

PAYNE W. F.

WARRANTY DEED

(131) MESA DRAIN

0023-0073-0032-00
0023-0073-0035-00
0023-0073-0036-00

6-(32) TEXAS
7-(16) TEXAS

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS, That I, W. F. Payne, a single man, of the County of El Paso, State of Texas, in consideration of the sum of Two Thousand Five Hundred Forty and 50/100 Dollars (\$2540.50), to me in hand paid by the United States of America, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplemental thereto, 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 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:

✓ Tract No. 1, situated approximately three miles northwest of the town of Ysleta, Texas, in the northwest quarter of the southwest quarter of section fifteen (15) and northeast quarter of the southeast quarter and southeast quarter of the northeast quarter of section sixteen (16), all in township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, and being also in the Ysleta Grant and more particularly described as follows: Beginning at the southeast corner of the tract of land here described, said corner being also the southeast corner of a twelve (12) acre tract owned by the Grantor herein and the southwest corner of lands owned by E. Mauer, and on the northerly right of way line of a 25-foot county road, from which corner the northwest corner of said sec. 15 bears N. 1°14' W. 3071.0 feet; thence west 106.0 feet along said northerly right line of county road to point on curve, the tangent to the curve at said point bearing N. 31°06' W.; thence in a northwesterly direction to the right along said curve with a radius of 491.0 feet a distance of 123.7 feet measured on 50-foot chords; thence N. 16°38'30" W. 573.8 feet to point on the property line between the Grantor herein and Mrs. C. B. James, from which point the southeast corner of said sec. 16 bears S. 5°00'35" E. 2883.3 feet; thence N. 0°20'30" W. 377.4 feet along said property line to point on curve the tangent of which at said last named point bears S. 28°45' E.; thence in a southeasterly direction and to the right along said curve with a radius of 643.13 feet a distance of 136.3 feet measured on 50-foot chords; thence S. 16°38'30" E. 801.2 feet; thence to the left along curve with radius of 371 feet a distance of 101.7 feet measured on 50-foot chords to a point on property line between the Grantor herein and E. Mauer, the tangent to the curve at said point bearing S. 32°22' E.; thence S. 1°04' W. 55.1 feet to point of beginning; said tract of land containing two and five tenths (2.5) acres, more or less;

✓ Tract No. 2, situated approximately three miles northwest of the town of Ysleta, Texas, in the west half of the northeast quarter of section sixteen (16), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, being also in the Ysleta Grant and more particularly described as follows: Beginning at a point on the west right of way line of a 20-foot county road, said right of way line being the east property line of land of the Grantor herein, from which point the northeast corner of said section 16 bears N. 58°03'30" E. 1614.44 feet; thence S. 1°52' W. 166.5 feet along said west right of way line of county road; thence N. 44°16' W. 1394.21 feet to a point on the property line between land of the Grantor herein and Donaciana Salas; thence S. 89°42' E. 231.6 feet along said property line to a point from which the northeast corner of said sec. 16 bears N. 89°22' E. 2117.15 feet; thence S. 44°16' E. 39.23 feet; thence S. 45°44' W. 45.0 feet; thence S. 44°16' E. 1077.12 feet to the point of beginning; said tract of land containing three and fifty-eight hundredths (3.58) acres, more or less;

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS, That I, W. F. Payne, a single man, of the County of El Paso, State of Texas, in consideration of the sum of Two Thousand Five Hundred Forty and 50/100 Dollars (\$2540.50) to me in hand paid by the United States of America, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplemental thereto, 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 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:

Tract No. 1, situated approximately three miles northwest of the town of Ysleta, Texas, in the northwest quarter of the southwest quarter of section fifteen (15) and northeast quarter of the southeast quarter and southeast quarter of the northeast quarter of section sixteen (16), all in township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, and being also in the Ysleta Grant and more particularly described as follows: Beginning at the southeast corner of the tract of land here described, said corner being also the southeast corner of a twelve (12) acre tract owned by the Grantor herein and the southwest corner of lands owned by E. Mauer, and on the northerly right of way line of a 25-foot county road, from which corner the northwest corner of said sec. 15 bears N. 1°14' W. 3071.0 feet; thence west 106.0 feet along said northerly right line of county road to point on curve, the tangent to the curve at said point bearing N. 31°06' W.; thence in a northwesterly direction to the right along said curve with a radius of 491.0 feet a distance of 123.7 feet measured on 50-foot chords; thence N. 16°38'30" W. 573.8 feet to point on the property line between the Grantor herein and Mrs. C. B. James, from which point the southeast corner of said sec. 16 bears S. 5°00'35" E. 2883.3 feet; thence N. 0°20'30" W. 377.4 feet along said property line to point on curve the tangent of which at said last named point bears S. 28°45' E.; thence in a southeasterly direction and to the right along said curve with a radius of 643.13 feet a distance of 136.3 feet measured on 50-foot chords; thence S. 16°38'30" E. 801.2 feet; thence to the left along curve with radius of 371 feet a distance of 101.7 feet measured on 50-foot chords to a point on property line between the Grantor herein and E. Mauer, the tangent to the curve at said point bearing S. 32°22' E.; thence S. 1°04' W. 55.1 feet to point of beginning; said tract of land containing two and five tenths (2.5) acres, more or less;

Tract No. 2, situated approximately three miles northwest of the town of Ysleta, Texas, in the west half of the north-east quarter of section sixteen (16), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, being also in the Ysleta Grant and more particularly described as follows: Beginning at a point on the west right of way line of a 20-foot county road, said right of way line being the east property line of land of the Grantor herein, from which point the north east corner of said section 16 bears N. 58°03'30" E. 1614.44 feet; thence S. 1°52' W. 166.5 feet along said west right of way line of county road; thence N. 44°16' W. 1394.21 feet to a point on the property line between land of the Grantor herein and Donaciana Salas; thence S. 89°42' E. 231.6 feet along said property line to a point from which the northeast corner of said sec. 16 bears N. 89°22' E. 2117.15 feet; thence S. 44°16' E. 39.23 feet; thence S. 45°44' W. 45.0 feet; thence S. 44°16' E. 1077.12 feet to the point of beginning; said tract of land containing three and fifty-eight hundredths (3.58) acres, more or less;

Tract No. 3, situated approximately three miles northwest of the town of Ysleta, Texas, in the north half of the south-west quarter of section fifteen (15) and the northeast quarter of the southeast quarter of section sixteen (16), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, being also in the Ysleta Grant and more particularly described as follows: Beginning at the most westerly corner of the tract of land here described, which is a point on the southerly right of way line of a 25-foot county road and a point on a 491-foot radius curve, the tangent of which at said point bears S. 34°31' E. from which point the southeast corner of said sec. 16 bears S. 0°34'10" E. 2185.1 feet; thence along said right of way line of county road east 97.5 feet to corner; thence N. 60°25' E. 44.7 feet to a point on a 371-foot radius curve, the tangent to the curve at said point bearing S. 43°40' E.; thence in a southeasterly direction and to the left along said curve a distance of 129.0 feet, measured on 50-foot chords; thence S. 63°36'30" E. at 461.4 feet northwesterly right of way line of county road at 497.1 feet southeasterly right of way line of said county road at 1533.14 feet, to the point of curve of a 312.26-foot radius curve; thence to the left along said curve a distance of 14.6 feet based on a 50-foot chord to a point on the northwesterly right of way line of county road, the tangent to the curve at said point bearing S. 66°17'25" E.; thence along said northwesterly right of way line of county road S. 55°35'30" W. 110.98 feet and S. 50°57'0" W. 25.80 feet to a point from which the southwest corner of said sec. 15 bears S. 47°35' W. 2022.4 feet; thence N. 63°36'30" W. at 1066.81 feet southeasterly right of way line of county road; at 1102.51 feet northwesterly right of way line of said county road, at 1482.91 feet to the point of curve of a 491-foot radius curve; thence to the right along said curve a distance of 249.2 feet measured on 50-foot chords to the point of beginning; said tract of land containing 4.67 acres, more or less, 0.10 acres of which is occupied by the county road, and the remainder, or 4.57 acres, being the land which is hereby conveyed;

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

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

DOLLARS,

to in hand paid by

the receipt of which is hereby acknowledged

ha. Granted, Sold and Conveyed, and by these presents do. Grant, Sell and Convey unto the said

of the County of and of, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to wit:

Tract No. 3, situated approximately three miles northwest of the town of Isleta, Texas, in the north half of the southwest quarter of section fifteen (15) and the northeast quarter of the southeast quarter of section sixteen (16), containing approximately one (1) acre, more or less, being also in the Isleta Grant and more particularly described as follows: Beginning at the most west only corner of the tract of land here described, which is a point on the southerly right of way line of a 25-foot county road and a point on a 491-foot radius curve the tangent of which at said point bears S. 54° 51' E. 1185.1 feet; thence along said right of way line of county road east 97.5 feet to corner; thence N. 60° 25' E. 44.7 feet to a point on a 371-foot radius curve, the tangent to the curve at said point bearing S. 45° 40' E.; thence in a southeasterly direction and to the left along said curve a distance of 125.0 feet measured on 50-foot chords; thence S. 65° 35' E. at 491-foot northwesterly right of way line of county road at 297.1 feet southeasterly right of way line of said county road at 1222.14 feet to the point of curve of a 312.26-foot radius curve; thence to the left along said curve a distance of 14.8 feet based on a 50-foot chord to a point on the northwesterly right of way line of county road, the tangent to the curve at said point bearing S. 66° 17' 25" E.; thence along said northwesterly right of way line of county road S. 65° 35' 30" W. 110.98 feet and S. 50° 57' 0" W. 25.60 feet to a point from which the southwest corner of said sec. 16 bears S. 47° 55' W. 2022.4 feet; thence N. 65° 35' 30" W. at 1266.81 feet southeasterly right of way line of county road; at 1102.51 feet northwesterly right of way line of said county road, at 1222.91 feet to the point of curve of a 491-foot radius curve; thence to the right along said curve a distance of 245.3 feet measured on 50-foot chords to the point of beginning; said tract of land containing 4.67 acres, more or less, 0.10 acres of which is occupied by the county road, and the remainder, or 4.57 acres, being the land which is hereby conveyed;

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, its

~~heirs and 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, its

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

WITNESS my hand at El Paso, Texas this 24th day of April, A. D. 1912

Witnesses at Request of Grantor

V F PINE

Corrected to Engineering Data 2.7M.

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

BEFORE ME, M. M. Llewellyn

a Notary Public

in and for El Paso, County, Texas, on this day personally appeared
W. F. Payne

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 24th day of April A. D. 1920

My com exp June 1 1921.

M. M. Llewellyn

Notary Public.

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

BEFORE ME,

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

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

I, V D Greet

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 24th day of April, A. D. 1920 with its certificate of authentication, was filed for record in my office this 30 day of May A. D. 1920, at 3:58 o'clock P. M. and duly recorded the 10th day of May A. D. 1920 at 4:50 o'clock P. M. in the records of said County, in Volume 305 on page 687

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.

V D Greet

Clerk, County Court.

By W F Andor, Deputy.

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

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS,

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

to _____ in hand paid by _____

_____ the receipt of which is hereby acknowledged
ha _____ Granted, Sold and Conveyed, and by these presents do _____ Grant, Sell and Convey unto the said

of the County of _____ and _____ of _____, all that certain
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as
follows, to-wit: _____

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and ap-
purtenances thereto in anywise belonging, unto the said _____

The United States of America, its
~~heirs and assigns~~ assigns forever; and I do _____ hereby bind myself, ~~my~~ heirs, executors and adminis-
trators, to Warrant and forever Defend, all and singular, the said premises unto the said _____

The United States of America, its
~~heirs and assigns~~ assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand _____ at El Paso, Texas this _____ day of _____, A. D. 191_____.

Witnesses at Request of Grantor

W. F. PAYNE

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

BEFORE ME, M M Llewellyn

A Notary Public

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

W F Payne

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 24th day of April A. D. 1920

My com exp June 1 1921

M M Llewellyn

Notary Public

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

BEFORE ME,

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

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of A. D. 1921

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 24th day of April A. D. 1920 with its certificate of authentication, was filed for record in my office this 3d day of May A. D. 1920, at 3:58 o'clock P M. and duly recorded the 10th day of May A. D. 1920 at 4:30 o'clock P M. in the records of said County, in Volume 353 on page 627

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.

(SEAL)

W D Greet

Clerk, County Court.

By L W Amador Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1921

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

DONACIANO SALAS

SEC. 9.
SEC. 16.

16

3.62°42'E.
231.6

1110+52.5

3.44°16'E. 39.23
3.45°44'W. 45.0

N 89°22'E 2117.15
TO N1 COR SEC. 16

70.0
1109+00
50.0

Location Plat
SEC. 16 T. 31S. R. 6E.
U.S.R.S. SURVEY
EL PASO CO., TEX.

In the "Ysleta Grant"

TRACT 2
W.F. PAYNE
R. OF W. 3.58 A.

N 44°16'E 1077.12
TRACT 2
N 44°16'E 1296.8
N 44°16'E 1394.21

N 58°03'30"E 1015.42
TO NE COR SEC. 16

CHAS. BASSETT



SCALE 1" = 200'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TEXAS - RIO GRANDE PROJECT N. MEX.
EL PASO VALLEY DRAINAGE
MESA DRAIN
RIGHT OF WAY

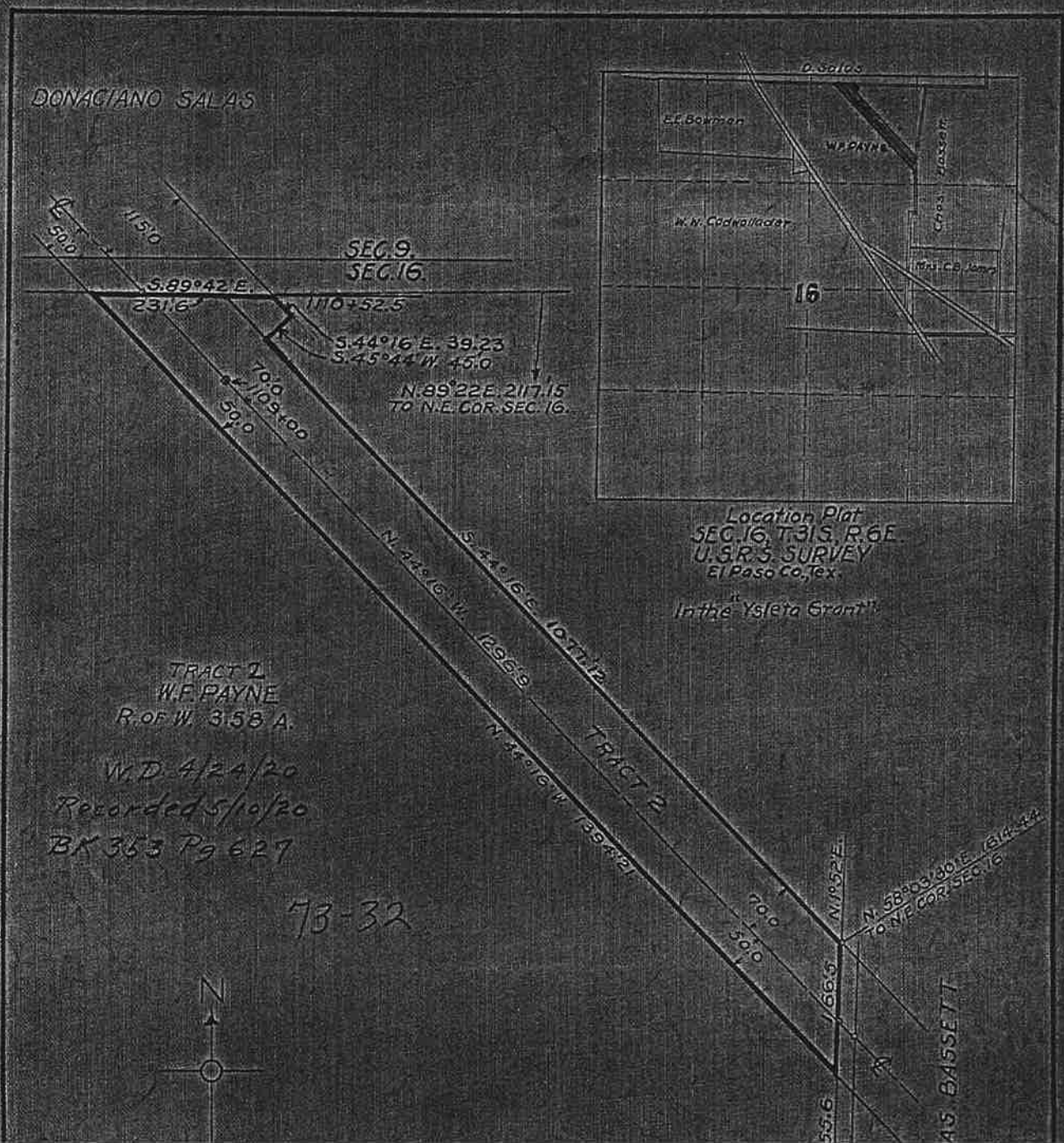
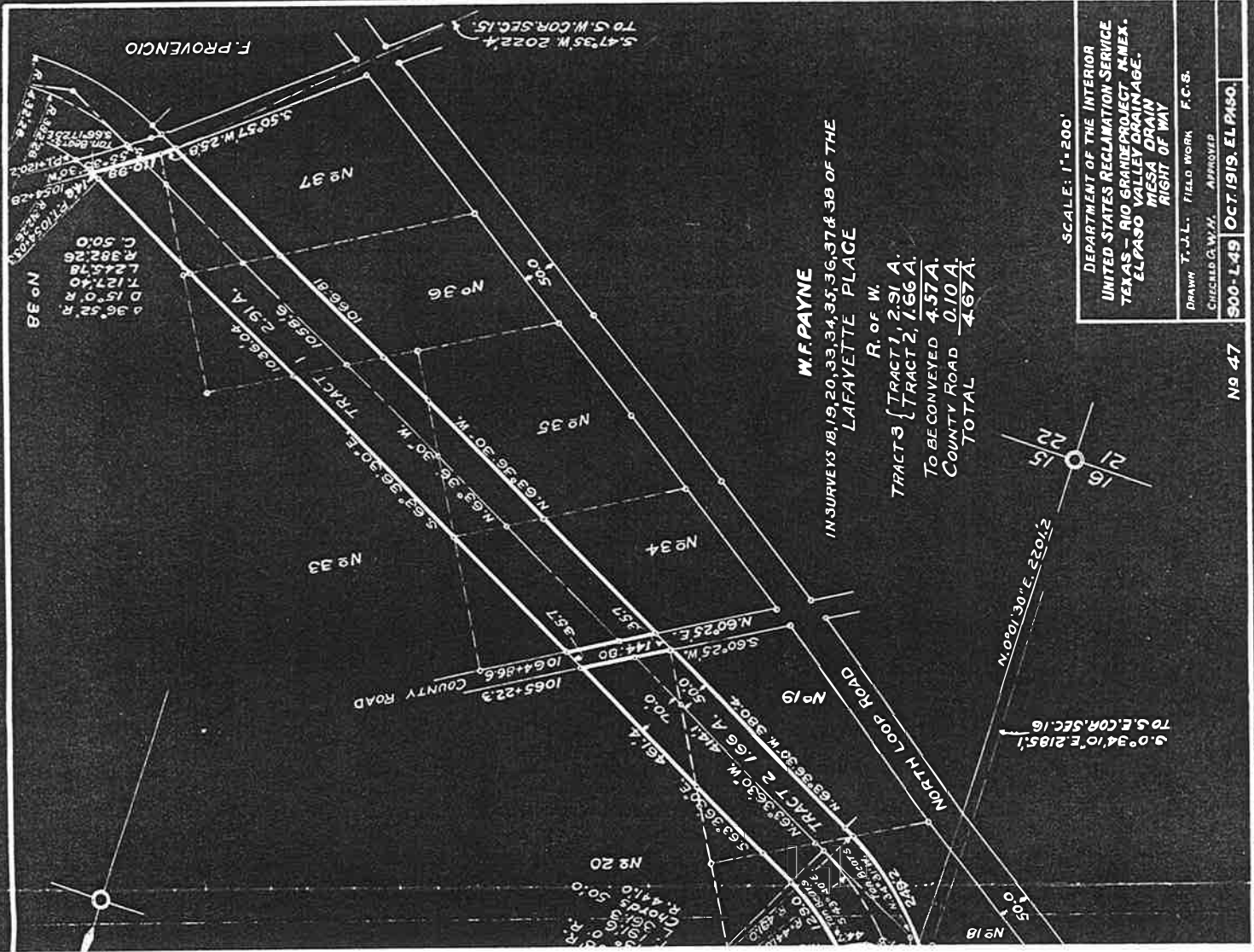
Drawn T.L.L. FIELD WORK P. 103

Checked ADD

Approved G.

900-L 49 EL PASO - MAY 1919

Nº



CERTIFICATE.

This is to certify as follows:

With reference to purchase of three tracts of land under contract with W. F. Payne dated November 18, 1919; that the tax certificates contained in the title guaranty dated May 3, 1920, related to several parcels of land, portions of which have been acquired by the United States; and that subsequent to May 4, 1920, which is the date that each tax certificate originally bore, W. F. Payne, the contractor paid all taxes up to date, exhibiting tax receipts for the same, and further having this payment of taxes evidenced by the notation upon the tax certificates under date of June 15, 1920; that all taxes to this date which have been assessed have been paid; and that as to taxes for 1920, stated in the title guaranty to be a lien but not yet payable, these taxes are not yet assessed, but deed conveying the property to the United States has already been executed, as to which condition, decision by the Secretary of the Interior, dated April 25, 1910, (D-11479) which is a letter to the Director of the Reclamation Service, holds that as to the United States, which is a party exempt from taxation by state authority, - "If property is acquired while the proceedings are in fieri by one exempt from taxation, the taxing proceedings is arrested and a tax though subsequently levied, is not a lien effectual against the title."

June 15, 1920.

PW DENT

District Counsel.

Enclosures accompanying this land purchase are as follows:

Original agreement to sell dated Nov. 18, 1919.

Warranty deed with 2 copies.

4 Blueprints.

Copies of letters from Chief Counsel to

District Counsel dated April 11, 1918 and June 26, 1918.

Affidavit by landowner as to possession and 1 copy.

Possessory Certificate.

Title guaranty.

Extra copy of above certificate.

(Reference is made to letter of March 26, 1920, from Director to Chief of Construction in reference to land purchase of J. W. Johnson- Rio Grande project.)

AFFIDAVIT AS TO POSSESSION.

State of Texas, :
 : ss
County of El Paso. :

I, W. F. Payne, do solemnly swear that to my personal knowledge the land described in the contract dated November 18, 1919, made between myself and the United States of America, which land is located in the NW $\frac{1}{2}$ SW $\frac{1}{4}$ sec. 15, NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ sec. 16, W $\frac{1}{2}$ NE $\frac{1}{4}$ sec. 16, and N $\frac{1}{2}$ SW $\frac{1}{4}$ sec. 15 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 16, all T. 31 S., R. 6 E., consisting of three tracts of 2.5, 3.58, and 4.57 acres, in El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of twenty years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

W F PAYNE

Subscribed and sworn to before me at El Paso, Texas,
this 24th day of April, A. D. 1920.

M M LLEWELLYN

(SEAL)

Notary Public in and for El Paso
County, Tex.

My com. exp.
June 1, 1921.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, November 18, 1919.

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 W. F. Payne in secs. 15 and 16, T. 31 S., R. 6 E., consisting of three tracts, in 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.

DONACIANO SALAS

SEC. 9.
SEC. 16.

3.89°42'E.
231.6

1110+52.5

3.44°16'E. 39.23
3.45°44'W. 45.0

N 89°22'E 2117.15
TO N.E. COR SEC. 16

700
1109+00
500

TRACT 2
W.F. PAYNE
R.O.F.W. 3.58 A.

16

Location Plat
SEC. 16, T.31S, R.6E.
U.S.R.S. SURVEY
EL PASO CO., TEX.

In the "Ysleta Grant"

TRACT 2

N 58°09'30"E 1014.44
TO N.E. COR. SEC. 16

CHAS. BASSETT

N

SCALE 1" = 200'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TEXAS - RIO GRANDE PROJECT N.MEX.
EL PASO VALLEY DRAINAGE
MESA DRAIN
RIGHT OF WAY

Drawn by T.J.L. FIELD WORK FEB 5
Checked by A.D.D. APPROVED BY

900-L49 EL PASO - MAY 1919

Nº

DONACIANO SALAS

SEC. 9.
SEC. 16.

3.89°42'E
231.6

5.42°16'E 39.23
S. 45°44'W 45.0

N 89°22'E 2117.15
TO N.E. COR SEC 16

700
109+00
50.0

TRACT 2
W.F. PAYNE
R. OF W. 3.58 A.

Location Plat
SEC. 16, T. 31 S., R. 6 E.
U.S.R.S. SURVEY
EL PASO Co., TEX.

In the "Ysleta Grant"

TRACT 2

N 44°16'W 1296.9
N 44°16'W 139+21

N 58°03'30"E 1814.44
TO NE COR SEC. 16

CHAS. BASSETT



SCALE 1" = 200'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TEXAS - RIO GRANDE PROJECT N.MEX.
EL PASO VALLEY DRAINAGE
MESA DRAIN
RIGHT OF WAY

Drawn T.J.L. FIELD NO. 100-149
Checked A.D.D. APPROVED BY

No 44 100-149 EL PASO - MAY 1919

Form 7-523t
Revised June, 1919

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, November 21, 1919.

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated Nov. 18, 1919.

With W. E. Payne

Estimated amount involved, \$ 2540.50

Authority No.

Accompanied by bond and 2 copies

for Clearing Acct.

(Insert "Yes" or "No" bond)

No bond.

6-5

Purpose:

Purchase of three tracts of land required for mesa drain.

Advise Project Manager at El Paso, Texas,

(Post office and State)

District Counsel at El Paso, Texas,

(Post office and State)

and Chief of Construction, Denver, Colorado.

execution

of the approval of the above, using extra copy hereof.

Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 205, Vol. 1 of Manual.

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by on
Chief of Construction.

Denver, Colo. November 29, 1919.

Noting Chief of Construction to Director:

It is recommended that the above described contract be

executed

approved and bond if any approved.

Inclosures:

Orig. & 3 copies of form letter,

" " 2 " contract,

" certificate of necessity,

" appraisal report,

" report on land agreement,

1 Blueprint No. 49 900-149, May 1919,

1 " " 47 " " , October 1919

F. E. Weymouth.

(Signature)

executed

Washington, D. C. DEC 19 1919

Contract approved and bond, if any, approved by

on DEC 12 1919

Assistant to the Director

DEC 21 1919 5 302 2

Original enclosed to the record
NO FURTHER ACTION

Copy to Dir. 1919. Correct description tract 3 page 2, line 10 to read 34° 31' E. instead of 34° 31' N. and have parties initial before recording.

~~In~~Inclosures:

Original and 4 copies of form letter of transmittal.
Original and 5 copies of contract
" " 1 copy certificate of recommendation.
" " 1 copy report on land agreement.
" " 1 copy report of appraisal board.
_____ blueprints.

Remarks:

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.

2. The office in which the contract originates will transmit *two (2) copies* of this form *in excess* of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.

3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.

4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, *giving dates*, stating whether a telegram or letter, and from and to whom.

5. The office in which this contract originates should list all inclosures in the space above.

6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.

7. This form appropriately modified should be used to transmit informal earthworth contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated November 18, 1919, with W. F. Payne, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$2,540.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

A. M. GUNSON

Project Manager.

El Paso, Texas,

November 18, 1919.

We, the undersigned, members of the board designated to fix the value of the land agreed to be conveyed by W. F. Payne to the United States as right of way for the El Paso Valley mesa drain, Rio Grande project, as shown in contract dated November 18, 1919, find that the fair and reasonable value of said land is \$2540.50.

(sgd.) J. H. Smith

Representative of El Paso County
Water Improvement District No. 1.

(sgd.) Geo. W. Hoadley

Representative of United States
Reclamation Service.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **November 18** 19 **19**, with
W. F. Payne
for the purchase of land required for **mesa drain**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and *approximate area* of land to be conveyed. **Three tracts of land:**
No. 1, 2.5 acres in NW $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 15 and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$
sec. 16 - T. 31 S., R. 6 E. No. 2, 3.58 acres in W $\frac{1}{2}$ of NE $\frac{1}{4}$ sec.
16, T. 31 S., R. 6 E. No. 3, in N $\frac{1}{2}$ of SW $\frac{1}{4}$ sec. 15 and NE $\frac{1}{4}$ of SE $\frac{1}{4}$
sec. 16, T. 31 S., R. 6 E., containing approximately 4.57 acres.

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 Texas - no United States public land in this State.

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

W. F. Payne, widower, 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, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

W. F. Payne; no tenants.

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

6-4203

Tracts Nos. 2 and 3 subject to right of way by virtue of stock-subscription contract between owner and water users' association (Irrigation District).

4. 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 land irrigable under Rio Grande project water rights; all in cultivation; no buildings.

Tract No. 1, 2.5 acres at \$400	\$1,000.00
Tract No. 2, 3.58 acres at \$175	625.50
Tract No. 3, 4.57 acres at \$200	914.00
	<hr/> \$2,540.50

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.

See above; owner has water rights by virtue of having his land duly committed to Rio Grande project through Irrigation District.

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

\$500 to \$600. 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.

Tracts Nos. 1 and 3 are portions of small holdings which are badly cut up by the drain.

Dated

191

El Paso, Texas,
November 18, 1919.

(Signature) _____ GEO. H. BOWLEY

(Title) Field Assistant.

In Charge of Negotiations.

Approved: L. H. LARSON

Project Manager.

Form 7-276.
12-15.

Approved May 27, 1910, by the
Secretary of the Interior.

Project Manager

LAND PURCHASE CONTRACT.

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made the 18th day of November,
nineteen hundred and nineteen, between W. W. Payne, a single man,
and his wife of El Paso, El Paso
County, Texas, for him self, his heirs, legal represen-
tatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by
L. M. Lawson, Project Manager, of the 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 dollar (\$1.00), 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:

Tract No. 1, situated approximately three miles northwest of the town of Ysleta, Texas, in the northwest quarter of the southwest quarter of section fifteen (15), the northeast quarter of the southeast quarter and the southeast quarter of the northeast quarter of section sixteen (16), all in township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, and being also in the Ysleta Grant and more particularly described as follows: Beginning at the southeast corner of the tract of land here described, said corner being also the southeast corner of a twelve (12) acre tract owned by the Vendor and the southwest corner of lands owned by E. Mauer, and on the northerly right-of-way line of a 25-foot county road, from which corner the northwest corner of said sec. 15 bears N. 1° 14' E. 3071.0 feet; thence west 100.0 feet along said northerly right-of-way line of county road to point on curve, the tangent to the curve at said point bearing N. 21° 36' E.; thence in a northwesterly direction and to the right along said curve with a radius of 491.0 feet a distance of 125.7 feet, measured on 50-foot chords; thence N. 16° 38' 30" W. 573.8 feet to point on the property line between the Vendor and Mrs. C. B. James; from which point the southeast corner of said sec. 16 bears S. 5° 00' 35" E. 2883.3 feet; thence N. 0° 20' 30" W. 377.4 feet along said property line to point

on curve the tangent of which at said last named point bears S.28° 45' E.; thence in a southeasterly direction and to the right along said curve with a radius of 643.13 feet a distance of 136.3 feet measured on 50-foot chords; thence S.16°38'30" East 801.2 feet; thence to the left along curve with radius of 371 feet a distance of 101.7 feet measured on 50-foot chords to a point on property line between the Vendor and E. Mauer, the tangent to the curve at said point bearing S.32°22' E.; thence S.1°04' W. 55.1 feet to point of beginning; said tract of land containing two and five-tenths (2.5) acres, more or less;

- Tract No. 2, situated approximately three miles northwest of the town of Ysleta, Texas, in the west half of the northeast quarter of section sixteen (16), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, being also in the Ysleta Grant and more particularly described as follows: Beginning at a point on the west right of way line of a 20-foot county road, said right of way line being the east property line of land of the Vendor, from which point the northeast corner of said section 16 bears N.58°03' 30" E. 1614.44 feet; thence S.1°52' W. 166.5 feet along said west right of way line of county road; thence N.44°16' W. 1394.21 feet to a point on the property line between land of the Vendor and Donaciana Salas; thence S.89°42' E. 231.6 feet along said property line to a point, from which the northeast corner of said sec. 16 bears N.89°22' E. 2117.15 feet; thence S.44°16' E. 39.23 feet; thence S.45°44' W. 45.0 feet; thence S.44°16' E. 1077.12 feet to the point of beginning; said tract of land containing three and fifty-eight hundredths (3.58) acres, more or less;

Tract No. 3, situated approximately three miles northwest of the town of Ysleta, Texas, in the north half of the southwest quarter of section fifteen (15) and the northeast quarter of the southeast quarter of section sixteen (16), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, being also in the Ysleta Grant and more particularly described as follows: Beginning at the most westerly corner of the tract of land here described, which is a point on the southerly right of way line of a 25-foot county road and a point on a 491-foot radius curve the tangent of which at said point bears S.45°34'31" E., from which point the southeast corner of said sec. 16 bears S.0°34'10" E. 2185.1 feet; thence along said right of way line of county road east 97.5 feet to corner; thence N.60°25' E. 44.7 feet to a point on a 371-foot radius curve, the tangent to the curve at said point bearing S.43° 40' E.; thence in a southeasterly direction and to the left along said curve a distance of 129.0 feet measured on 50-foot chords; thence S.63°36'30" E. at 461.4 feet northwesterly right of way line of county road at 497.10 feet southeasterly right of way line of said county road at 1533.14 feet, to the point of curve of a 312.26-foot radius curve; thence to the left along said curve a distance of 14.6 feet based on a 50-foot chord to a point on the northwesterly right of way line of county road, the tangent to the curve at said point bearing S.66°17'25" E.; thence along said northwesterly right of way line of county road S.55°35'30" W. 110.98 feet and S.50° 57'0" W. 25.80 feet to a point from which the southwest corner of

Page 3.

said sec. 15 bears S.47°38' W. 2022.4 feet; thence N.63°36'30" W. at 1066.81 feet southeasterly right of way line of county road; at 1102.51 northwesterly right of way line of said county road, at 1482.91 feet to the point of curve of a 491-foot radius curve; thence to the right along said curve a distance of 249.2 feet measured on 50-foot chords to point of beginning; said tract of land containing 4.67 acres, more or less, 0.10 acre of which is occupied by county road, and the remainder, or 4.57 acres, being the land which it is herein agreed to convey.

The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid: Provided, however, it is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved on behalf 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 thousand five hundred forty and 50/100 (\$2540.50)

.....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

November 18, 1919,

.....notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until November 18, 1919,.....; 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 by the Comptroller or Director and Chief Engineer of the Reclamation

Service, 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).

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

Witnesses:

of _____

W F Payne

Vendor.

of _____

The United States of America,

of _____

By L M Lawson, Project Manager

U. S. R. S.

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 W F Payne
who is personally known to me to be the person whose name is subscribed
to the foregoing instrument, appeared before me this day in person and acknowledged that
he

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

~~I 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 _____ declare 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 18th day of November, 191 9

[SEAL.]

GEO W HOADLEY
Notary Public.

My commission expires June 1st 1921.

Approved this _____ day of _____, 191

Comptroller, U. S. R. S.

CABEL Mesa Drain COUNTY El Paso

1. Mailing address of each party W. F. Paynel
401 Mesa Ave, El Paso

2. Personal status of each party (married, single, widow or widower): Single

3. List of improvements (state, as by itemized bill, how total consideration was fixed): Tract #1 - 2.5 A. @ 400⁰⁰ \$1000 -
China, 1st 7" 2 358 A. 175⁰⁰ 626.50
" 3 4.57 " " 200⁰⁰ 914 -
2540.50

4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "lienor", and if lienor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:

Wife Holds
Owes about \$1100⁰⁰ on the 12 Acres out which tract #1 is taken will secure release.

5. State whether or not land is homestead property: Not Homestead

6. Survey number of tract (if not embodied in land description):
If not survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):
Acreage: Assessed at \$

other available information

7. ☒ Grantor will order title currently. Will bring same about, at the time
Grantor agrees that Service may order title currently and make deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
☒ Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the lienor).
☒ Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.

8. Cost of structures to be built by Service. none

El Paso, Texas.
April 28, 1920.

Pioneer Abstract and Guarantee Title Co.,
First National Bank Bldg.,
El Paso, Texas.

Gentlemen:

Transmitted herewith is warranty deed dated April 24, 1920, running from W. F. Payne to the United States, for three tracts of land upon which Mr. Payne has ordered title certificate. There is also inclosed letter of transmittal to the El Paso County Clerk which may be used in filing the deed for record.

Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas,
April 28, 1920.

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

Dear Sir:

Transmitted herewith for official record,
warranty deed dated April 24, 1920, running from
W. F. Payne to the United States.

Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas,
April 22, 1920.

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

Dear Sir:

Transmitted herewith is another copy of deed for the three tracts of land taken by the Mesa Drain. Please execute this deed and affix Revenue Stamp for the necessary amount, which we believe will be \$3.00. The Government will pay for recording the deed, but we wish it returned to this office in order that we may send it for record ourselves. There is also inclosed, an affidavit as to possession which should be sworn to and returned.

Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas, January 26, 1920.

Pioneer Abstract and Guarantee Title Co.,

El Paso, Texas.

Gentlemen:

We are returning herewith the J. F. Payne release under vendor's lien, with Texas form of acknowledgment made a part thereof.

Trusting you will find this now in proper form,
we are,

Very truly yours,

A. W. C. H.

District Council.

incl.

El Paso, Texas, January 23, 1920.

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

Dear Sir:

There has been objection--with more or less merit to the same--that the form of acknowledgment of the release by Nagle and McBroom does not follow the Texas form. We have prepared a Texas form, which is attached hereto, which please have applied to the release, and send the instrument either to this office or over to the Pioneer company.

We trust that with this matter accomplished, the necessary title certificate will soon be forthcoming.

Very truly yours,

P. T. B. H.

District Counsel.

El Paso, Texas, December 24, 1919.

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

Dear Sir:

We have received approval of your contract for right of way for the mesa drain, and the contract is being sent for record.

Inclosed is a warranty deed running to the United States, which may be executed at your convenience, and in connection with the title certificate. It is our understanding that you have taken up the matter of title certificate with the Pioneer people, or will do so. The Government will pay for recording this deed, but in order to keep the accounts straight we should transmit it to the county clerk and not have other parties do this. Revenue stamps should be supplied.

There is also an affidavit as to possession, which please execute and return. This is necessary as the title certificate does not cover matters of possession and boundaries not of record.

Very truly yours,

C F HARVEY

incls.

Asst. District Counsel.

El Paso, Texas, December 24, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated November 18, 1919, between W. F. Payne and the United States.

Very truly yours,

G F HARVEY

Asst. District Counsel.

\ incl.

El Paso, Texas, November 25, 1919.

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

Dear Sir:

Inclosed is a release relating to Tract No. 1 which is to be acquired by the Reclamation Service and which you spoke of when in our office this afternoon. This is filled in as far as we are able to do from the data at hand. Page 3 is in two different forms, one for an individual and the other for a corporation, and you can throw out the form not applicable, depending upon whether the mortgagee is of the one status or the other.

If there is anything further we can do to assist in this matter, kindly let us know.

Very truly yours,

C. F. HANNEY

Asst. District Counsel.

incl.

RELEASE UNDER _____

STATE OF _____ }
COUNTY OF _____ }

WHEREAS, on the _____ day of _____, A. D. 191 _____,
W. F. Payne
_____ of _____ El Paso,
County of _____ El Paso, State of _____ Texas, did execute,
acknowledge, and deliver to _____
_____ of _____, County of _____
State of _____, a certain _____,
duly recorded in the records of _____ County, _____
in Book _____, page _____, all that certain tract or parcel of land, lying and being
in the County of _____, in the State of _____,
described as follows, to-wit:

AND WHEREAS, by agreement dated November 18, 1919, between the United States of America and the said W. F. Payne
the said W. F. Payne

agree^s 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 NW $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 15, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ sec. 16, T. 31 S., R. 6 E., United States Reclamation Service survey, El Paso County, Texas, containing 2.5 acres, more or less, and more particularly described in said agreement dated November 18, 1919, to which reference is had for the purposes of this release;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That _____

for and in consideration of the premises and of One Dollar (\$1.00) to _____ in hand paid, the receipt whereof is hereby acknowledged, do hereby remise, set over, release, and reconvey unto the said W. F. Payne

his 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 _____ against all the remaining described land in the same manner and effect as if this release had never been executed.

IN TESTIMONY WHEREOF, _____

_____ hereunto
 subscribe _____ name this, the _____ day of _____, A. D. 191 .

Signed, sealed, and delivered in the presence of— _____

STATE OF _____ }
 COUNTY OF _____ } ss.

On this _____ day of _____, 191 ,
 before me personally appeared _____

_____ to me known
 to be the person described in and who executed the foregoing instrument, and acknowledged that
 _____ executed the same as _____ 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.

My commission expires _____

IN TESTIMONY WHEREOF, _____

has caused this instrument to be signed by its _____,

thereunto authorized by a resolution of the Board of Directors, and affixed its seal hereunto, this, the

_____ day of _____, A. D. 191 .

Signed, sealed, and delivered in the presence of—

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 191 ,

before me personally appeared _____

_____, to me known, and acknowledged that the

by him its _____, signed, sealed with its corporate seal, and delivered the foregoing

instrument for the purposes and considerations therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year

in this certificate first above written.

Notary Public.

My commission expires _____

RELEASE UNDER

TO

State of _____
County of _____ } ss:

I hereby certify that this instrument was
filed for record on the _____
day of _____, A. D. 191 _____,
at _____ o'clock _____ M., and duly
recorded in book _____
page _____, of the Records of Deeds and
Mortgages of said county.

County Clerk and Ex-officio Recorder.

Deputy.

Fees, \$ _____

THIS AGREEMENT, made July 5th
nineteen hundred and nineteen, between L. L. Vawell
and Edna L. Vawell, his wife, of El Paso
County, Texas, for themselves, their heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by
- - - L. H. LAWSON, Project Manager - - - United States Reclamation Service,
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902
(32 Stat., 388),

WITNESSETH:

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

the county of El Paso State of Texas, to wit:
A tract of land approximately 3 miles northwest of the town of Ysleta, Texas, in the north half of the southwest quarter, Section fifteen (15), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey and surveys No's. 33 and 35, "Lafayette Place", and in the "Ysleta Grant", and more particularly described as follows: Beginning at the southeast corner of the tract of land herein described, which is a point on the property line between land of Vendor herein and W.F. Payne, Survey No. 36, from which point the southwest corner of said Section 15 bears South $34^{\circ}21'$ West, one thousand eight hundred ninety-nine & one tenth (1899.1) feet; thence North $63^{\circ}36'$ West at ninety-three & nine tenths (93.9) feet, boundary line between Surveys No's. 33 & 35, three hundred fifty-two & seven tenths (352.7) feet to point on property line between land of Vendor herein and W.F. Stuart, Survey No. 34, from which the southwest corner of said Section 15 bears South $23^{\circ}39'$ West, one thousand eight hundred eighty-three (1883.0) feet; thence North $60^{\circ}25'$ East, one hundred forty-four & eight tenths (144.8) feet along said property line to corner, being northeast corner of said survey No. 35; thence South $63^{\circ}36'$ East, three hundred fifty-two & seven tenths (352.7) feet, thru survey No. 33 to point on property line between land of Vendor herein and said W.F. Payne, Survey No. 36; thence South $60^{\circ}25'$ West, one hundred forty-four & eight tenths (144.8) feet along said property line to point of beginning; said tract of land containing ninety-seven hundredths (0.97) of an acre, more or less.

The vendors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the vendors in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

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

Witnesses:

Paul Miller
of *both signatures*
Jane H. Miller
of *both signatures*

Edna C. Vowell
C. L. Vowell
Vendor.

of _____

For and on behalf of the United States.

of _____

STATE OF *Texas*
COUNTY OF *El Paso* } ss:

I, *F. G. Alderete*, a *Notary Public*

in and for said county, in the State aforesaid, do hereby certify that *C. L. Vowell and Edna C. Vowell, his wife*, 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

said C. L. Vowell and Edna C. Vowell

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

I further certify that I did examine the said *Edna C. Vowell* 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 *5th* day of *July*, 191*9*

[SEAL.]

My commission expires *June 1-1921*.

Approved _____, 191*9*

F. G. Alderete
Notary Public

El Paso, Texas, July 22, 1919.

Mr. W. F. Payne,

El Paso, Texas.

Dear Sir:

We have your letter of the 21st instant in regard to the proposed land purchase from C. L. Vowell.

Our letter of the 12th was written in the light of our enforced appreciation of the fact that, under the Government regulations, it is absolutely impossible for us to deliver a check until the title to lands in the United States is fully perfected. Thus we are not able to comply with your suggestions, which could of course readily be carried out among parties acting in their private capacities. We regret that this is the case, but there does not seem to be any way around it.

As stated in our former letter, we are willing to do everything that is right to protect your interests; and not only this, but we must protect the interests of the United States by always securing such outstanding claims. To this end our proposition is simply that you either execute a quitclaim deed, or else join in the contract already signed by Mr. Vowell, and in the former case a check would be drawn to Mr. Vowell, and in the latter, to him and yourself jointly. We believed that you would prefer the latter method of payment, and therefore submitted the contract for your signature. We also suggested that, while it appeared that you were entitled to the entire proceeds of the check, it would probably be necessary to inform Vowell what credits you would allow him before he would endorse to you his share of the check, or the entire proceeds of a check drawn to him if you adopted the course of merely executing a quitclaim deed and allowed us to deal with Vowell alone in the matter of payment.

In line with our former communication we took the liberty of writing Mr. Vowell as follows:

"A check will be drawn in favor of yourself and Mr. Payne jointly, and, while we understand that Mr. Payne will very likely insist that you endorse the check to him, he will at the same time agree by letter or otherwise to allow you whatever amount is agreed upon between yourself and him as being your share of the proceeds of this check, as a credit upon your account with him for the purchase of the ranch. We believe that if you obtain from Mr. Payne a communica-

tion in writing as to the credit which he will allow you, that your interests will be amply protected at the time you endorse the Government check over to Mr. Payne."

The Reclamation Service stands ready to complete the papers for this purchase as soon as the parties agree between themselves, and we believe we have done our fair share toward bringing them together in the matter.

It has been intimated that full title to the land may again revert to you. If this is the case the entire transaction might be held up until such time as you could give us a conveyance unincumbered, provided, of course, that Mr. Vowell does not sooner insist upon a settlement under his present rights.

Very truly yours,

C F HARVEY

Assistant District Counsel.



July 21, 1919

Mr. L.M. Lawson, Dist. Mgr.,
U.S. Reclamation Service,
El Paso.

Dear Sir:-

Replying to letter of the 12th inst. from the Asst. District Counsel in regard to the two tracts of land in Lafayette Place which have been deeded to C.L. Vowell, beg to advise that I will execute a release to the Government for right-of-way provided Mr. Vowell will endorse the Government check over to me in full amount of same to be credited, first to the payment of interest due and second any sum that may be left over to be credited on the principal of Vowell's note to me. It will be necessary for the Reclamation Service or Water Users Assn. to get Mr. Vowell to agree to endorse and then to endorse the check and the check to be turned over to me with his endorsement thereon, at which time I will gladly execute the necessary Quit Claim Deed.

The past due interest and payments on the principal of Vowell's note is considerably more than the Government will pay him and me jointly for the right-of-way and he certainly should not object to turning the money over to me knowing that the full amount of the payment from the Government will be credited on his note as principal and interest.

Trusting the above will be entirely satisfactory, I am

Yours very truly,

El Paso, Texas, July 12, 1919.

Mr. C. L. Vowell,
Caples Building,
El Paso, Texas.

Dear Sir:

The agreement to sell land to the United States for the Mesa Drain, which has been signed by yourself and wife, dated July 5, 1919, has been received in this office, and our investigation of the ownership of the land involved leads us to advise as follows:

We understand that Mr. W. F. Payne has put you into possession of this land and has executed a conveyance of some sort retaining a vendor's lien, the conveyance not being officially recorded. Also that the vendor's lien is for a large fraction of the value of the land and that as to the particular right of way to be conveyed to the United States, Mr. Payne is not willing to release the lien unless his interest is protected. In view of these facts we are today sending the agreement to sell to Mr. Payne with the request that he sign the agreement and when the transaction reaches the proper stage after the approval of this agreement by our Department, we will request Mr. Payne also to join in execution of the warranty deed which will run to the Government.

A check will be drawn in favor of yourself and Mr. Payne jointly and while we understand that Mr. Payne will very likely insist that you endorse the check to him, he will at the same time agree by letter or otherwise to allow you whatever amount is agreed upon between yourself and him as being your share of the proceeds of this check, as a credit upon your account with him for the purchase of the ranch. We believe that if you obtain from Mr. Payne a communication in writing as to the credit which he will allow you, that your interests will be amply protected at the time you endorse the Government check over to Mr. Payne.

In view of the fact that, while you are in possession of the land, Mr. Payne still has the record title, you will appreciate the necessity of our dealing with Mr. Payne as well as yourself. If you can prevail upon Mr. Payne to release the vendor's lien, and have the conveyance running to yourself recorded, we will be glad to deal with you direct.

g n t
est antd, c.

El Paso, Texas, July 12, 1919.

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

Dear Sir:

Yesterday Mr. Hoadley discussed with you the matter of acquiring a right of way for the Mesa Drain over land which we understand Mr. C. L. Vowell has purchased from you and of which he holds possession, but to which he has no record title, the deed running to him never having been recorded, and that by means of this conveyance you have retained a vendor's lien upon the property. These being the facts we, of course, recognize your interest and looking to some feasible method of closing the transaction we are making the following suggestions:

Mr. Vowell has executed an agreement to convey the land to the Government for the right of way and this agreement is enclosed herewith, and we ask that you also sign it. After approval of this contract by our Department, we will ask you to join in a deed with Mr. Vowell conveying the land and in payment a check will be drawn jointly to yourself and Mr. Vowell. This check can then be endorsed to you by Mr. Vowell, and preceding this endorsement Mr. Vowell will probably want you to state in a letter what credit you will allow him upon his land contract by reason of his having allowed you to take the entire proceeds of the check.

We are this morning writing Mr. Vowell to similar effect and we believe this is the only feasible way out of the transaction. You must appreciate that under the regulations of the Treasury Department it is impossible for a check to be drawn to only one of the parties to a Government contract and in this case we seem to be absolutely under the necessity of contracting with more than one party. We have suggested to Mr. Vowell that if the conveyance which you have executed to him were recorded and you were to release the vendor's lien as to the particular right of way the Government is to acquire, we would be glad to deal with Mr. Vowell direct and leave you out of the transaction. However, we appreciate that this method of conducting the deal would leave you out entirely, and we do not suppose you care to release your lien.

If this proposition meets with your approval, kindly sign the contract and return it to this office. If it does not, kindly let us have your further view in the matter with the return of the contract.

Yours very truly,

Asst. Dist. Counsel.