

780

BELT, DOROTHY STAHMANN et al

WARRANTY DEED

137

MIDDLE DRAIN

0023-0078-0018-00

12-(18)

TEXAS

1979-1980  
RIO GRANDE

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

KNOW ALL MEN BY THESE PRESENTS:

That we, Dorothy Stahmann Belt and Frank C. Belt, her husband, and W. J. Stahmann,

of the County of El Paso, State of Texas, in consideration of the sum of Eight Hundred Eighteen and 50/100 (\$818.50)

DOLLARS,

to us 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  
has we 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~~ ~~that~~ ~~it~~, 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 situated approximately one mile southeast of the town of Ysleta, Texas, in the southeast quarter of the southwest quarter of section thirty-six (36), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey and being also in the Ysleta Grant, more particularly described as follows: Beginning at the most easterly corner of the tract of land herein described, a point at the intersection of property line between Grantor herein and R. B. and C. B. Stevens with southwesterly right of way line of G. H. & S. A. railroad, and from which point the southeast corner of said section thirty-six (36) bears south 71°31'04" east two thousand nine hundred seventy and four hundredths (2970.4) feet; thence south 66°30' west one hundred twenty-two and ninety-two hundredths (122.92) feet along said property line to a point on a one thousand three hundred eighty-two and sixty-six hundredths (1382.66) feet radius curve, the tangent of which at said point bears north 55°00'06" west; thence northwesterly and to the left along said curve a distance of fifty-two and sixty-five hundredths (52.65) feet measured on one hundred (100) foot chords; thence north 37°11' west four hundred seventy-two and three-tenths (472.3) feet to a point on north property line of land of grantor herein; thence south 79°30' east one hundred seventy-six and eight hundredths (176.08) feet along said property line to southwesterly right of way line of G. H. & S. A. railroad and from which point the southeast corner of said section thirty-six (36) bears south 67°24' east three thousand three hundred twenty-nine and (3329.0) feet; thence south 37°11' east four hundred twenty-three and eighty-five hundredths (423.85) feet along said right of way line to point of beginning; said tract of land containing one and twenty-nine hundredths (1.29) acres, more  
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 ~~we~~ do hereby bind ourselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said The United States of America, its

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

WITNESS our hand a at El Paso, Texas, this 4th day of December

, A. D. 1919.

Witnesses at Request of Grantor

W A ROBERTS

DOROTHY STAHMANN BELT

F/C BELT

W J STAHMANN

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME, Geo W Hoadley

a Notary Public

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

Frank C Belt and W J Stahmann

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

Given under my hand and seal of office this 4th day of December A. D. 1919

GEO W HOADLEY

My com. exp. June 1 1921

Notary Public.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME, Geo W Hoadley

a Notary Public

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

Dorothy Stahmann Belt wife of Frank C Belt

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

Dorothy Stahmann Belt 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 4th day of December A. D. 1919.

GEO W HOADLEY

My com. exp. June 1 1921.

Notary Public.

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 4th day of Decr A. D. 1919 with its certificate of authentication, was filed for record in my office this 9th day of Decr A. D. 1919, at 4:00 o'clock P. M. and duly recorded the 16th day of Decr A. D. 1919 at 11:35 o'clock A. M. in the records of said County, in Volume 342 on pages 173

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 Florence C Rock 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



REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **under date of October 3** 19**19**, with  
**Dorothy Stahmann Belt and F C Belt, her husband,**  
for the purchase of land required for **middle drain (El Paso Valley)**  
purposes, **Rio Grande** Project, **E l Paso**  
County, **Texas.**

1. State description and *approximate area* of land to be conveyed. **1.29 acres of land**  
**in SE $\frac{1}{4}$  SW $\frac{1}{4}$  sec. 26, T. 31 S., R. 6 E., U.S.R.S. Survey, El Paso**  
**County, Texas.**

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

**Land is in State of Texas, where there is no United States public land.**

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.

**Dorothy Stahmann Belt, who holds land as her separate property.**  
**F. C. Belt, her husband, who is joined in the contract, as the**  
**laws of Texas require that husband should join in land con-**  
**tracts concerning wife's separate property.**  
**Addresses of both: Yalata, 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.

**The contractors, as above stated, no tenants.**

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

**Subject to right of way by virtue of stock-subscription contract**  
**running with land, made with water users' association (now the**  
**Irrigation District).**

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

**All of the land is in cultivation, and has a uniform valuation under this contract of \$200 per acre - for alfalfa stand. The amount to be paid is itemized as follows:**

Value of land alone, 1.29 acres at \$200	\$358.00
One adobe house	397.00
Fencing	63.50
	<hr/> \$818.50

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.

**All irrigable and actually irrigated under Rio Grande project water rights; all cultivated (see above under "6").**

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

**\$100 to \$500 per acre.**

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

**This right of way is a part of a small tract held as a home place, and the drain will do an over-all damage to this place, necessitating the owners to acquire land to the west in order to augment their now depleted acreage, or otherwise render the remainder of the property of very little value.**

Dated **October 3, 1919.**

191

(Signature) **GEO W HADLEY**

(Title) **Field Assistant.**

*In Charge of Negotiations.*

Approved:

**L M LAWSON**

*Project Manager.*

## INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1917 edition, pages 260-263.

1. As soon as possible after it has been ascertained that the property will be required, the project manager should forward to the director, through the chief of construction, 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 boundry lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 15-16, pp. 354-355.)

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 in 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. 25 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), and acts amendatory thereof or supplementary thereto, 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 project manager 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), par. 15, page 254, 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 district counsel in charge of titles and the officials at Washington, D. C. In this connection see also Manual, par. 14, page 254.

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

6-1933

THIS IS TO CERTIFY That F. C. Belt, who signed a certain contract between himself, et al., and the United States, dated October 3, 1919, for the sale of 1.29 acres of land therein more particularly described, is the same person who signed his name as Frank C. Belt as one of the grantors in a warranty deed running from himself, et al., as grantors, to the United States, dated December 4, 1919, and conveying the same land as that hereinbefore referred to; and that this certificate is based upon my personal knowledge of the said Belt derived from the fact of having as a notary public taken this party's acknowledgments of both the contract and deed above described.

Given under my hand and notarial seal this 19th day of February, A. D. 1920.

(SEAL)

GEO W HOADLEY

My com. exp.  
June 1 1921.

Notary Public In and For  
El Paso County,  
Texas.



AFFIDAVIT AS TO POSSESSION.

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

I, Dorothy Stahmann Belt, do solemnly swear that to my personal knowledge the land described in the contract dated October 3, 1919, made between myself and the United States of America, which land is located in SE $\frac{1}{4}$  SW $\frac{1}{4}$  sec. 36, T. 31 S., R. 6 E., El Paso County, Texas, and contains 1.29 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 seven 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.

DOROTHY STAMMANN BELT

Subscribed and sworn to before me at El Paso, Texas.

\_\_\_\_\_, this 3rd day of Dec \_\_\_\_\_,

A. D. 1919.

Chas B Stevens

Notary Public in and

My com. exp. June 1 1921 for El Paso Co Tex

MAR 24 1920

WRE-XL

Assistant to the Director.

Chief of Construction

Land acquisitions - Voucher in favor of Dorothy Stahmann Belt  
and P. C. Belt in the sum of \$370.68 - Rio Grande Project  
New Mexico-Texas.

7-11-20  
1. Replying to the Acting Chief of Construction's letter of  
March 17, 1920, upon the above subject find enclosures listed below.  
The other enclosures with project manager's letter of March 2 are  
not necessary for filing with the voucher and to escape handling  
papers as much as possible are filed here, except the enclosure  
mentioned as "certificate by notary." It is not in our file and was  
understood to relate to some executed document. But if not found in  
your office it may be disregarded, as the Chief Counsel advises that  
the title showing is reasonably satisfactory.

Encls. Possessory certificate dated Oct. 3, 1919.  
Original contract of Oct. 3, 1919  
Affidavit as to possession  
Copies Chief Counsel's letter Apr. 11 and  
June 26, 1918.  
Two blue prints

*Wm. H. Brown*

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

March 17, 1920.

Acting Chief of Construction,

Director, Washington.

Nature of title to land offered by Dorothy Stehmann Belt  
and F. O. Belt in the sum of \$730.68 - Rio Grande Project,  
New Mexico-Texas.

1. Director's letter of March 12 has been received.
2. The "certificate" referred to in the enclosures was not received.
3. The following is quoted from "enclosures" on letter from Project Manager to Chief of Construction, March 2, which letter was transmitted to your office with Disbursing Officer's letter of March 6:

Memorandum,  
Voucher and 2 copies,  
2 copies letters,  
Affidavit as to possession,  
Certificate by Notary,  
2 blueprints,  
Agreement to sell,  
Title guaranty,  
Original and 1 copy of warranty deed.

4. It therefore appears that the following were not returned to this office with your letter:

Memorandum,  
2 copies letters, (It is not clearly understood  
just what this item refers to.)  
Affidavit as to possession,  
Certificate by notary,  
2 blueprints,  
Agreement to sell,  
1 copy of warranty deed.

5. In view of the absence of important related papers as just listed, this office is reluctant to instruct

the Disbursing Officer to pay the present voucher and it will therefore be held until the necessary related papers have been received. If, however, it is your opinion that the voucher should be paid even in the absence of these related papers please wire to that effect upon receipt of this letter.

- - - - -

CC - P.M., El Paso, Texas.  
D.C., El Paso, Texas. ✓

CHAS. P. WILLIAMS.



Director,

MAR 12 1920

Chief of Construction, Denver, Colorado.

Nature of title to land offered by Dorothy Stammann Belt and F. C. Belt in the sum of \$730.66 - Rio Grande project, New Mexico-Texas.

1. I have examined the letter of March 6, 1920, by the Disbursing Officer upon the above subject and the accompanying papers and have replied separately with reference to the Schairer transaction.

2. I am advised by the Chief Counsel that the title to the land offered by the Belts as disclosed by the papers and under the Certificate of Guarantee by the Pioneer Abstract and Guarantee Title Company is reasonably satisfactory under the circumstances and may be accepted. The Project Manager identifies the Tax Collector's Certificate as to the payment of taxes upon certain lands as applying to the land offered to the United States by the Belts under agreement dated October 3, 1919, which is the land now under consideration. However, as pointed out heretofore, under the wording of the Title Certificate with reference to claims based upon adverse possession and boundary disputes, there is no insurance; and as the taxes might be upon such lands and not necessarily assessed against the whole tract, it is desired that there be, hereafter, a certificate by someone in possession of the facts who is an official or employee of the Reclamation Service or an affidavit by the Vendor identifying, when not done by the tax officer, the land upon which taxes are shown paid with the land offered to the United States in any specific case.

3. Therefore, the Disbursing Officer, on receipt of this communication, will be authorized to pay the voucher in this case and transmit it in the usual way with the papers required by the Reclamation Manual, including copy of this letter.

A. P. Davis

Enclosures:

Project Manager's letter of March 2, 1920;  
Deed showing as recorded original voucher and carbon  
Certificate;  
Title Guaranty No. 53.

Copies to: Disbursing Officer, Denver, Colo.  
D. C., El Paso, Texas.  
P.M., " " "

Appraisal Report.

We, the Undersigned, members of a board designated to fix the value of the land to be purchased from Dorothy Stahmann Belt and her husband by the United States for right of way for the El Paso Valley Middle Drain, Rio Grande Project, described in agreement to sell dated October 3, 1919, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$818.50.

J A Smith

Representative El Paso Valley  
Water Improvements District No. 1.

Geo. W. Roadley

Representative U. S. Reclama-  
tion Service.

El Paso, Texas.  
Oct. 3, 1919.

**F. C. BELT**  
Producer of  
**CHOICE BULK COMB AND  
EXTRACTED HONEY**

Ysleta, Texas, Oct. 28th, 1919

Mr. E. G. Hodley.

% U.S. Reclamation Service.

El Paso, Texas.

Dear Sir;

Inclosed you will find, statement from Tax Collectors  
office, covering amount of taxes for the years of 1917-1918 and  
1919. A total of \$74.57. (Seventy four dollars and fifty seven cents)  
I am sending you this statement, as per your request for same,  
I understand you people will pay the taxes, from the amount to  
be paid me for the right of way through my place.

Yours truly,

*F. C. Belt*

**F. C. BELT**  
Producer of  
**CHOICE BULK COMB AND  
EXTRACTED HONEY**

Ysleta, Texas, Oct. 28, 1919

Mr. C. F. Harvey.

Asst. District Counsel..U.S.R.S.

El Paso Texas

Dear Sir;

Yours of 25th inst. Regarding abstract of title, which you say, will be necessary to have certified to date.

I have no idea what the expense to this will be, it will be an additional expense which I had not looked for, when the abstract was turned over to you, I thought that would be all that was necessary, but if there should be anything arise, that the deed would take care of that.

Will the deed serve? or if not and it is necessary to have the title certified up to date. This will authorize you to have it done with the least expense possible.

Very truly Yours,

*Mrs. F. C. Belt*



(Description continued from page 1)

line of land of Grantor herein ; Thence South  $79^{\circ}30'$  East one hundred seventy-six and eight hundredths (176.08) feet along said property line to southwesterly right of way line of G. H. & S.A. R.R. and from which point the southeast corner of said Section thirty-six (36) bears South  $67^{\circ}24'$  East three thousand three hundred twenty-nine and no hundredths (3329.0) feet; thence South  $37^{\circ}11'$  East four hundred twenty-three and eighty-five hundredths feet along said right of way line to point of beginning; said tract of land containing one and twenty-nine hundredths (1.29) acres more or less.

The vendor 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 vendor 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 engages in selling such goods.

(Continued on printed page No. 2)

**POSSESSORY CERTIFICATE.**

Rio Grande Project,  
El Paso, Texas, October 3, 1919.

I, Geo. W. Headley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Dorothy Stahmann Belt and F. C. Belt, her husband, in SE $\frac{1}{4}$  of SW $\frac{1}{4}$  sec. 36, T. 31 S., R. 6 E., County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the said Vendors was in possession of any part of it.

**Geo W Headley**

---

**Field Assistant.**

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated October 3, 1919, with Dorothy Stahmann Belt and F. C. Belt, her husband, 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 middle drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$218.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. LAWSON

Project Manager.

El Paso, Texas,

October 3, 1919.

CARL Middle Grain COUNTY El Paso

1. Mailing address of each party Mrs Dorothy Stalman Belt  
Yoleta Texas
2. Personal status of each party (married, single, widow or widower): Married
3. List of improvements (state, as by itemized bill, how total consideration was fixed): 1.29 Acres @ 200-358.00  
Adobe House 397-  
Fencing 6350  
81850
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:
5. State whether or not land is homestead property
6. Survey number of tract (if not embodied in land description):  
in tax records: If no survey number is available state item  
in assessment book: Item (under whose name assessed and line number  
Acres: Assessed at \$  
other available information
7. Grantor will order title guaranty.  
☒ Grantor agrees that Service may order title guaranty and make deduction therefor. at expense of service  
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 licnor).  
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.



El Paso, Texas, October 25, 1919.

Mrs. F. C. Belt,

Ysleta, Texas.

Dear Madam:

In examining the abstract of title which you kindly loaned the Service for use in securing title guaranty for the middle drain right of way, we note that the abstract was certified to under date of July 23, 1915. It will, of course, be necessary for us to have the abstract certified up to date, in order that the attorneys for the title guaranty company may be assured of their facts in rendering an opinion on the title. While the Reclamation Service will, under the terms of the contract, bear all expense for the title guaranty, itself, we have no way of paying for any expense connected with the abstract, and thus we are asking if you will care to authorize an order to bring the abstract up to date. We understand that the land has not been the subject of any recent transactions, and this being the case, the cost of the necessary work would be very low.

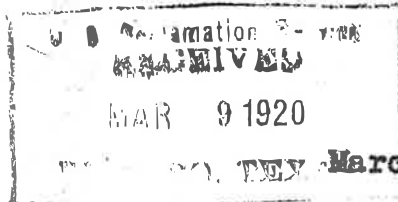
Trusting that we may hear favorably from you at an early date, and assuring you that the action on your part here requested will greatly hasten payment to you of the amount due, we remain,

Very truly yours,

C P HARVEY

Asst. District Counsel.

*Legal -*



Disbursing Officer

Director, Washington, D. C.

Payment for right of way Rio Grande Project, Texas.

1. Herewith are transmitted vouchers in favor of Dorothy Stahmann Belt and F. C. Belt, in the sum of \$720.66; and J. J. Schairer, in the sum of \$545.00, covering the purchase of parcels of land required by the United States in the operation of the Rio Grande Project. There appears to be some question as to whether or not the papers accompanying the vouchers clearly establish the fact that good title will vest in the United States after payment has been made. I have accordingly been advised by the legal section of this office not to pay the vouchers until passed on by the Washington Office.

2. In addition to the usual papers accompanying a voucher for land purchase there is also attached a memorandum from the legal section of the Denver Office with reply from the project manager.

- - - - -

S. E. HEDDEN.

Copy to P.M.  
El Paso, Texas.

El Paso, Texas, March 2, 1920.

From Project Manager

To Chief of Construction, Denver.

Subject: Voucher covering payment to F. C. Belt under agreement to sell land dated October 3, 1919 - Rio Grande project.

1. I am in receipt of the voucher and papers relating to the above described land purchase, which papers were sent for payment by the fiscal agent in the Denver office. No letter of explanation accompanies these papers, but there is attached thereto an unsigned memorandum. It is supposed that my comments are required upon the matters discussed in this memorandum.

2. The omission of the word "Town" from the deed will not render the description ambiguous. "The Ysleta Town Grant" makes for more particularity, but the right of way as otherwise described sets out a tract of land in an uncontrovertible manner.

3. As to the difference noted between 0.04 and 0.4, this relates to a reference and not to a distance applying to one of the boundaries of our right of way. Note that at most this amounts to about 4 inches in a distance of nearly a half a mile, and that, whichever distance is assumed, our actual boundaries would, on account of the relation of the reference course thereto, be varied by so slight a measure that it would be a practical impossibility to mark the same upon the ground for fencing purposes or other tangible use. Even though the decimal 0.04 is in error, in this case it would be in favor of the United States.

4. The omission of the words "of land" from the title guaranty is pointed out. I deem this matter to be too trivial to waste time over. One description reads, "the north property line of land of grantor," and the other, "the north property line of Grantor." Wherein lies the difference?

5. I am not clear from paragraph (6) of the memorandum what conclusion was drawn by the author. However, the date

tax  
of the certificate is December 1, 1919, and upon request of Mr. Belt that the Service pay taxes and make deduction therefor, this was done, under date of February 12, 1920, as is also evidenced by the same document. When taxes were paid, the tax collector also mentioned some other taxes that were due from Mr. Belt, and as there was some question as to whether these should or should not be regarded as relating to the Government right of way, it was thought best to pay everything and thus make a clear showing. The total amount of taxes paid is \$87.24, as shown by the deduction on voucher and as acquiesced in by Mr. Belt by his signing the voucher. Paragraph (b) of the memorandum questions the fact of whether or not the tax certificate applies to the land the Government acquired. It does; and that is the reason the title company put it in the document of which it is a part. In this connection see letter of February 27, 1920, from District Counsel, El Paso, to Chief of Construction, on the J. W. Johnson purchase.

6. As to the necessity of another tax certificate by an official of the Service, as mentioned in paragraph (d), attention is invited to contract with the Pioneer Abstract and Title Guarantee Company dated June 3, 1919, which provides that this company shall furnish tax statement in connection with the title guaranty, and which is the best and usual practice. Also, the instructions as to inclosing letters of April 11, 1918 and June 16, 1918, from Chief Counsel to District Counsel, El Paso, and as to tax certificates (contained in the latter communication), might now probably be regarded as superseded by both the provision in the above named contract and by the general authority for title guaranties contained in letter of February 5, 1920, from Assistant to Director to Chief of Construction, upon the subject of title guaranties and specially authorized clause as to doing of abstracting work needed in connection therewith. Your office may deem it proper merely to make a reference to the last named communication, if these papers are to be sent there for payment, as otherwise the matter is left in a somewhat confused state. See my letter to your office of February 27, 1920, in reference to the J. W. Johnson land purchase.

7. All papers are returned herewith with the request that fiscal agent make payment without further delay, as the landowner needs the cash to put up new buildings which were destroyed when the drain was put through his land. It is my suggestion that in similar cases where no substantial objections are offered to the payment of vouchers, that action be had to this end first, with discussion to follow later,



if necessary, at which time we will be glad to co-operate in supplying the examining officers with information upon such points as they do not understand.

L M LAWSON

Copy to Dr.  
D. C. El Paso.

incls. Memorandum.  
Voucher and 3 copies.  
2 copies letters.  
Affidavit as to possession.  
Certificate by notary.  
2 blueprints.  
Agreement to sell.  
Title guaranty.  
Orig. and 1 copy  
warranty deed.

El Paso, Texas, February 12, 1920.

Mrs. Dorothy S. Belt,

Ysleta, Texas.

Dear Madam:

Inclosed are tax receipts totalling \$87.84, which amount has been paid by the Reclamation Service and deducted from the purchase price of land taken for the middle drain.

The Project Office advise that voucher for the amount due you will at once be forwarded to Denver for payment.

Very truly yours,

P F DEET

District Counsel.

5 incls.

El Paso, Texas, February 10, 1920.

First National Bank of El Paso,

El Paso, Texas.

Gentlemen:

This is to advise that there is the amount of \$730.66 due Mrs. Dorothy S. Belt and her husband for right of way taken over her land by Reclamation Service canal, which check will be sent to these parties care of your bank. Check will be drawn to their order. Voucher for this amount has to-day been turned over to Mr. Belt for signatures, and will be sent to our Denver office for payment, with notation that check be mailed to above address, and in the ordinary course of our routine check should be mailed within two weeks after voucher reaches Denver.

Very truly yours,

P W DENT

District Counsel.

*To Mrs. Belt personally  
2/10-20*

El Paso, Tex.  
Feb. 9, 1920.

Mrs. Dorothy S. Belt,  
Ysleta, Tex.

Dear Madam:

Some days ago Mr. Belt was in our office and stated that he had procured the statement of taxes relating to your land, which we wished to get in order that this office could pay off the taxes and close the transaction. Mr. Belt stated that he left this tax statement with some member of our office force but a careful search has failed to produce it. It will be necessary for us to again take the matter up with the County Tax Collector and for them to render another statement. This will be accomplished as soon as possible.

Very truly yours,

P. W. Dent

District Counsel.

El Paso, Texas, December 15, 1919.

Mrs. Dorothy Stahmann Belt,  
Care F. B. Belt,  
Ysleta, Texas.

Dear Madam:

We are this morning in receipt of title guaranty for your land, and by the tax certificate embodied therein we note two items of unpaid taxes: one for the year 1909 amounting to \$1.96 and one for 1910 amounting to \$2.37. Upon due authority from you, we could pay these items and make deduction therefor, but as they are rather old we first desire to call them to your attention, with the suggestion that probably you would care to make inquiry at the county tax collector's office as to their correctness before authorizing payment.

With these items settled, and with return of the warranty deed from the county records, which should be accomplished within a very few days, we can voucher your account.

Kindly let us know in reference to the taxes at your early convenience.

Very truly yours,

C F HARVEY

Asst. District Counsel.

12/14-19  
Mr. Belt authorized  
payment of any due  
taxes stated to be due  
including 1917-18-19.  
Abstract of title  
returned to Mr.  
Belt personally  
12/14-19.  
Harvey

El Paso, Texas, December 4, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Dear Sirs:

Inclosed is warranty deed running from Dorothy Stahmann Belt et al. to the United States, with letter of transmittal to the county clerk. W. J. Stahmann has also been joined in this instrument as a grantor, in accordance with your request.

We trust that with this deed you will find title now in such condition that the certificate may issue.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incls.

El Paso, Texas, December 4, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated December 4, 1919, running from Dorothy Stahmann Belt, et al., to the United States.

Very truly yours,

C F HARVEY

Asst. District Counsel.

Incl.



El Paso, Texas, December 1, 1919.

Mrs. Dorothy Stahmann Belt,  
Care F. C. Belt,  
Ysleta, Texas.

Dear Madam:

Inclosed is warranty deed running to the Government, which please sign, also having your husband and father, W. J. Stahmann, sign, and return to this office. The Pioneer Abstract Company has requested your father's signature, in order to perfect title. With the deed properly executed and recorded, title guaranty can issue and the account then be vouchered and paid. The deed must be returned to this office, and we ask that you do not record it yourself, but leave this procedure to us.

This deed should have affixed to it an internal revenue stamp for documentary tax of \$1, which it is customary for the grantor to supply and which please do not overlook.

There is also inclosed an affidavit as to possession, which please sign and return to this office, inserting the appropriate number of years that you or that you and your father have been in possession of the particular land.

Very truly yours,

C. P. HARVEY

Asst. District Counsel.

incls.

El Paso, Texas, November 25, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated October 3, 1919, between Dorothy Stahmann Belt and the United States.

Very truly yours,

o f harvey

Asst. District Counsel.

incl.

El Paso, Texas, November 25, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

There are inclosed herewith abstract of title, blueprint, and application for title certificate relating to land held by Dorothy Stahmann Belt. There is 1.29 acres to be conveyed to the Government, more particularly described in contract dated October 3, 1919, which we are to-day filing for record. The consideration to be paid is \$818.50, and this apparently high cost arises because there was a house on the land.

This will authorize you to bring the abstract down to date to such extent that your examiner may pass on the title, and if found good in the proposed grantor we will at once have warranty deed executed and recorded.

Very truly yours,

C F HARVEY

Asst. District Counsel.

3 incs.

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

Witnesses:

\_\_\_\_\_ Dorothy Stahmann Belt  
of \_\_\_\_\_

\_\_\_\_\_ F C Belt  
\_\_\_\_\_ Vendor.

\_\_\_\_\_ The United States of America,  
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 \_\_\_\_\_ F C Belt  
and Dorothy Stahmann Belt  
who \_\_\_\_\_ are \_\_\_\_\_ personally known to me to be the persons \_\_\_\_\_ whose names \_\_\_\_\_ are subscribed  
to the foregoing instrument, appeared before me this day in person and acknowledged that  
\_\_\_\_\_ they

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 \_\_\_\_\_ Dorothy Stahmann Belt  
separate and apart from \_\_\_\_\_ her \_\_\_\_\_ husband \_\_\_\_\_, and explained to \_\_\_\_\_ her \_\_\_\_\_ the contents of the  
foregoing instrument, and upon that examination \_\_\_\_\_ did \_\_\_\_\_ declare 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 \_\_\_\_\_ 3rd \_\_\_\_\_ day of \_\_\_\_\_ October \_\_\_\_\_, 191 \_\_\_\_\_ 9

[SEAL.] \_\_\_\_\_ Geo W Hoadley  
My commission expires \_\_\_\_\_ June 1st 1921 \_\_\_\_\_ Notary Public in and for El Paso  
County, Texas.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 191 \_\_\_\_\_

Comptroller, U. S. R. S.

# Project Manager

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

Form 7-276  
12-11

THIS AGREEMENT, made the 3d day of October,  
nineteen hundred and nineteen, between Dorothy Stahmann Belt  
and F. G. Belt, her husband, ~~his wife~~ of Ysleta, El Paso  
County, Texas, for them selves, their 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 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 one mile Southeast of the town of Ysleta, El Paso County, Texas, in the Southeast quarter of the Southwest quarter of Section thirty-six (36), Township thirty-one (31) South, Range Six (6) East, United States Reclamation Service Survey and being also in the Ysleta Town Grant, more particularly described as follows: Beginning at the most easterly corner of the tract of land herein described, a point at the intersection of property line between Grantor herein and H. B. & C. B. Stevens with southwesterly right of way line of G. H. & S. A. R.R. and from which point the Southeast corner of said Section thirty-six (36) bears South  $71^{\circ}31'04''$  East two thousand nine hundred seventy and four hundredths (2970.4) feet; Thence, south  $66^{\circ}30'$  West one hundred twenty-two and ninety-two hundredths (122.92) feet along said property line to a point on a one thousand three hundred eighty-two and sixty-six hundredths (1382.66) feet radius curve, the tangent of which at said point bears North  $35^{\circ}00'06''$  West; Thence northwesterly and to the left along said curve, a distance of fifty-two and sixty-five hundredths (52.65) feet measured on one hundred (100) foot chords. Thence North  $37^{\circ}11'$  West four hundred seventy-two and three-tenths (472.3) feet to a point on north property  
(Description continued on sheet 1 - hereby made  
a part of this contract)

