

The State of Texas,)

County of El Paso.)

Known all Men by these Presents: that

Ie, Homer Wells and Ruby Wells, husband and wife,

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

Four hundred and eighty-one

DOLLARS

to us in Land paid by The United States of America, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat., 388),

the receipt of which is hereby acknowledged

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

~~of the County of El Paso, State of Texas, in consideration of the sum of~~ ~~Four hundred and eighty-one~~ ~~DOLLARS~~, 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 of land situated about one mile south of the town of Clint, Texas, in the north half of the southwest quarter and the south half of the northwest quarter of section eleven (11), township thirty-three (33) south, range seven (7) east, United States Reclamation Service survey, being a portion of Survey No. 48 of the San Elizaric Grant, and more particularly bounded and described as follows: Beginning at the southwest corner, a point on the property line between property of the Grantor herein and C. O. Coffin, from which the southwest corner of said section eleven (11) bears south 43°44' west two thousand seven hundred forty-eight and six-tenths (2,748.6) feet; thence north 40°11' west one thousand seven hundred forty-two and seven-tenths (1,742.7) feet; thence north 51°39' east one hundred twenty and one-tenths (120.1) feet; thence south 40°11' east one thousand seven hundred forty-seven and seven-tenths (1,747.7) feet; thence south 54°0' west one hundred twenty and three tenths (120.3) feet to the point of beginning; said tract containing four and eighty-one hundredths (4.81) 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 forever~~; and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and forever Defend, all and singular, the said premises unto the said The United States of America and its

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

Witness our hand @ at Clint, Texas this 21st day of

May

A. D. 1918.

HOMER WELLS

RUBY WELLS

Witness at Request of Grantor.

THE STATE OF TEXAS, }

County of El Paso.
A Notary Public

Before me, James E Bowen
in and for El Paso County, Texas, on this day personally appeared
Honor Wells

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 24 day of May A. D. 1918

JAMES E BOWEN

Notary Public El Paso
County Texas

THE STATE OF TEXAS, }

County of El Paso.
A Notary Public

Before me, James E Bowen
in and for El Paso County, Texas, on this day personally appeared
Honor Wells, wife of Walter H.

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 Honor Wells 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 24 day of May A. D. 1918

JAMES E BOWEN

Notary Public El Paso County Texas

THE STATE OF TEXAS, }

County of El Paso.

I, W D Groot Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the _____ day of _____, A. D. 191____, with its certificate of authentication, was filed for record in my office this 31 day of May, A. D. 1918, at 4 20 o'clock P M. and duly recorded this 4 day of June, A. D. 1918, at 3 50 o'clock P M. in the records of said County, in Volume 317 on Page 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 Groot

Clerk, County Court.

By (Sgd.) I N Woodard, Deputy.

TO

WARRANTY DEED
SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

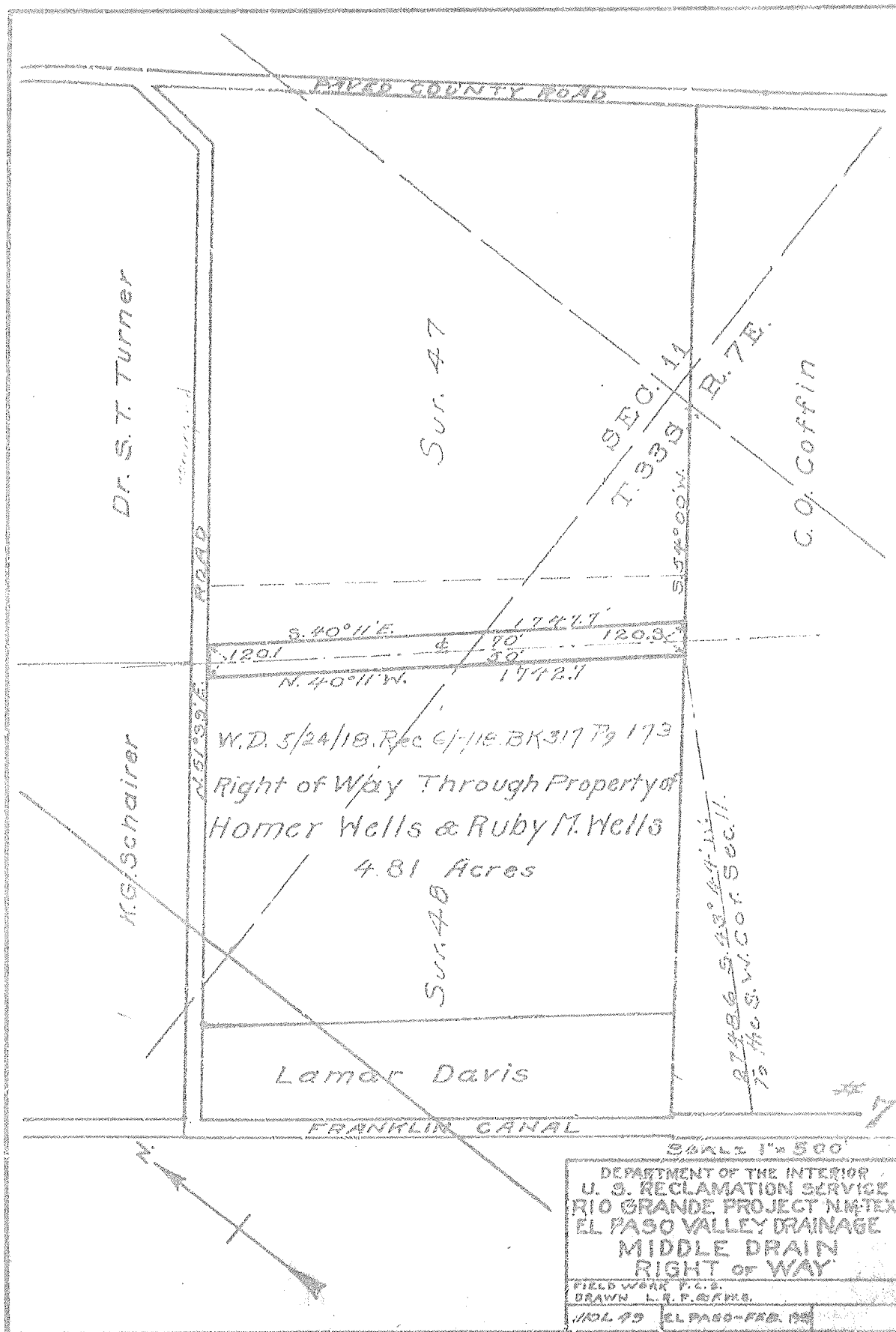
Filed for record _____ 191____

at _____ o'clock _____ M.

Clerk County Court.

By _____ Deputy.

EL PASO



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 29, 1946

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 April 25, 1946 Rio Grande Project

Executed by J. H. Leland Project Manager

With J. H. Leland and wife.

Estimated amount involved, \$ 400.00

Purpose of agreement: Purchase of right of way for El Valley divide drain.

Original and one copy of bond herewith. (Strike out if bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas,

and District Council at El Paso, Texas, of the approval of the above.

Include. Orig. & 3 copies contract.
1 duplicate.
copy on final agreement.
Certificate of recommendation.

(Signature.)

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

Approved by Morris Dier, Acting Director

Date of approval MAY 17 1946

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

Director and Chief Engineer.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made April 15, 1918 191 , with
Homer Wells and Wife.

for the purchase of land required for El Paso Valley middle drain right of way
purposes, Rio Grande Project, El Paso
County, Texas.

1. State description and approximate area of land to be conveyed. In El Paso County, Texas.
4.81 acres. Strip of land in north half of the southwest quarter
and south half of northwest quarter of sec 11 T 33 S R 7 E
U. S. Survey.
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.

No U. S. Public land in State of Texas.

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

Homer Wells, married; wife, Lucy M Wells.
Clint, Texas.

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

Homer Wells, owner.

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

Land is subject to Reclamation Service right of way by
virtue of agreement in stock-subscription contract between
water users' association and landowner.

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 right of way to be taken is in alfalfa. No buildings.

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 from Rio Grande project system.

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

\$125 to \$175 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.

Drain will result in general improvement of the land.

The above is a correct statement of the information procured.

Dated **April 29, 1918**

191

(Signature) **GEO N MCABLEY**

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

Approved: **L M LANSON**

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 United States Attorney for the district. For form of possessory certificate see also Par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz., the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), by the said party of the second part." etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States Attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

8. 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 cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent 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 cannot 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.

9. 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.

10. 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.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the Project Manager of the particular project, to be forwarded to the Director at Washington, D. C.

12. 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.

13. 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, a widow or widower.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.....

51-2-13
51-2-51

Affidavit As To Possession.

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

I, _____ do solemnly
swear that to my personal knowledge the land described in the
contract dated April 15, 1918, made between
myself and the United States of America, which land is located
1/4 SW 1/4 and SE 1/4 sec. 11, T. 33 S., R. 7 E.,
U.S. Reclamation Service survey, being also in Survey 48, San Elizario
grant El Paso County, Texas, has been and is now held in actual, ex-
clusive, and continuous possession of myself and my predeces-
sors in title for a period of 11 years im-
mediately 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.

HOMER WELLS

Subscribed and sworn to before me at El Paso, Texas, this
15th day of September, A. D. 1918.

(SEAL)

Notary Public in and for El
Paso County, Texas.

My commission expires
June 1, 1919.

This is to certify that upon personal inquiry made at the
office of the County tax collector for El Paso county, I was
informed that all taxes due and assessed upon the above de-
scribed land were paid up to date.

C. F. HARVEY
Assistant Dist. Counsel.

El Paso, Texas,
Aug. 5, 1918.