

ROBINSON, HALLIE B.

WARRANTY DEED

(131) MESA DRAIN

0023-0079-0026-00

13-(26) TEXAS

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

KNOW ALL MEN BY THESE PRESENTS:

That I, **Hallie B. Robinson, a widow,**

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

**Seventy-five and 0/100 (\$75.00)**

**DOLLARS,**

to ~~me~~ in hand paid by **The United States of America, pursuant to the provisions of the Act of Congress of June 17, 1902 (32 Stat. 388),**

the receipt of which is hereby acknowledged

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

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

A tract of land approximately four and three-quarters miles northwest of the town of Clint, Texas, in the northeast quarter of the northwest quarter of section sixteen (16) and the northwest quarter of the northeast quarter of said section sixteen (16), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being also in the Socorro Grant and more particularly bounded and described as follows: Beginning at the southwest corner of the tract herein conveyed, which is a point on the property line between the Grantor herein and A. Schildnecht; running thence north 45°16' west four hundred fifty-eight and nine-tenths (458.9) feet to the northwest corner, from which point the northwest corner of said section sixteen (16) bears north 75°36' west two thousand three hundred thirty-four and two-tenths (2334.2) feet; thence north 65°17' east one hundred twenty-eight and two-tenths (128.2) feet on the property line between the Grantor herein and S. B. Orndorff; thence south 45°16' east five hundred seventy-two and four-tenths (572.4) feet; thence north 82°24' west one hundred ninety-eight and eight-tenths (198.8) feet on the property line between the Grantor herein and A. Schildnecht, to the point of beginning; said tract containing one and forty-two hundredths (1.42) acres, more or less;

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

**The United States of America and its**

~~heirs and assigns~~ 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**

~~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 **14th** day of

**September** A. D. 191 **8.**

Witnesses at Request of Grantor

**HALLIE B. ROBINSON**

STATE OF TEXAS,

COUNTY OF EL PASO.

Notary Public

BEFORE ME, Geo W Hoadley

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

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 14th day of September A. D. 1918  
(SEAL) My com exp June 1 1919 GEO W HOADLEY

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. 191

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 14th day of Sept, A. D. 1918 with its certificate of authentication, was filed for record in my office this 16 day of Sept A. D. 1918, at 4.30 o'clock P. M. and duly recorded the 18 day of Sept A. D. 1918 at 1.17 o'clock P. M. in the records of said County, in Volume 324 on pages 478

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

W D GREET

Clerk, County Court.

By Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

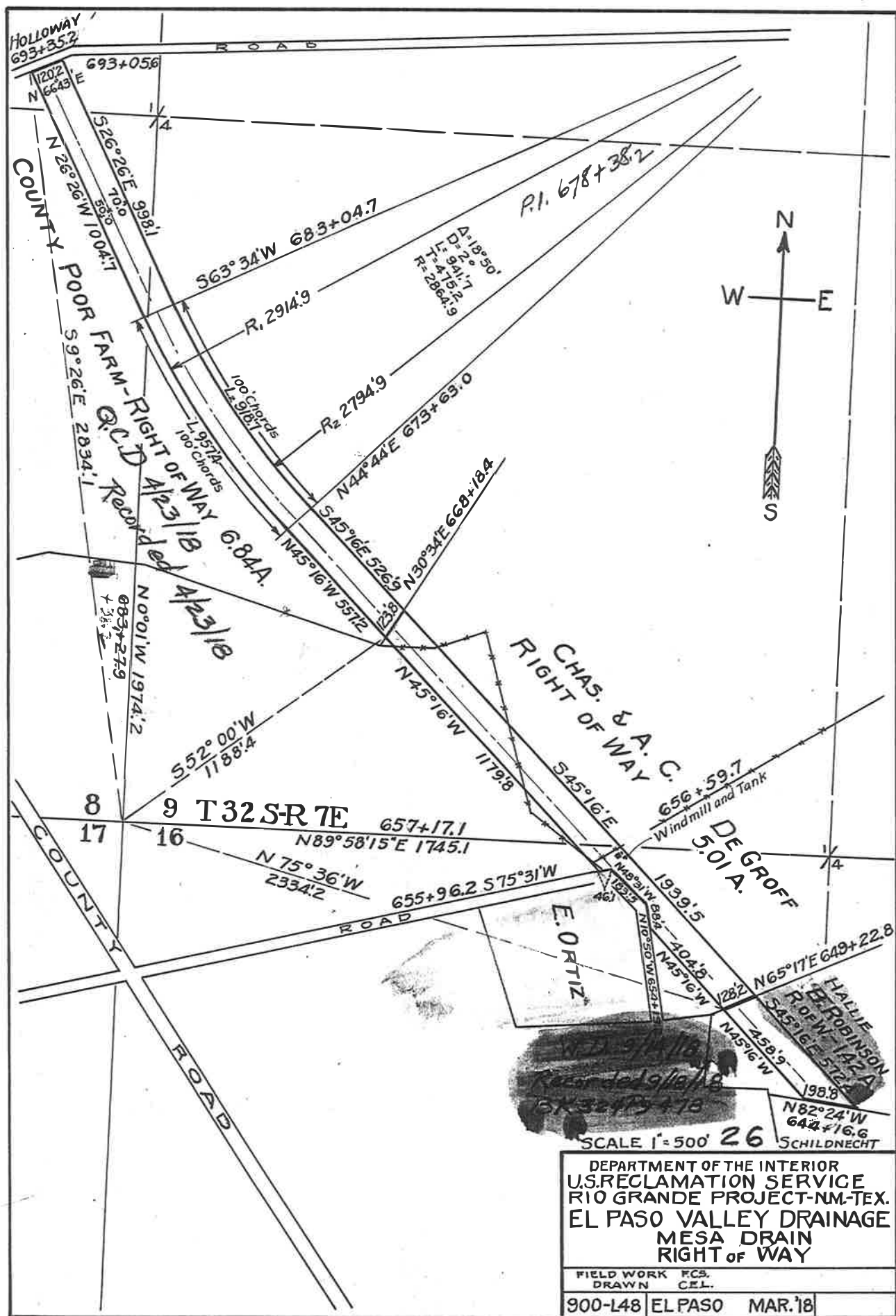
Filed for record 191

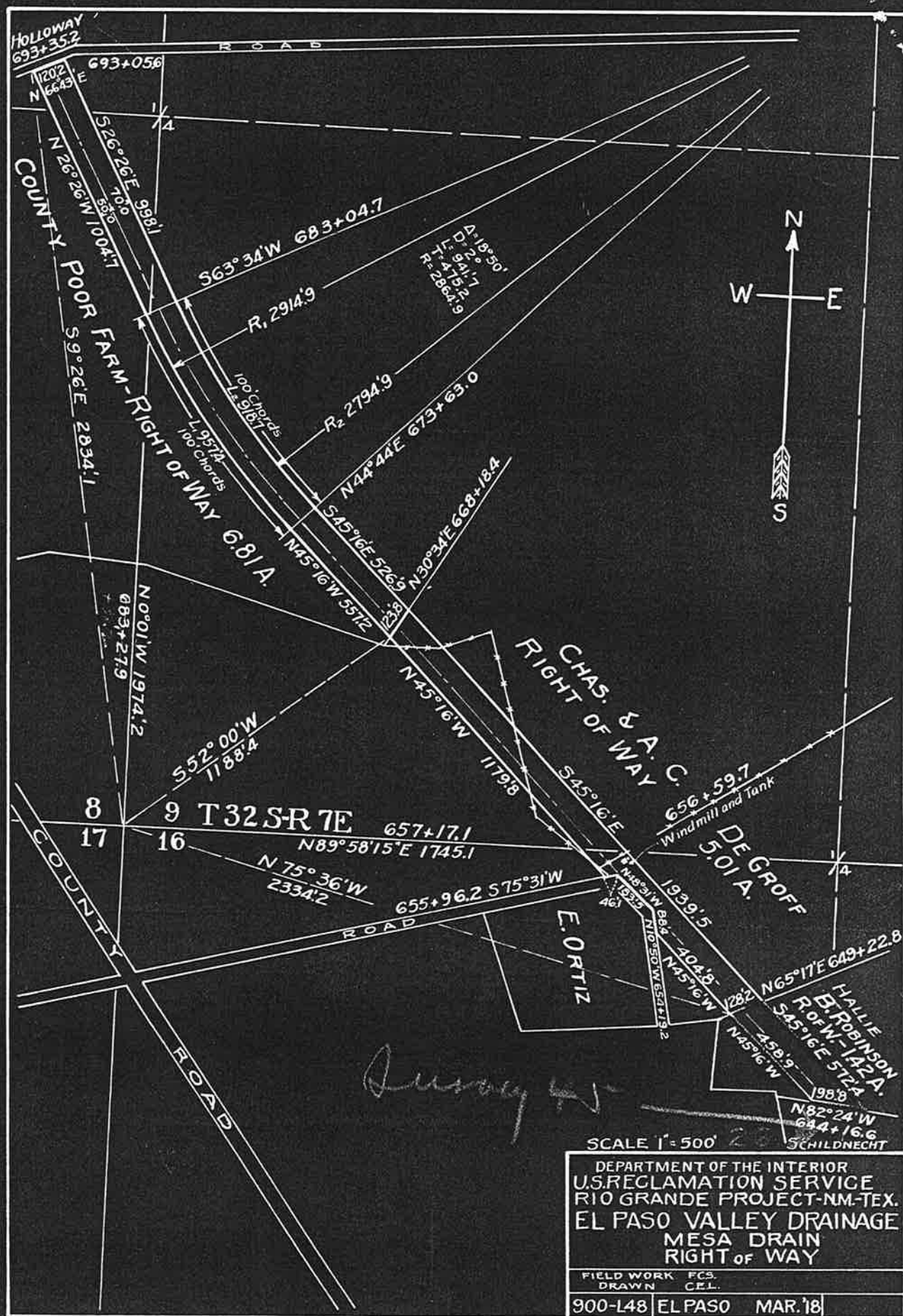
at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO





CH

El Paso, Texas, September 16, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated September 14, 1918, running from Hallie B. Robinson to the United States of America.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, September 11, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated July 20, 1918, between Hallie B. Robinson and the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

CH

El Paso, Texas, September 11, 1918.

Mrs. Hallie B. Robinson,  
Robinson Apartments,  
El Paso, Texas.

Dear Madam:

Inclosed is warranty deed running from yourself to the United States and conveying the land which is the subject of your agreement, which agreement has been duly approved by our Department. Kindly execute this instrument and return at your early convenience. The deed will be put on record, which must be done in order to accomplish the title guaranty. Title guaranty has to-day been ordered from the Stewart Title Guaranty Company, and with this at hand and return of the deed from the recorder's office, we will be in a position to make payment of the amount due you.

Very truly yours,

C. F. HARVEY

Assistant District Counsel.

incl.

If you can call at our office, the notary here will take your acknowledgment without charge to you.

El Paso, Texas, September 11, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Inclosed is blueprint showing land now held by Hallie B. Robinson, widow of W. F. Robinson, a portion of which land is to be conveyed to the United States for canal right of way, as shown on the print.

This land lies some four and three-quarters miles northwest of the town of Clint, Texas, in the Socorro Grant. The Schildknecht property lies to the south and is Survey No. 45, and Survey No. 44 lies on the south and east.

The Robinson land is one of five tracts conveyed by Teofilo Olguin to W. F. Robinson under date of December 27, 1892 (Book 23, pp. 475-479). This particular tract of some 10.5 acres was on the tax records until 1907, and since that date it appears to have been dropped.

Appropriate deed is to-day being sent to Mrs. Robinson for execution, and same will be put on record without delay.

We would like to have title guaranty for this land.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, August 19, 19 18

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated July 20, 1918 El Paso Project.

Executed by J L Burkholder Acting Project Manager

With Hallie S Robinson

Estimated amount involved, \$ 75.00 (See Reverse, Par. 3.)  
Authority No. 6-5.

Purpose of agreement:

Purchase of right of way for El Paso Valley mesa drain.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager  
at El Paso, Texas, and District Counsel

at El Paso, Texas, of the approval of the above.

inclo. Orig. & 3 copies contract.  
Certificate of recommendation.  
Rept. on land agreement.  
2 blueprints.

J L BURKHOLDER

(Signature.)

Denver, Colo., August 29, 19 18.

It is recommended that the above-described contract be approved.  
Please see notation on reverse hereof.

Inclosures:

Orig. & 2 copies of contract.

" 2 copies of form letters of transmittal.

" cert. of necessity

" report on land agreement

1 blue print

W. H. HAYES

Acting Chief of Construction.

Washington, D. C., SEP 6 - 1918

Contract (and bond, if any), was approved by Morris Bien, Acting Director

Original enclosed for record  
and further appropriate action

on SEP 6 - 1918

Morris Bien, Acting Director  
(over)

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

191 , with

*Hallie B. Robinson*

for the purchase of land required for

purposes,

Project,

County,

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

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.

*Acero Grant*

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

*Mrs Hallie B. Robinson (Widow)*  
*Robinson Apartments*  
*El Paso Tex*  
*Sod.*

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.

6-4803

*No*

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

*Not cultivated.  
Can be " "*

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.

*Wadlington Ditch  
all capable of irrigation*

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

*60 - 'to 85<sup>00</sup>/<sub>100</sub>*

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.

*Benefits only*

The above is a correct statement of the information procured.

Dated

191

(Signature)

*Geo W. Hoadley*

(Title)

*In Charge of Negotiations.*

Approved:

Project Manager:

## INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 edition, pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. 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 local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel 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., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. 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 local district counsel as above for reexamination.

6. 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.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, par. 12, page 227.

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

## REPORT ON LAND AGREEMENT.

For ----- purposes.

----- project.

Sec. -----, T -----, R -----, M -----.

Belonging to -----

County of -----

State of -----

Submitted by -----

Date ----- 191 -----

51-2-12  
51-2-51

6-4803

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **July 20** 191<sup>8</sup>, with  
**Hallie B. Robinson**

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.

**1.42 acres, in NE $\frac{1}{4}$  NW $\frac{1}{4}$  sec. 16 and NW $\frac{1}{4}$  NE $\frac{1}{4}$  sec. 16,  
T 32 S., R 7 E., 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.

**Texas land - 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.

**Mrs. Hallie B. Robinson, widow (sole survivor of H. B. Robinson Estate), Ramsey Apartments, El Paso, Texas.**

*Robinson*

*Open and 125.*

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.

**Mrs. Hallie B. Robinson,**

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

6-4903

**Subject to right of way under stock-subscription agreement between owner and local water users' association.**

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

**All land can be put under cultivation, but at present it is not cultivated.**

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.

**All irrigable under Rio Grande Project water rights.**

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

**\$60 to \$85 per acre.**

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

**The mesa drain will result in general benefit to landowners in the vicinity.**

The above is a correct statement of the information procured.

Dated **August 1, 1918**

191

(Signature) **GEO W HOADLEY**

**J L BURKHOLDER**

(Title) **Field Assistant,**

*In Charge of Negotiations.*

Approved:

**Acting** *Project Manager.*

## INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 edition, pages 233-237.

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(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.

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certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (c), paragraph 38, page 236 of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

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16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

## REPORT ON LAND AGREEMENT.

For ..... purposes.

..... project.

Sec. ...., T. ...., R. .... M.

Belonging to .....

County of .....

State of .....

Submitted by .....

Date ..... 191 .....

51-2-12  
51-2-51

6-4953

THIS AGREEMENT, made the 20th day of July,  
nineteen hundred and eighteen, between Hallie B. Robinson, Survivor  
xxx of the Estate of W. F. Robinson,  
and xxxxxx of El Paso  
County, El Paso, Texas, for herself, her heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by  
J L Burkholder, Acting Project Manager,  
E. E. 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 situated approximately 4-3/4 miles northwest of the  
town of Clint, Texas, in the NE 1/4 of the NW 1/4 of Sec 16, and the  
NW 1/4 of the NE 1/4 S ec. 16, T. 32 S. R. 7 E. of the U.S. Reclamation  
Service Survey, described as follows:

Beginning at the southwest corner, a point on the property line  
between the Vendor and A. Schildnecht; running thence N 45°16' W,  
458.9 feet to the northwest corner from which the NW corner of said  
Sec 16 bears N 75°36' W, 2334.2 feet; thence N 65°17' E, 128.2 feet on  
the property line between the Vendor and S. B. Orndorff; thence S 45°16'  
E, 572.4 feet; thence N 82°24' W, 198.8 feet on property line between  
the Vendor and A. Schildnecht to point of beginning; said tract  
containing 1.42 acres, more or less;

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

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

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

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of **seventy-five and 0/100 (\$75.00)**

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

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

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

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STATE OF

COUNTY OF

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[SEAL.]

My comm

Approved

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

Witnesses :

HALLIE B ROBINSON

Vendor.

of .....

J L BURKHOLDER

of .....

For and On Behalf of the ~~XXXXXX~~  
United States.

of .....

For and on behalf of the United States.

of .....

STATE OF Texas  
COUNTY OF El Paso } ss :

I, P F Knight

Notary Public

in and for said county, in the State aforesaid, do hereby certify that Hallie B Robinson

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.

~~I further certify that I did examine the said XXXXX XXXXX XXXXX XXXXX XXXXX~~

separate and apart from ..... husband, and explained to ..... the contents of the

foregoing instrument, and upon that examination ..... declared that ..... did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do

~~XXXXXX XXXXX XXXXX XXXXX XXXXX~~

Given under my hand and official seal, this 20th day of July, 1918

[SEAL.]

P F KNIGHT

My commission expires .....

Approved ..... , 191 .....

# AGREEMENT TO SELL

TO

UNITED STATES.

COUNTY OF } ss:

I hereby certify that this instrument was filed  
for record at my office at ..... o'clock ..... M.,  
..... 191....., and is duly  
recorded in Book ..... Page No. ....

By.....

Fees, \$.....

## AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF..... }  
COUNTY OF..... } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract  
executed by me, personally, with.....;  
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or  
advantage corruptly to the said..... or any other person or persons;  
and that the papers accompanying include all those relating to the said contract, as required by the statute  
in such case made and provided.

.....Engineer, U. S. R. S.

Subscribed and sworn to before me at.....

[OFFICIAL SEAL.] this.....day of....., A. D., 191..... My com-  
mission expires.....

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, August 17, 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 Hallie B. Robinson, in NE $\frac{1}{4}$  of NW $\frac{1}{4}$  sec. 16 and NW $\frac{1}{4}$  of NE $\frac{1}{4}$  sec. 16, 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 no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Field Assistant.

I further certify as to the above described land: That the owner of the Record Title, Hallie B. Robinson, cannot make affidavit as to her actual possession for a period of years immediately preceding the date of this transaction for the reason that she had not seen this land recently, or at all, and, in fact, did not know it was part of her estate; that the property is entirely uncultivated and is raw land without a trace of improvements or evidence of any kind of adverse possession, and upon interviewing several persons in this neighborhood I was informed that they were unaware that anyone had ever attempted to settle upon or otherwise set up any sort of possession to this land; that the land is included in the estate of W. F. Robinson, deceased husband of Hallie B. Robinson, and that he died the latter part of 1909 or early part of 1910, holding record title, as is evidenced by the title guaranty herewith, without adverse claimant appearing in the probate records, and that within such recent period as that after his death any evidences of later ad-

verse holding would be visible upon the land itself.

I further certify that upon personal inquiry at the office of the El Paso County tax collector made on September 14, 1918, I was informed that all taxes assessed and due against Hallie B. Robinson were paid, but that the above described land was apparently not on the tax rolls.

C F HARVEY

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Assistant District Counsel.

El Paso, Texas,  
November 7, 1918.

CERTIFICATE.

I HEREBY CERTIFY, That the land described in the agreement dated July 20, 1918, with Hallie B. Robinson, 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, \$75, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

J L BURKHOLDER

Acting Project Manager.

El Paso, Texas.  
August 17, 1918.