

180 ODEN, LAURA

WARRANTY DEED

(131) MESA DRAIN

0023-0081-0025-00

15-(25)

whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23rd day of February, A. D. 1918.

(Notarial Seal)

J.H. McBroom,

H. L. Reed,  
Notary Public, in and for  
El Paso County, Texas.

WHEREAS, the City of El Paso, did, by instrument dated January 24th, A. D. 1918, and recorded in Book 317, page 22, deed records of El Paso County, assigns and transfer to the El Paso Bitulithic Company all claims for paving assessments due it;

And whereas, the assessment shown in the above and foregoing release was paid to the City of El Paso before the date of said transfer, but no release for same was executed;

Therefore, the El Paso Bitulithic Company does hereby ratify and confirm the above and foregoing release, and does hereby quit claim all interest it may have in and to the property therein described.

Witness the hand and seal of said Company this 23rd day of February, A. D. 1918.

Attest:

W. A. Johnston,  
Secretary.

EL PASO BITULITHIC COMPANY,  
By H. L. Reed,  
President.

(Corp. Seal; El Paso Bitulithic Company,)

STATE OF TEXAS, )

COUNTY OF EL PASO. )

BEFORE ME, the undersigned authority, on this day personally appeared W. J. Reed, President of El Paso Bitulithic Company, 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, and as the Not and Seal of said El Paso Bitulithic Company.

Given under my hand and seal of office this 16th day of February, A. D. 1918.

(Notarial Seal)

H. L. Reed,  
Notary Public, El  
Paso County, Texas.

Filed for Record June 11, 1918, at 7:55 A.M. )

And Recorded June 12, 1918, at 2:30 P.M. )

... D. Grant County Clerk,  
By *L. A. Amador* Deputy.

977

WARRANTY DEED

STATE OF TEXAS, )

COUNTY OF EL PASO. )

KNOW ALL MEN BY THESE PRESENTS: That I, Laura Oden, a single woman, of the County of El Paso, State of Texas, in consideration of the sum of two hundred twenty four and 0/100 (\$274.00) Dollars, to me in hand paid by the United States of America, in pursuance of the provisions 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,

Book 323  
PAGE 231

all those 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:

A tract of land approximately 1 1/2 miles N.W. of the town of Clint, Texas, in S.W. 1/4 of N.W. 1/4 Sec. 26, T. 32 S., R. 7 E., and in N.E. 1/4 of N.E. 1/4 Sec. 27 of said township and range, U.S.R.S. survey, and being also in the S.W. corner of Survey No. 93, of the Socorro Grant, and being more particularly bounded and described as follows: Beginning at the S.W. corner, a point common to the properties of the Grantor herein, U.O. Coffin, and W.J. Harris, and running, thence N. 31° 52' W. 538.9 feet on the property line between the Grantor herein and U. O. Coffin; thence S. 43° 32' E. 346.1 feet to the S.E. corner, from which the N.W. corner of said sec. 26, bears S. 40° 11' E. 1,794.1 feet; thence S. 58° 08' W. 70 feet on the property line between the Grantor herein and W. J. Harris, to point of beginning; said tract containing 0.27 acre, more or less.

A tract of land approximately 2 1/2 miles N.W. of said town of Clint, in the N.E. 1/4 of N.E. 1/4 Sec. 27, said township and range, being also a part of Survey No. 93 and the Juan B. Olguin survey of the Socorro Grant, more particularly bounded and described as follows: Beginning at the S.W. corner, which is a point on the property line between the Grantor herein and U. O. Coffin, and running thence N. 43° 32' E. 735.1 feet; thence S. 10° 17' E. 320.2 feet on the property line between the Grantor herein and B. M. Worsham, to the N.E. corner, from which the N.E. corner of said sec. 27 bears N. 84° 52' E. 1,422.3 feet; thence S. 37° 37' East 76.3 feet; thence ~~N. 43° 32'~~ N. 45° 32' E. 879.8 feet to the S.E. corner, from which the S.E. corner of said sec. 27 bears N. 42° 47' E. 1,124.7 feet; thence S. 58° 08' W. 122.5 feet on the property line between the Grantor herein and U. O. Coffin to the point of beginning; said tract of land containing 2.32 acres, more or less.

A tract of land approximately 2 1/2 miles N.W. of said town of Clint, in the S. 1/2 of S.E. 1/4 Sec. 22, T. 32 S. R. 7 E., U.S.R.S. survey, being also a part of the Juan B. Olguin survey of the Socorro Grant, and more particularly bounded, and described as follows: Beginning at the S.W. corner, which is the point of intersection of two property lines between the Grantor herein and B.M. Worsham; running thence N. 31° 17' W. 109 feet on the property line between the Grantor herein and B. M. Worsham, to the N.W. corner, which is a point common to the properties of the Grantor herein, B.M. Worsham, and A. L. Glath; thence N. 56° 55' E. 54.6 feet on the property line between the Grantor herein and A. L. Glath to the N.E. corner, from which the S.E. corner of said Sec. 22, bears S. 82° 15' E. 1,707.3 feet; thence S. 37° 37' E. 116.7 feet, thence S. 63° 12' W. 67.7 feet on the property line between the Grantor herein and B.M. Worsham, to the point of beginning; said tract of land containing 0.15 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 assigns forever; and I do hereby bind myself, my heirs, executors, and administrators to warrant and forever defend, all and singular, the said premises unto the said the United States of America and its assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand at Clint, Tex., this 8th day of June A.D. 1918.

Witness at request of Grantor: \_\_\_\_\_

Laura Oden,

One 50¢ Documentary Rev. Stamp, Cancelled, L.O., 6/8/18.

THE STATE OF TEXAS, )

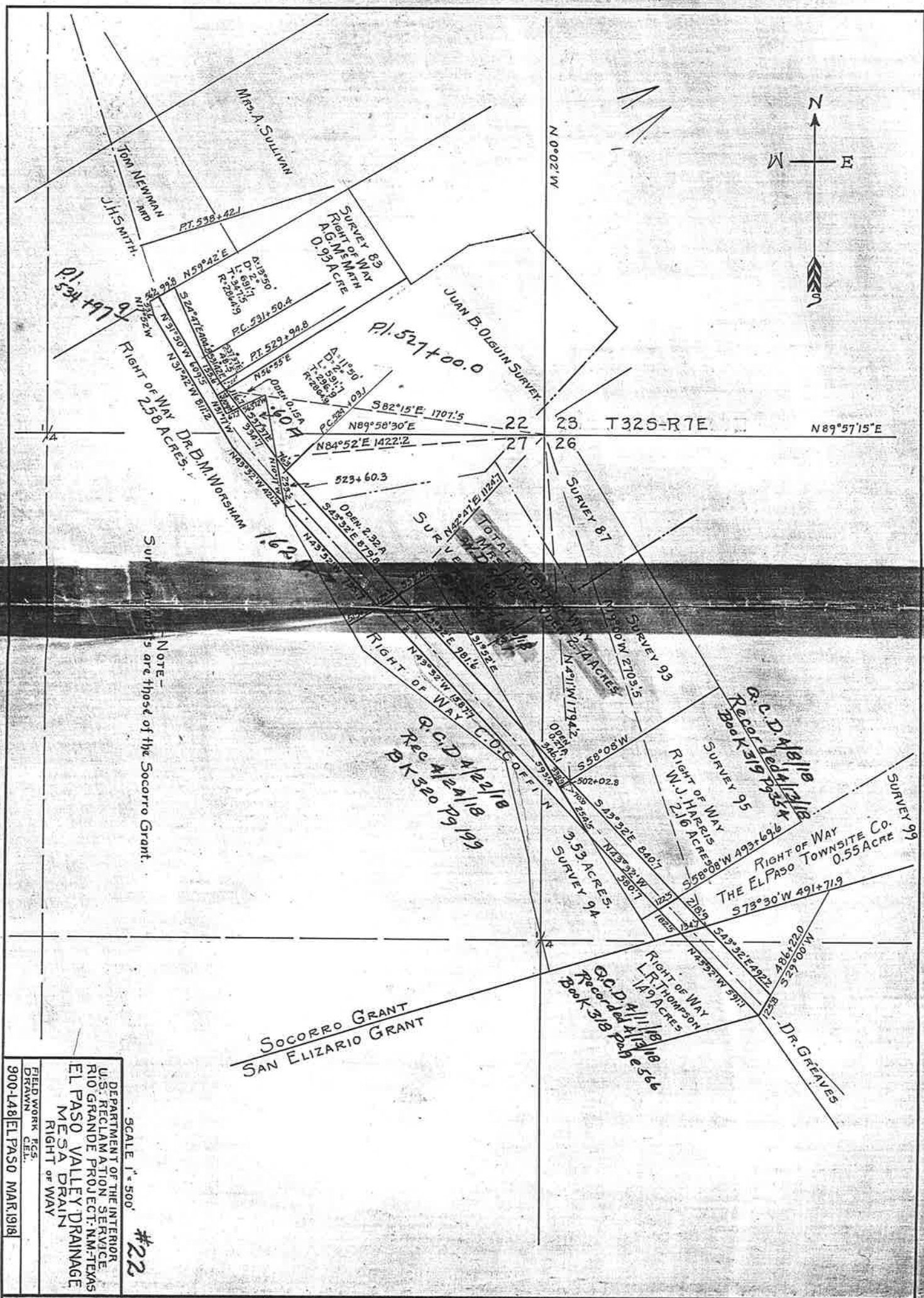
COUNTY OF EL PASO. )

JOSEPH E. BOWEN, a Notary Public in and for El Paso

County, Texas, on this day personally appeared Laura Oden, known to me to be the person

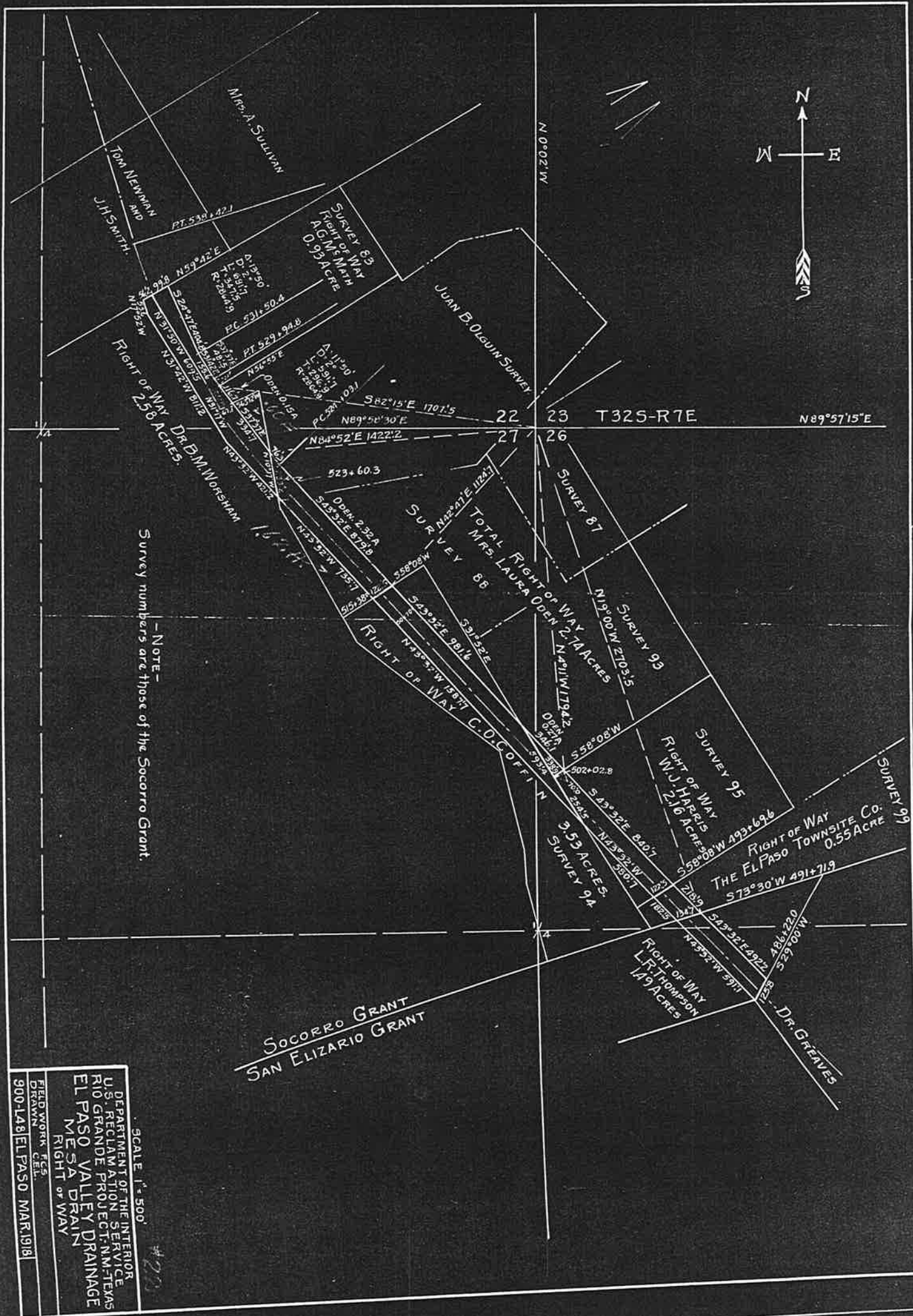












## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **the 13th day of April, 1916** 191 , with

**Laura Oden, a single woman,**

for the purchase of land required for **El Paso Valley mesa drain**

purposes, **Rio Grande** Project, **El Paso**

County, **Texas.**

1. State description and approximate area of land to be conveyed. **Two tracts of land: in SW $\frac{1}{4}$  NW $\frac{1}{4}$  sec. 26, T 32 S, R 7 E, SE $\frac{1}{4}$  NE $\frac{1}{4}$  sec. 27, same township and range; and in N $\frac{1}{2}$  NE $\frac{1}{4}$  sec. 27, T 32 S, R 7 E, U.S.R.S. survey, El Paso county, Texas.**

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

**Land is in State of 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.

**Laura Oden, owner, single woman, Clint, Texas.**

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

**Owner.**

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

**Contract embodied in subscription for stock in local water users' association.**



## 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.

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, April 22, 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 Laura Oden in SW $\frac{1}{4}$  NW $\frac{1}{4}$  sec. 26 and N $\frac{1}{2}$ NE $\frac{1}{4}$  sec. 27, SE $\frac{1}{4}$  NE $\frac{1}{4}$  sec. 27, T 32 S, R 7 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 of the improvements thereon, 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.





MACO STEWART  
PRESIDENT.

J. E. QUAID  
ATTORNEY



TITLE GUARANTY

COMPANY

Offices

OF TEXAS

Houston - Dallas - Galveston - San Antonio - El Paso

El Paso, Texas,

July 23rd. 1918.

United States Reclamation Service,  
12th Floor Mills Building.  
El Paso, Texas.

ATTENTION OF P. W. DENT,  
DISTRICT COUNSEL.

Gentlemen:-

Your letter of July 10th. to hand and contents  
noted.

Inclosed you will find the Title Guaranty on the  
Laura Oden tract.

Beg to advise that we are glad to have you call  
our attention to any Guaranty that you think is being delayed.  
In every instance the reason for delay, where there has been a  
delay, was caused by the fact that the land either had a mortgage  
on it, or we had to do something to straighten up the title.  
To illustrate: this Oden guaranty had a Mortgage, and we had to  
send to the Pacific Mutual Life Insurance Company of California  
for a release.

We will expedite all matters for you.

Thanking you for your business, and with very best  
wishes, we remain,

Yours truly,

JEQ/1.

"IT IS BETTER TO BE SAFE THAN SORRY."

CH

El Paso, Texas, July 10, 1918.

Stewart Title Guarantee Company,

El Paso, Texas.

Gentlemen:

Under date of June 4 we ordered title guaranty for Laura Oden land, but to date have not received it. Mrs. Oden has called at our office several times to know how we were progressing with her purchase, and if you can see your way to put this matter through we would appreciate it. We have written to this effect recently in regard to several other guaranties, and trust you will not think that we are unduly forward in making such inquiries or trying to put our business to the front to the exclusion of others.

Very truly yours,

P W DENT CFH

District Counsel.

El Paso, Texas, June 10, 1918 CH

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated June 8, 1918, running from Laura Oden to the United States.

Very truly yours,

P W DENT CWH

District Counsel.

incl.



El Paso, Texas, June 4, 1918.

Mrs. Laura Oden,  
Clint, Texas.

Dear Madam:

This morning we received approval of contract made with you and dated April 13. This contract is to-day being sent for official record in the County Clerk's office.

We are also asking the Stewart Title Guarantee Company to prepare a title guarantee for this transfer. The charge for this will be \$10 and this amount will be deducted from the payment to be made to you under the agreement.

Inclosed is warranty deed which you will please sign and acknowledge and return to this office as soon as possible. It will, of course, be necessary to have this warranty deed on record before the title guarantee people can make their contract. Sign the deed "Laura Oden," just as your name is written into this instrument. Also, do not forget to put a 50-cent internal revenue stamp on the deed before returning it to this office.

After the deed is returned and recorded, and the title guarantee is ready, we will be in a position to draw a voucher and make payment.

Very truly yours,

P W DENT CFE

District Counsel.

incl..

CH

El Paso, Texas, June 4, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted for official record is contract dated  
April 13, 1918, between Laura Oden and the United States.

Very truly yours,

P W DEET CPH

District Counsel.

incl.

May 23, 1918.

Acting Chief of Construction.

Director, Washington.

Agreement dated April 18, 1918, with Laura Oden for purchase of 2.74 acres of land needed as right of way for El Paso Valley mesa drain - Rio Grande Project.

1. Reference is made to the Acting Director's letter of May 14 to this office on above subject requesting that, in view of the total expenditure to be made under the contract, to-wit: \$924.00, report of appraisal board should be secured.

2. There is enclosed herewith, the original report of appraisal board, which passes upon the construction of bridge and flume, amounting to \$650.00, as well as the cash payment to be made to the vendor amounting to \$274.00.

3. It is recommended that this report be accepted and the contract approved.

E. T. WALTER

1 Enc.

CC to FM, El Paso, Texas.

" " DC, El Paso, Texas. ✓



El Paso, Texas, May 22, 1918.

From Project Manager

To Chief of Construction, Denver.

Subject: Agreement dated April 13, 1918, with Laura Oden for purchase of 2.74 acres of land needed as right of way for El Paso Valley mesa drain - Rio Grande project.

1. Receipt is acknowledged of letter of May 20 from Acting Chief of Construction.
2. Report of appraisal board was sent with my letter of May 21.
3. It is stated in both contract and "Report on land agreement" that the contractor is a single woman. If there is any doubt as to her sole holding of the land, the matter will be brought out in passing on title before payment is made under the contract.

L M LAWSON.

Copy to District Counsel.

CH

El Paso, Texas, May 21, 1918.

From Project Manager

To Director and Chief Engineer, Thru office of Chief of Construction.

Subject: Contract with Laura Oden, dated April 13, 1918, for right of way for El Paso Valley mesa drain - Rio Grande Project.

1. Referring to letter of transmittal with above contract dated April 22, it is noted that to date approval of contract has not been received.

2. As cost of structures involved and money consideration total more than \$500, it is thought that, as in similar recent cases, your office will require report of board of appraisal in this case. Such report is inclosed herewith.

L M LAWSON

incl. in duplicate.

We, the undersigned, members of a board designated to fix the value of the land to be purchased from Laura Oden by the United States for right of way for El Paso Valley mesa drain, Rio Grande project, described in agreement to sell dated April 13, 1918, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$274 and the building of one bridge at a cost of approximately \$300 and one flume at a cost of approximately \$350.

J A SMITH

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Representative El Paso Valley Water Users' Association.

GEO W HOADLEY

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El Paso, Texas,  
May 21, 1918.

Representative U. S. Reclamation Service.



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

MAY 24 1918  
EL PASO, TEXAS

May 20, 1918.

From *Acting* Chief of Construction,

To Project Manager, El Paso, Texas.

Subject: Agreement dated April 13, 1918 with Laura Oden for purchase of 2.74 acres of land needed as right of way for El Paso Valley mesa drain.- Rio Grande Project.

1. There is enclosed herewith copy of letter dated May 14 to this office from the Acting Director on above subject.

2. Referring to paragraph 2 thereof, will you please advise, if convenient to secure the information, whether or not Laura Oden is a single woman or a widow.

3. As the expense to the United States under this contract will exceed \$500 (\$274 to be paid in cash and \$650 for erecting bridge and flume, or a total of \$924), will you please submit to this office report, in duplicate, of appraisal board as required by paragraph 3, page 251 of the Manual. The amount to be expended for the bridge and flume, \$650, should be passed upon by this board, in addition to the monetary consideration of \$274 which will be paid to the vendor.

Encl.  
CC - D.C., El Paso, Tex.

*Charles H. Williams*

MAY 14 1918.

Acting Director

Chief of Construction

Agreement dated April 13, 1918 with Laura Oden for the purchase of 2.74 acres of land for right of way purposes - Rio Grande Project.

1. By your reference of April 29, 1918 receipt is acknowledged of the above mentioned agreement transmitted with Project Manager's form letter of April 22, 1918.
2. The agreement describes the vendor as a single woman. It is noted, however, from the blueprint accompanying the agreement that the land to be acquired is from Mrs. Laura Oden and it is therefore assumed that the vendor is a widow. If such is the case she should have been described as a widow. The abstract of title provided for at Article 2 of the agreement will clear up this inconsistency.
3. Statement is made in the form letter that the bridge and flume provided for at paragraph at the bottom of page 2 of the agreement, to be constructed at the expense of the United States, will cost \$650. This amount, plus \$274 to be paid in cash to the vendor, involves a total expenditure of \$924.00 in connection with the acquisition of the 2.74 acres.
4. In view of the total amount involved, it is thought that this purchase should be considered by an appraisal board.
5. Papers submitted will be held awaiting your reply.

Extra copy to C. of C. —

*Morris Bion*

MAY 17 1918 25352

survey of the Socorro Grant, more particularly bounded and described as follows: Beginning at the southwest corner, which is a point on the property line between the Vendor and C. O. Coffin, and running thence north  $43^{\circ}32'$  west seven hundred thirty-five and seven-tenths (735.7) feet; thence north  $10^{\circ}17'$  west two hundred thirty-three and two-tenths (233.2) feet on the property line between the Vendor and B. M. Worsham to the northeast corner, from which the northeast corner of said section twenty-seven (27) bears north  $84^{\circ}52'$  east one thousand four hundred twenty-two and two-tenths (1,422.2) feet; thence south  $37^{\circ}37'$  east seventy-six and three-tenths (76.3) feet; thence south  $43^{\circ}32'$  east eight hundred seventy-nine and eight-tenths (879.8) feet to the southeast corner, from which the northeast corner of said section twenty-seven (27) bears north  $42^{\circ}47'$  east one thousand one hundred twenty-four and seven-tenths (1,124.7) feet; thence south  $58^{\circ}08'$  west one hundred twenty-two and five-tenths (122.5) feet on the property line between the Vendor and C. O. Coffin to the point of beginning; said tract containing two and thirty-two hundredths (2.32) acres, more or less.

A tract of land approximately two and one-half miles northwest of the town of Clint, Texas, in the south half of the southeast quarter of section twenty-two (22), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being also a part of the Juan B. Olguin Survey of the Socorro Grant, more particularly bounded and described as follows: Beginning at the southwest corner, which is the point of intersection of two property lines between the Vendor and B. M. Worsham; running thence north  $31^{\circ}17'$  west one hundred and nine (109) feet on the property line between the Vendor and B. M. Worsham to the northwest corner, which is a point common to the properties of the Vendor, B. M. Worsham, and A. G. McMath; thence north  $56^{\circ}55'$  east fifty-four and six-tenths (54.6) feet on the property line between the Vendor and A. G. McMath to the northeast corner, from which the southeast corner of said section twenty-two (22) bears south  $82^{\circ}15'$  east one thousand seven hundred seven and five-tenths (1,707.5) feet; thence south  $37^{\circ}37'$  east one hundred sixteen and seven-tenths (116.7) feet; thence south  $83^{\circ}12'$  west sixty-seven and seven-tenths (67.7) feet on the property line between the Vendor and B. M. Worsham to the point of beginning; said tract containing fifteen-hundredths (0.15) acre, more or less.

It is understood and agreed that there will be constructed by and at the expense of the United States a farm bridge and a flume of the standard design adopted and now being used on the Rio Grande project, said bridge to be constructed at or near Station 528 plus 75 and said flume at or near Station 528 plus 65 of the El Paso Valley middle drain of the Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the points mentioned. It is further understood and agreed as a condition upon which the United States agrees to build these structures that the United States shall have the right, at its own expense, to move

Project Manager

THIS AGREEMENT, made the 13th day of April,  
nineteen hundred and eighteen, between Laura Oden, a single woman,

~~xxx~~ xxxxxx of El Paso

County, Texas,, for herself ~~xx~~, her heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by  
**L. M. Lawson, Project Manager,**

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

WITNESSETH:

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

the county of El Paso State of Texas, to wit:  
**Three tracts of land, as follows:**

A tract of land approximately one and three-quarters miles northwest of the town of Clint, Texas, in the southwest quarter of the northwest quarter of section twenty-six (26), township thirty-two (32) south, range seven (7) east, and in the southeast quarter of the northeast quarter of section twenty-seven (27), of said township and range, United States Reclamation Service survey, and being also in the southwest corner of Survey No. 93 of the Socorro Grant and being more particularly bounded and described as follows: Beginning at the southwest corner, a point common to the properties of the Vendor, C. O. Coffin, and W. J. Harris, and running thence north  $31^{\circ}52'$  west three hundred thirty-eight and nine-tenths (338.9) feet on the property line between the Vendor and C. O. Coffin; thence south  $43^{\circ}32'$  east three hundred forty-six and one-tenth (346.1) feet to the southeast corner, from which the northwest corner of said section twenty-six (26) bears north  $4^{\circ}11'$  west one thousand seven hundred ninety-four and two-tenths (1,794.2) feet; thence south  $58^{\circ}08'$  west seventy (70) feet on the property line between the Vendor and W. J. Harris to point of beginning; said tract containing twenty-seven hundredths (0.27) acre, more or less.

A tract of land approximately two and one-quarter miles northwest of the town of Clint, Texas, in the north half of the northeast quarter of section twenty-seven (27), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being also a part of Survey No. 88 and of the Juan B. Olguin

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

Witnesses :

LAURA ODEN

of.....

Vendor.

of.....

of.....

L M LAWSON Project Manager.

For and on behalf of the United States.

of.....

STATE OF Texas  
COUNTY OF El Paso } ss :

I, Geo W Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Laura Oden  
who is personally known to me to be the person whose name is subscribed  
to the foregoing instrument, appeared before me this day in person and acknowledged that  
she

signed, sealed, and delivered said instrument of writing as her free and voluntary act,  
for the uses and purposes therein set forth.

~~XXXXXX~~

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

Given under my hand and official seal, this 13th day of April, 1918

[SEAL.]

GEO W HOADLEY  
Notary Public

My commission expires June 1 1919

Approved \_\_\_\_\_, 191\_\_\_\_\_



CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated April 13, 1918, with Laura Oden, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the El Paso Valley mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$274, is reasonable and just and the lowest that could be obtained; and I recommend that the contract be approved.

L M LAWSON

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Project Manager.

El Paso, Texas,  
April 22, 1918.