

Before me L A Foix, J P and ex officio

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

Moritz Loewenstein

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 13 day of May A. D. 1918

L A FOIX J P and Ex Officio Notary

Public El Paso Co Texas

THE STATE OF TEXAS, }

County of El Paso.
Notary Public

Before me L A Foix J P and ex officio

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

Juana Loewenstein

wife of Moritz Loewenstein

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

Juana Loewenstein

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 15th day of May A. D. 1918

L A Foix J P and ex officio

Notary Public El Paso Co Texas

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

day of 17, A. D. 1918, with its certificate of authentication, was filed for record in my

office this 17 day of May, A. D. 1918, at 4 20 o'clock P M.

and duly recorded this 21 day of May, A. D. 1918, at 3 20 o'clock P M.

in the records of said County, in Volume 317 on Pages 110

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 I M Woodard

Deputy.

TO

WARRANTY DEED

SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

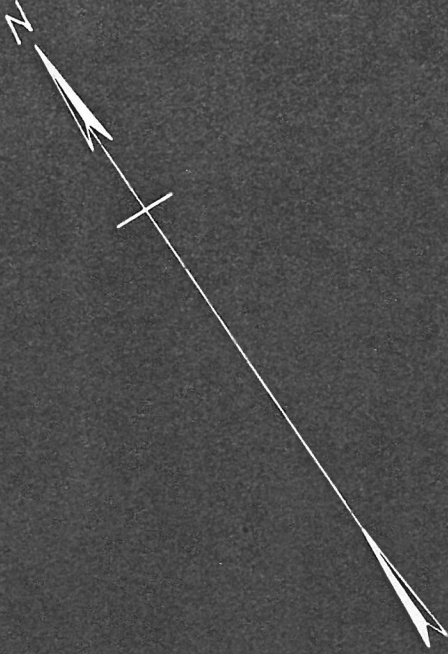
Filed for record 1918

at o'clock M.

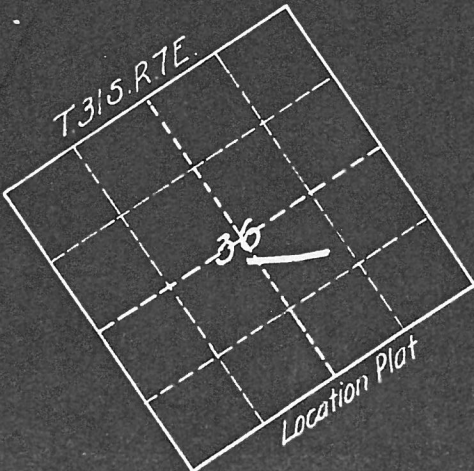
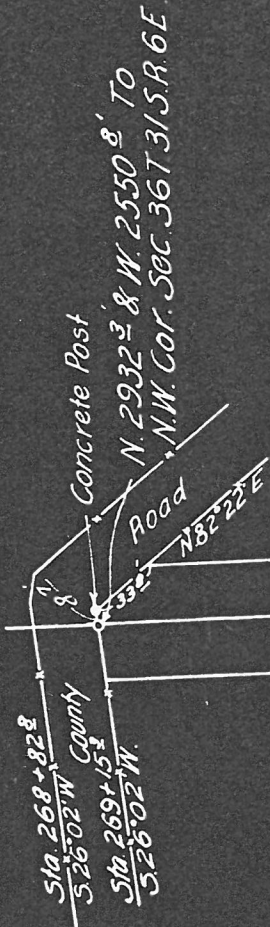
Clerk County Court.

By Deputy.

ELLIS EL PASO

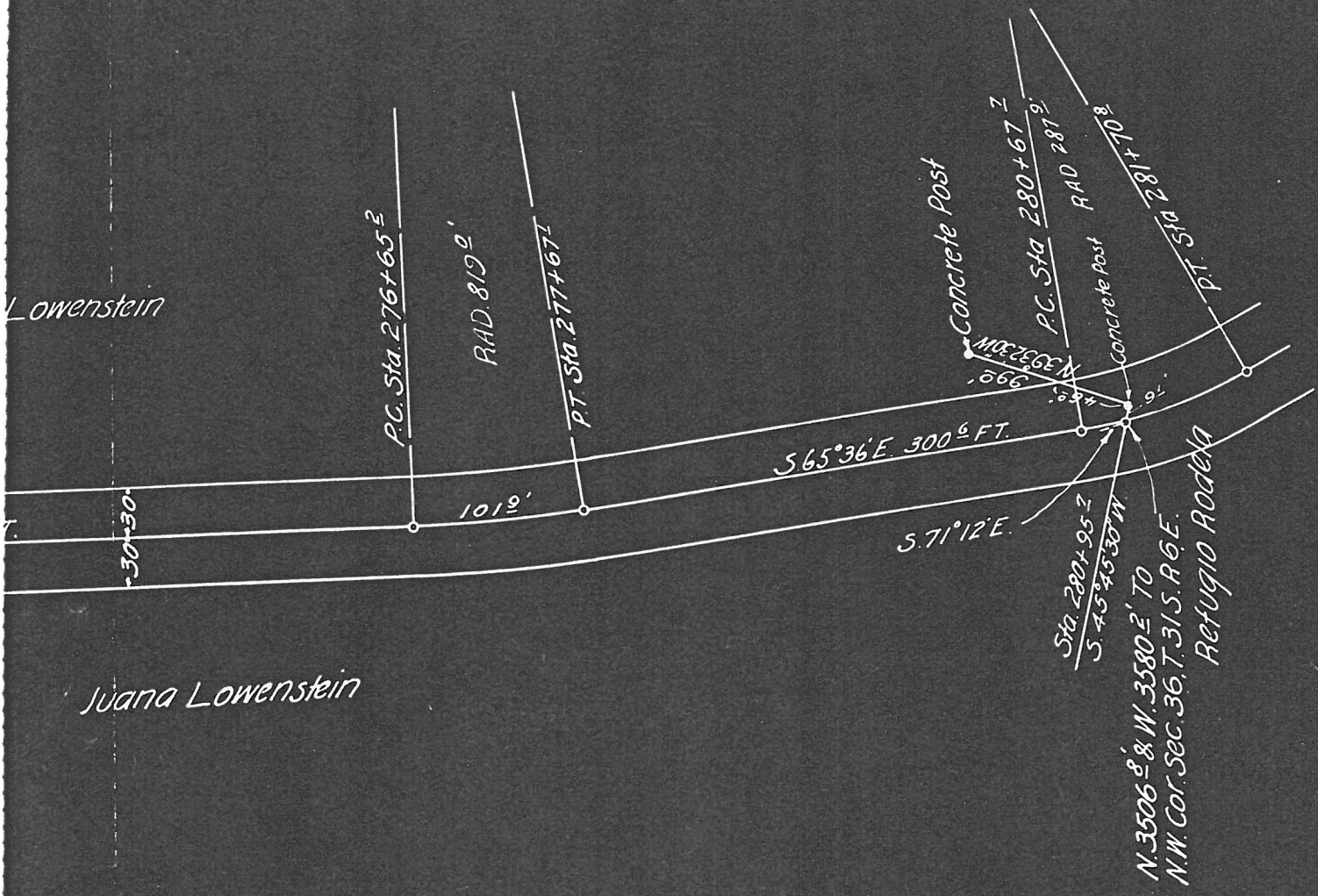


Juana Lowenstein



Juana L

RIO
THROUGH
JUANA
I.
In the N.E. 1/4 of S
U.S.R.S. S
EI Pa



RIGHT OF WAY
 THROUGH PROPERTY OF
 JUANA LOWENSTEIN
 1.61 Acres.
 In the N.E. 1/4 of S.W. 1/4 & N.W. 1/4 of S.E. 1/4 Sec. 36,
 T. 31 S. R. 6 E.
 U.S.R.S Survey, Ysleta Grant
 El Paso, County, Texas.
 Tract No. 1.

Legend:
 R/W To be conveyed

Scale: 1" = 100'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJECT N.M. & TEX. JUAN D'HERRERA LATERAL RIGHT OF WAY	
Drawn by	A.O.D. Recommended
Checked by	Approved
897461	El Paso, Tex. Jan. 8/18

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, June 27, 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 Moritz Loewenstein and Juana Loewenstein, in NE $\frac{1}{2}$ SW $\frac{1}{2}$, NW $\frac{1}{2}$ SE $\frac{1}{2}$, and N $\frac{1}{2}$ SE $\frac{1}{2}$ sec. 36, T. 31 S., R. 6 E., United States Reclamation Service survey, 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.

GEO W HOADLEY

Field Assistant.

I, C. F. Harvey, Clerk, certify that upon personal inquiry at the office of the El Paso County tax collector, I was informed that all taxes which are assessed and due on the above described land are all paid up to date.

C F HARVEY

Clerk.

El Paso, Texas,
June 27, 1918.

June 24, 1918.

Acting Director

Chief of Construction.

Contract of Feb. 25, 1918, with Juana Loewenstein, et vir,
for purchase of 2.65 acres of land for right of way
purposes, Rio Grande project.

1. Your letter of June 15, 1918 with enclosures mentioned
therein, received.

2. Arrangement to be made with the lessee as outlined in
paragraph 2 of project manager's letter of June 11, 1918 appears
to be satisfactory. There is no need of advance discussion of
leasehold interests unless they are such as to present possible
difficulty in securing possession when needed for the work of
the service.

M. W. B. B.

Copy to P.M., El Paso
D.C., " "

El Paso, Texas, June 11, 1918.

From Project Manager

To Chief of Construction, Denver.

Subject: Contract dated February 25, 1918, with Juana Loewenstein, et vir., for the purchase of 2.65 acres of land for right of way purposes - Rio Grande Project.

1. Receipt is acknowledged of letter of June 7 from Acting Chief of Construction, which incloses copy of letter of May 4 from the Acting Director. It is noted that request is made for information as to the manner of releasing lessee's interest in the land involved in the above purchase.

2. This is to advise that the transaction will be completed by title guarantee from the Stewart Title Guarantee Company. This company (and the United States) will of course see to it that lessee's interest is cleared from the records before making payment under the agreement to convey. This will be accomplished either by a release of leasehold or regular form of quitclaim deed running from lessee to Loewenstein. The former method is much in vogue in Texas. The transaction will be between lessee and Loewenstein, and probably concern only the relatively small tract of land which the United States is to acquire, and will, of course, be concluded before the United States accepts Loewenstein's warranty deed.

3. Frequently there is a lease, mortgage, or other encumbrance on land agreed to be conveyed, and these matters are reported upon in the "Report on land agreement." This, however, is always with the understanding that the encumbrance will be duly taken up and disposed of when the matter of title is passed upon. Is it desired to discuss these matters in advance by correspondence of this nature? If this is necessary, would it not be well to dispose of the matter in some way when first sending in the contract for approval?

incl. extra copy letter.

L M LAWSON

El Paso, Texas, June 4, 1918.

Project Manager, Rio Grande Project,

Chief of Construction, Denver, Colo.

Contract dated February 25, 1918, with Juana Loewenstein, et vir, for the purchase of 2.65 acres of land for right of way purposes, Rio Grande project.

1. Receipt is acknowledged of your letter dated May 27, 1918, calling attention to your office letter of May 10, requesting that report asked for in Director's letter of May 4, 1918 be made as soon as possible.

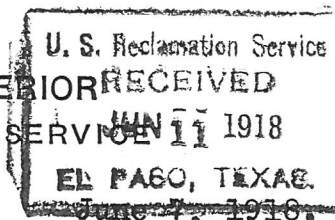
2. This office has no record of having received letter of May 4, and it is believed that it must have been missent or lost in the mail.

3. If you will kindly have a copy of this letter forwarded, the report requested will be mailed at once.

- - - -

L. M. LAWSON *rl*

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TRAMWAY BUILDING
DENVER, COLO.



From Acting Chief of Construction.
To Project Manager, El Paso, Texas.
Subject: Contract dated February 25, 1918, with Juana Lowenstein, et vir, for the purchase of 2.65 acres of land for right of way purposes, - Rio Grande Project.

1. In compliance with your letter of June 4 on the above subject, which is in reply to letters from this office to you dated May 10 and May 27, 1918, there is enclosed herewith copy of the Acting Director's letter of May 4, 1918, to this office.

2. Please advise if the tenant on the land covered by the contract of February 25, 1918, with Juana Lowenstein, et vir, will be effected by said contract, and if so, what arrangement has been or will be made with him.

3. Please address your reply to the Chief of Construction and transmit the same in duplicate.

Enc.

Chas H Williams

CC to DC, El Paso, Texas.

file

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TRAMWAY BUILDING
DENVER, COLO.

U. S. Reclamation Service
RECEIVED
MAY 31 1918
EL PASO, TEXAS

May 27, 1918.

From Acting Chief of Construction.
To Project Manager, El Paso, Texas.
Subject: Contract dated February 25, 1918, with Juana Loewenstein et vir, for the purchase of 2.65 acres of land for right of way purposes - Rio Grande Project.

1. Reference is made to office letter to you dated May 10, calling attention to the Acting Director's letter of May 4, 1918, to this office, copy of which was sent to you from Washington, and requesting that reply in duplicate addressed to this office, answering the question asked in paragraph 2 of the Acting Director's letter, be submitted.

2. To date your reply has not been received and it will be appreciated if you will give the matter early attention.

--- R. F. Walter

CC to DC, El Paso, Texas.

Reference to Mr. Hoover - Letter of May 10th not received (by Mr. Hoover) this probably refers to letter of April 18th in which inquiry is made as to description of the two tract parcels for right of way. Explanation of this is in a letter from the Acting Director dated May 10th.
file

Letter of May 10th not received. file

El Paso, Texas, May 22, 1916.

Mr. Moritz Loewenstein,

Ysleta, Texas.

Dear Sir:

The company that is to furnish the title guarantee for your land is having some difficulty in tracing the particular conveyances leading up to your holding. It is suggested that you had better call on the Stewart Title Guarantee Company, Two Republics Building, El Paso, as soon as you can conveniently make a trip to El Paso to do so. You can probably explain to this company in a very short time what it might otherwise put them to considerable trouble to learn. Also, bring your title abstracts with you and any other papers you may have that will help to give the desired information.

Very truly yours,

P W BENTON CPH

District Counsel.

El Paso, Texas, May 17, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated May 13, 1918, running from Moritz Loewenstein and wife to the United States of America.

Two extra blueprints on cloth are also inclosed for your use in recording.

Very respectfully,

P W DENT CFS

District Counsel.

incls.

El Paso, Texas, May 14, 1918.

Mr. Moritz Loewenstein,

Ysleta, Texas.

Dear Sir:

Upon examination of the warranty deed executed by yourself and Mrs. Loewenstein, it is noted that no internal revenue stamp is affixed to this instrument. It will be necessary for you to buy a 50 cent stamp and put it on the deed, cancelling the stamp with your initials and those of your wife. Kindly do this and mail the deed back to our office at your early convenience.

Very truly yours,

F W DEHT CPH

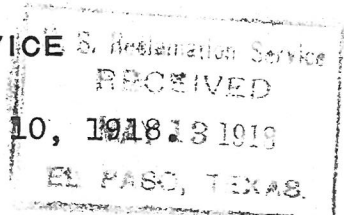
District Counsel.

incl.

C-2-1

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TRAMWAY BUILDING
DENVER, COLO.

May 10, 1918



From Acting Chief of Construction.
To Project Manager, El Paso, Texas.
Subject: Contract dated February 25, 1918 with Juana Loewenstein et vir, for the purchase of 2.65 acres for right of way purposes - Rio Grande Project.

1. Reference is made to the Acting Director's letter of May 4, 1918, to this office on the above subject, copy to you from Washington.

2. Please submit reply in duplicate addressed to this office, answering the question asked in paragraph 2 of the Acting Director's letter.

Charles Williams

CC to DC, El Paso, Texas.

*Checked copy
taken care of by D.C.*

CH

El Paso, Texas, May 9, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Inclosed is copy of warranty deed to be executed by Moritz Loewenstein, together with blueprints descriptive of the two tracts of land to be conveyed. You are requested to furnish title guarantee for this land, and we will have the original deed recorded as soon as Mr. Loewenstein returns it properly executed.

Very respectfully,

P W DENT CFH

District Counsel.

3 incls.

El Paso, Texas, May 9, 1918.

Mr. Moritz Loewenstein,

Ysleta, Texas.

Dear Sir;

Pursuant to your consent stated in this office this morning, we are notifying the title guarantee company to furnish guarantee for your land to be conveyed for right of way for the Juan d' Herrera lateral system, the cost of this guarantee to be paid for by the Reclamation Service and deducted from the voucher in payment to you.

A deed is inclosed herewith to be duly executed by yourself and Mrs. Loewenstein. Upon return its return to this office, its being recorded, and proper title guarantee being furnished, a check can be drawn for payment of the purchase price of the land.

Very truly yours,

P W DEWITT CPH

District Counsel.

incl.

El Paso, Texas, May 8, 1918.

CH

*Called at office
May 9
See our letter
of 8*

Mr. Moritz Loewenstein,

Ysleta, Texas.

Dear Sir:

You are informed that the contract dated February 25, 1918, which yourself and Mrs. Loewenstein executed, to convey land to the United States for right of way for the Juan d' Herrera lateral system, has been approved.

In this contract you agreed to furnish an abstract of title for the land to be conveyed. However, this office has made arrangements with the Stewart Title Guarantee Company to accept their guarantee contracts instead of making our own examination of title. The charge for this guarantee would be about \$10 and it is thought that you would rather take advantage of this method than to have to pay for an expensive abstract. Kindly indicate your wishes and we will proceed with the transaction. After the matter of title is disposed of you will be called upon to execute a warranty deed, and after this deed is recorded a check can be drawn in payment of the amount due you.

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Very truly yours,

P W DENT OFH

District Counsel.

El Paso, Texas, May 8, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated February 25, 1918, between Juana Loewenstein and Moritz Loewenstein and the United States. Extra blueprint is attached for your use in recording.

Very respectfully,

P W BENT OFH

District Counsel.

2 incls.

My files do not contain
any letters of June 4 -
or May 4-10- or 27. Stewart
people now preparing title
guaranty, They will
probably want lessee to
quitclaim his interest as to
our particular right of
way, or otherwise release
such interest.

Harvey

C O P Y

Washington, D. C. May 4, 1918.

Acting Director.

Chief of Construction.

Contract dated Feb. 25, 1918, with Juana Lowenstein et vir, for the purchase of 2.65 acres for right of way purposes, - Rio Grande Project.

1. By your reference of April 26, 1918 receipt is acknowledged of the above mentioned contract transmitted with project manager's form letter of Feb. 27, 1918.

2. The contract has been approved and the original returned to the project manager for record and further appropriate action. Statement is made at par. 4 of the report on land agreement that a tenant is in possession of the premises under a yearly lease expiring in November 1918. Please advise what arrangement has been or will be made with the tenant in case his interest in the premises is affected by the acquisition of the area by the U. S. for right of way purposes.

Morris Bien.

CC to PM, El Paso, Texas.

El Paso, Texas, April 23, 1918.

From Project Manager

To Chief of Construction, Denver.

Subject: Contract of February 25, 1918, with Juana Loewenstein et vir for purchase of land needed as right of way for Juan d' Herrera lateral - Rio Grande Project.

1. Receipt is acknowledged of your letter of the 18th instant.
2. The proper blueprints are now attached to the contract, which includes the additional print showing 1.61 acres.
3. In regard to the manner of describing the land in the agreement, one of the tracts intersects the ~~the~~ quarter line of the north half of the south half of the section, and the other one the quarter-quarter line of the north half of the southeast quarter; hence in referring to one the north-east quarter of the southwest quarter and the northwest quarter of the southeast quarter was the designation used, and to the other, the north half of the southeast quarter was used.
4. The contract and related papers are returned herewith.

L M LAWSON

incls.:
1 orig. & 3 copies form letter.
1 orig. & 3 copies contract.
1 orig. & 2 copies rept. on agreement.
1 orig. & 1 copy certificate of
recommendation.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE APR 22 1918
TRAMWAY BUILDING
DENVER, COLO.

EL PASO
April 18, 1918.

From Chief of Construction.

To Project Manager, El Paso, Texas.

Subject: Contract of February 25, 1918, with Juana Loewenstein et vir for purchase of land needed as right of way for Juan d'Herrera Lateral - Rio Grande Project.

1. The above mentioned contract was received in this office on April 15, with your form letter dated February 27, 1918, and was immediately referred to the office of Chief Counsel, Denver Division.

2. This contract provides for the purchase of two tracts of land aggregating 2.65 acres, and two prints are referred to in the contract as being attached and made a part thereof. There was but one print (897 L 61) attached to the original and each copy of this contract, when the same was received here and that print covers but 1.04 acres.

3. The contract and other papers enumerated below are returned herewith, in order that proper prints may be attached thereto before the contract is transmitted by this office to Washington for approval.

4. In this connection, it is noted that the two tracts of land are described in the contract as being,

"situated respectively in the Northeast quarter of the Southwest quarter ($NE\frac{1}{4}$ $SW\frac{1}{4}$) and the Northwest quarter of the Southeast quarter ($NW\frac{1}{4}$ $SE\frac{1}{4}$), and the North half of the Southeast quarter ($N\frac{1}{2}$ $SE\frac{1}{4}$) of Section thirty six (36)."

Will you please advise the reason for the apparent duplication of some of this description? It would seem that to state the land is in the North half of the Southeast quarter ($N\frac{1}{2}$ $SE\frac{1}{4}$) of said section would be sufficient instead of stating that the land is in the Northwest quarter of the Southeast quarter ($NW\frac{1}{4}$ $SE\frac{1}{4}$) and the North half of the Southeast quarter ($N\frac{1}{2}$ $SE\frac{1}{4}$).

Encs:

- 1 Orig. & 3 copies of form letter.
1 Orig. & 3 " " contract.
1 " & 2 " " report on land agreement.
1 " & 1 copy of certificate of necessity.
4 blue prints.
CC to DC, El Paso, Texas.

F. W. W. W.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas, February 27~~, 1918.

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

Subject: Forwarding contract for approval.

Agreement dated **February 25, 1918.** **Rio Grande** Project.

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

With **JUANA LOEWENSTEIN et vir**

Estimated amount involved, \$ **255.60** (See Gen'l Order No. 124)

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

Authority No. **2.50-1.**

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.)

- Incs.
- Orig. & 3 copies Agmt.
- Rept. on Ind. Agmt.
- Cert. P.M.
- Two blue prints to Orig. & each copy agmt.

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

Approved by **Morris Bien, Acting Director**

MAY 4 - 1918

Date of approval **MAY 4 - 1918**

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

Original enclosed for record and further appropriate action

MAY 1 '18 81995

Morris Bien, Acting Director

Respectfully transmitted to Director, Washington with recommendation that the contract be approved.

JUN 11 1918

Orig. & 3 copies form letter
" " " " contract
" " " " Report on Ind. Agmt.
" " " " Cert. of necessity
5 blue prints

Handwritten notes:
Guth
FSH
C.M.
permitted Book

Handwritten signature:
Coyd W. P. Williams

Acting Chief of Construction

CERTIFICATE.

I HEREBY CERTIFY That the land described in attached agreement dated February 25, 1918, with JUANA LOEWENSTEIN and MORITZ LOEWENSTEIN, her husband, is necessary for purposes authorized by the Reclamation Act, viz: for right of way - Juan d'Herrera Lateral System, 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,
February 26, 1918.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **February 25,**

191 **8** with

Juana Loewenstein and Moritz Loewenstein, 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.

**2.65 acres situated in NE $\frac{1}{4}$ SW $\frac{1}{4}$, and NW $\frac{1}{4}$ SE $\frac{1}{4}$, and N $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 36,
Tp. 31 South, Range 6 East, U.S.R.S., Ysleta Grant, 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.

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.

Juana Loewenstein and Moritz Loewenstein,

Ysleta, 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.

**Geo. M. Holmes in possession as tenant under yearly lease
expiring in November 1918. Address - Ysleta, Texas.**

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 contract with
El Paso Valley 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.

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.

Irrigated from 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 **March 1, 1918.**

~~191~~

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

(Title) **Field Assistant,**
In Charge of Negotiations.

Approved:

Project Manager.

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

Witnesses :

Mrs. W. B. Glendon, Jr.,
of Teleta, Texas.

JUANA LOEWENSTEIN

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

MORITZ LOEWENSTEIN
Vendor.

of

I. M. LAWSON,
For and on behalf of the United States.

of

STATE OF }
COUNTY OF } ss :

I, JESSIE E. M. HOWE, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that on this day personally appeared A. B. PREUSS, known to me to be the person whose name is who personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw JUANA LOEWENSTEIN and MORITZ LOEWENSTEIN, the grantors or persons who executed the foregoing instrument, subscribe the same, and that she 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 free and voluntary, for the uses and purposes therein set forth.

I further certify that I did examine the said separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she 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 February 8, 1919

[SEAL.]

My commission expires June 1, 1919. Notary Public in and for El Paso County, Texas.

Approved , 1919

THIS AGREEMENT, made this 25th day of February

nineteen hundred and eighteen, between JUAN LOEWENSTEIN

and NOBIS LOEWENSTEIN her husband, El Paso

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

L. H. LANSON, 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:

Two tracts of land aggregating two and sixty-five hundredths (2.65) acres, situated respectively in the Northeast quarter of the Southwest quarter (NE 1/4 SW 1/4) and the Northwest quarter of the Southeast quarter (NW 1/4 SE 1/4), and the North half of the Southeast quarter (N 1/2 SE 1/4), of Section thirty-six (36), Township thirty-one (31) South, Range six (6) East, U. S. R. S. Survey, Yaleta Grant, each tract being a strip of land sixty (60) feet wide lying thirty (30) feet on each side of a center line particularly described in the two (2) blue prints hereto attached, and made a part hereof.

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of **TWO HUNDRED FIFTY-FIVE and 60/100 (\$255.60)** - -

.....dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until.....

February 20, 1918,..... notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until **February 20, 1918;** except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of **twenty-four** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

10. 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 State from all liability due to the failure of Congress to make such appropriation.

Referring to description. —

Tract #1 as properly described as being in
NE¹/₄, SW¹/₄, and NW¹/₄ SE¹/₄ Sec 36, T 31 S, R 6 E,

and

Tract # 2 —

N¹/₂, SE¹/₄. Sec 36, T 31 S, R 6 E.

If described separately the above descriptions
will pass, but that of Tract #1 could be
simplified to read - N¹/₂ S¹/₂ Sec 36, T 31 S, R 6 E,

If the two tracts are described together
as appears to be the intention in the agreement,
they should be described as in

N¹/₂ S¹/₂ Sec 36, T 31 S R 6 E

VEK

4-23-18

1218 Mills Building,

El Paso, Texas, Feb. 16, 1918.

Mrs. Junna Lawenstein,
Ysleta, Texas.

Dear Madam:

The two tracts of land required by the United States for the Juan d'Herrera Lateral, as shown on the enclosed plats, have been appraised, and for tract number one the United States will allow you one hundred and twenty dollars the acre, and for tract number two at the rate of sixty dollars the acre, the price agreed upon by the Board of Appraisers, composed of a representative of the Reclamation Service and of the El Paso Valley Water Users' Association.

Please sign and have acknowledged the enclosed agreement to sell, and oblige.

Very truly yours,

Project Manager.

We, the undersigned members of the Board designated to fix the value of the land proposed to be purchased by the United States from JUANA LOWENSTEIN as right of way for the JUAN D'HERRERA LATERAL SYSTEM, Rio Grande project, as shown upon agreement to sell hereto attached, find that the fair and reasonable value of said land and rights is

#120⁰⁰/100 the acre for tract #1
60⁰⁰/100 " " " " #2

[Signature]
Representative El Paso Valley
Water Users' Association.

Geo. W. Hoadley
Representative U. S. Reclamation
Service.

El Paso, Texas,
2/15, 1918.