

480

NEWAM RESUME OF EJECTA WARRANT DEED RIVER DRAIN (UBD)

003# -0087-0048-00

21-(48) Texas

76

THE STATE OF TEXAS )  
County of El Paso )

KNOW ALL MEN BY THESE PRESENTS: That

CHARLES M. NEWMAN individually and as independent executor of the last will and testament of Ezekiel S. Newman, deceased, and as Trustee under said will for Fanny Mapel, a minor, CHARLES J. MAPEL individually and as Trustee under said will for said minor, Fanny Mapel, B. L. FARRAR and MYRA N. MAPEL, wife of said Charles J. Mapel, all of the County of El Paso, State of Texas, in consideration of the sum of ELEVEN HUNDRED THIRTY-SIX & 50/100(\$1136.50)DOLLARS to them in hand paid by the UNITED STATES OF AMERICA, acting pursuant to the Act of Congress of June 17, 1902(32 Stat., 388), the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed unto the said UNITED STATES OF AMERICA, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas, situated in the West half of the Southwest quarter( $W\frac{1}{2}SW\frac{1}{2}$ ) of Section thirty-two(32), and the Southeast quarter( $SE\frac{1}{4}$ ), the Northeast quarter( $NE\frac{1}{4}$ ), and the Northwest quarter( $NW\frac{1}{4}$ ) of Section thirty-one(31), Township thirty-three(33)South, Range eight(8)East, U.S.R.S.Survey, and in San Elizario Grant, being more particularly described as follows, to-wit:

Beginning at Sta.9+05 of the El Paso Valley River Drain, a point in the East boundary line of the tract of land conveyed by Felix Martinez to E. S. Newman, C. M. Newman and C. J. Mapel by deed dated August 21, 1911, recorded in Bk.174, page 607, Deed Records of said El Paso County, being also the line between said tract and land of L. E. Booker, which point of beginning is North  $1^{\circ}24'$  East approximately 670 feet from the North bank of the Rio Grande, and running thence with said line South  $1^{\circ}24'$  West ninety and eight-tenths(90.8)feet to the Southeast corner of the tract herein described, from which the Southwest corner of said Section thirty-two(32) bears South  $59^{\circ}37'$  West 1316.9 feet; thence North  $60^{\circ}25'$  West two thousand nine hundred eighteen and three-tenths(2918.3)feet; thence to the right on a curve of one thousand five hundred twelve and seven-tenths(1512.7)feet radius, a distance of eight hundred seven and eight-tenths(807.8)feet measured on 100-foot chords; thence North  $29^{\circ}50'$  West six hundred ninety and seven-tenths(690.7)feet; to line between land of grantors herein and land of J. N. Bradt; thence with said line North  $25^{\circ}47'$  East thirteen and three-tenths(13.3)feet, North  $15^{\circ}31'$  West one hundred eighty-six and two-tenths(186.2)feet; and North  $41^{\circ}03'$  West two hundred ninety-three and five-tenths(293.5)feet to the West right of way boundary of said River Drain; thence leaving Bradt's line and along said West boundary North  $29^{\circ}50'$  West one thousand one hundred sixty-four(1164)feet to the line of land belonging to W. N. Fink; thence along said line North  $15^{\circ}35'$  West two hundred nineteen and seven-tenths(219.7)feet to the Southeast corner of land belonging to the E. Kohlberg Estate; thence North  $55^{\circ}35'$  East twenty-six(26)feet to Sta.70+89 of said Drain; thence continuing on the same course sixty and two-tenths(60.2)feet to the Northeast corner of the tract herein described from which the Northeast corner of said Section 31 bears North  $84^{\circ}2'$  East 3134.7 feet; thence South  $29^{\circ}50'$  East 2548.4 feet; thence to the left on a curve of 1372.7 feet radius 832.9 feet measured on 100-foot chords; thence South  $60^{\circ}25'$  East 2843.3 feet to line of L. E. Booker hereinbefore mentioned and thence with said line South  $1^{\circ}24'$  West 68.1 feet to the point of beginning: said tract of land containing 19.14 acres, more or less.

Witness at Request of Grantor.

THE STATE OF TEXAS,

County of El Paso.

Before me

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

known to me to be the person whose name 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 day of A. D. 191

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,

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 day of A. D. 191, at o'clock M. and duly recorded this day of Apr, A. D. 191, at 9.30 o'clock A. M. in the records of said County, in Volume 312 on Pages 138

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.

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.

By Deputy.

ELLIS EL PASO

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

to \_\_\_\_\_ in hand paid by \_\_\_\_\_ the receipt of which is hereby acknowledged  
has \_\_\_\_\_ Granted, Sold and Conveyed, and by these presents do \_\_\_\_\_ Grant, Sell and Convey unto the said

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

To Have and to Hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said

**UNITED STATES OF AMERICA, its successors**

~~has~~ and assigns forever; and **they** do hereby bind **their** heirs, executors and administrators to Warrant and forever Defend, all and singular, the said premises unto the said

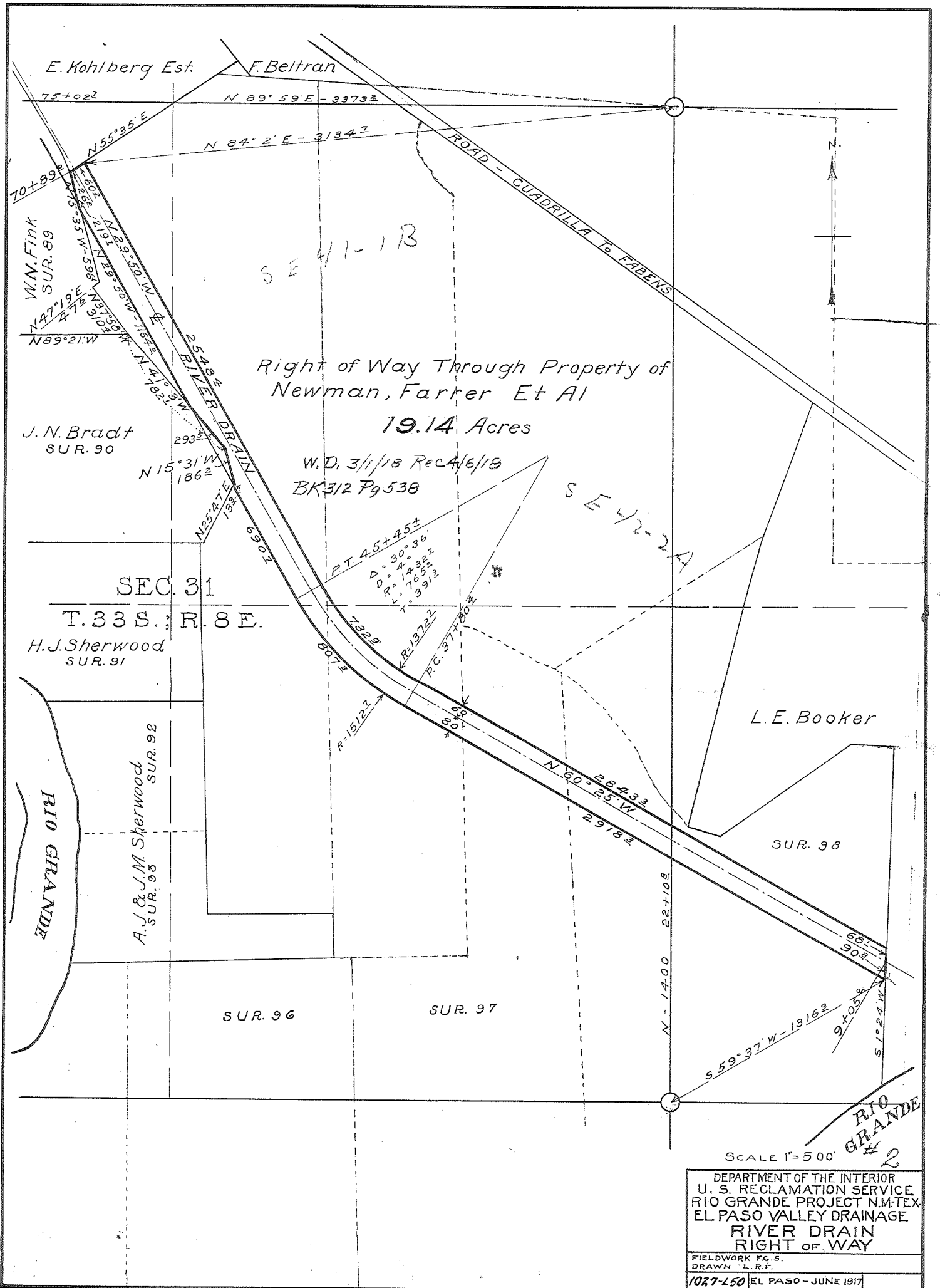
**UNITED STATES OF AMERICA, its successors**

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

Witness \_\_\_\_\_ hand \_\_\_\_\_ at \_\_\_\_\_ this \_\_\_\_\_ day of

March \_\_\_\_\_, A. D. 191\_\_\_\_\_

Witness at Request of Grantor.



No. 2.



CH

El Paso, Texas, April 1, 1918.

Mr. Charles M. Newman,  
Care Newman Investment Company,  
El Paso, Texas.

Dear Sir:

Receipt is acknowledged of letter of March 30 in regard to payment for right of way through the Martinez land. It will be necessary to get the deed back from the recorder's office and the abstract extended to include the deed to the United States, as stated in my letter of March 26, before the account can be passed for payment. The deed, abstract, and other papers are required to support the voucher. The abstract was returned with our letter of the 26th in order that you could have it extended, but as yet it has not been returned.

Assuring you that we will keep the matter moving toward a final settlement,

Very respectfully,

P W DENT CFE

District Counsel.

CHARLES M. NEWMAN

CHARLES J. MAPEL

**NEWMAN INVESTMENT COMPANY**  
REAL ESTATE AND INSURANCE BROKERS  
**EL PASO, TEXAS**

Legal Department,  
U. S. Reclamation Service,  
Mills Bldg.,  
El Paso, Texas.

Mar. 30th  
1918

Gentlemen:

On March 16th we forwarded you deed to right of way through the Martinez land, consideration \$1136.50, which deed we understand has since been placed on record by you. We would be pleased to receive your check to cover.

Yours truly,

Newman Investment Company,

By 

DRM.



CH

El Paso, Texas, March 26, 1918.

Mr. Charles H. Newman,  
Newman Investment Company,  
El Paso, Texas.

Dear Sir:

Receipt is acknowledged of letter of March 16, with deed running to the United States and conveying property which is the subject-matter of contract to sell dated August 14, 1917.

This deed has been placed on record and the abstract is returned herewith in order that it may be brought up to date to include the deed running to the United States. This is in accordance with the terms of the contract to sell.

Voucher is being prepared for your signature and that of Mr. B. L. Farrar, who joined with you in the contract, and when the voucher is signed and returned and the deed is out of the County Clerk's office, with abstract extended to cover same, this office will submit the necessary papers for approval and check can be drawn jointly to you and Mr. Farrar in payment.

Very respectfully,

P W DENT CFH

District Counsel.

incl.

CH

El Paso, Texas, March 26, 1918.

The County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Inclosed for official record is deed dated March  
1, 1918, running from Charles M. Newman and others  
to the United States.

Very respectfully,

P W DENT CFH  
District Counsel.

incl.

CHARLES M. NEWMAN

CHARLES J. MAPEL

**NEWMAN INVESTMENT COMPANY**  
REAL ESTATE AND INSURANCE BROKERS  
**EL PASO, TEXAS**

Legal Department,  
U. S. Reclamation Service,  
Hills Bldg.,  
El Paso, Texas.

Mar. 16th  
1918

Gentlemen:

We enclose deed of right of way through the  
Martinez land properly signed by Charles M. Newman,  
Charles M. Newman, Independent Executor of the Estate  
of E. S. Newman, Charles M. Newman and C. J. Mapel,  
Trustees for Fanny L. Mapel, B. L. Farrar, Charles J.  
Mapel and Myra N. Mapel; consideration is \$1136.50  
check for which we would be pleased to receive.

Yours very truly,

Newman Investment Company,

By 

DRM.

El Paso, Texas, Feb.28, 1918.

Mr. C. J. Mapel,

El Paso, Texas.

Dear Sir: \*

Herewith is inclosed warranty deed covering the tract of land to be conveyed to the United States by C. M. Newman et al for right of way - El Paso Valley River Drain.

Kindly have same executed by the several grantors and in the capacity of each as noted, and properly acknowledged, returning the deed at your early convenience thereafter.

When deed is received and abstract extended, voucher will issue for payment of the purchase price of land conveyed.

Very truly yours,

Asst. District Counsel.

CHARLES M. NEWMAN

CHARLES J. MAPEL

**NEWMAN INVESTMENT COMPANY**  
REAL ESTATE AND INSURANCE BROKERS  
EL PASO, TEXAS

United States Reclamation Service,  
El Paso, Texas.

Jan. 24th  
1918

Gentlemen:

Attention Mr. A. B. Prouss, Asst. District  
Counsel.

Referring again to title to tract of land known as the Wright or Martinez Tract, now owned by Newman, Mapel and Farrar, and referring specifically to your letter of Dec. 26th asking for certain corrections in title to said land, we take please in handing you herewith abstract #22669-1, which instrument shows as added pages, Quit Claim Deed from Moritz Lowenstein to Sustano Beltran, Deed from Commissioners Court to C. M. Newman, C. J. Mapel and B. L. Farrar, covering tracts of land conveyed from Sustano Beltran to P. T. Black and Reuben and Ernest Wright, abstracted at pages 17 and 18, Affidavit of H. B. Stevens and C. J. Mapel showing that Fanny Mapel, grandchild of M. S. Newman, is still living and tax certificate showing that all delinquent taxes against the land under consideration have been liquidated in full. This should cover the corrections which you request in your said letter of Dec. 26th and we trust will enable you to issue a voucher promptly in payment of the right-of-way heretofore conveyed to the Government.

We would call your attention to the fact that on page 191 of the abstract the will of E. S. Newman, Sr. is shown and under said will the conveyance made by C. M. Newman as Independent Executor of the Last Will and Testament of E. S. Newman, Sr. will convey any title which C. M. Newman, C. J. Mapel, Myra H. Mapel and Fanny D. Mapel may have in said land by virtue of said will.

Trusting that if any further information is desired you will not hesitate to call upon us promptly, we beg to remain

Yours very truly,

Newman Investment Company,

By *C. J. Mapel*

CHARLES M. NEWMAN

CHARLES J. MAPEL

**NEWMAN INVESTMENT COMPANY**

REAL ESTATE AND INSURANCE BROKERS

**EL PASO, TEXAS**

United States Reclamation Service,  
Office of District Counsel,  
El Paso, Texas.

Jan. 5th  
1918

Attention Mr. A. B. Preuss, Asst. District Counsel

Dear Sir:

We have before us your favor of the 26th relative to title to right-of-way through what is known as the Martinez Land and note the objections made to the title by your Examiner.

We regret indeed that you did not forward to us the abstract that same could be corrected at this time.

First Objection: You ask for deed from Commissioners' Court to perfect title to land covering conveyances from Sustano Beltran to P. T. Black and R. and E. Wright, abstracted pages 17 and 18 Abstract of Title.

We desire to know if a corporation deed on page 24, Mayor of San Elizario to Sustano Beltran does not cover this point. If not, it will be some time before we can secure Commissioners' Court deed and we are firmly of the opinion that said deed is of no value. We will secure it, however, if you insist upon it.

Second Objection: Affidavit showing whether or not M. Lowenstein, grantee under tax deed shown on page 22 ever lived on the land. We have in our hands Quit Claim Deed from M. Lowenstein to Sustano Beltran, which instrument was executed Dec. 13th, 1884 conveying the land in question, but was never filed for record. Please advise if the filing of this for record will cure this objection and if so, we will have it done.

Third Objection: If the abstract can be returned to us we will have proper notation made on tax certificate showing that delinquent taxes have been satisfied.

Fourth Objection: You ask for an affidavit from H. B. Stevens and C. J. Mapel to the effect that Fanny Mapel is no longer

United States Reclamation Service #2

living. As a matter of fact, Fanny Mapel is alive. The affidavit made by H. B. Stevens and C. J. Mapel was to the effect that C. M. Newman and Myra Newman Mapel were the heirs at law of E. S. Newman, Sr. Kindly advise if you desire an affidavit to the effect that Fanny Mapel is living and what the point is in connection with this objection. We might state that in the conveyance of title C. M. Newman will convey for himself and as Independent Executor of the Estate of E. S. Newman. Myra Newman Mapel and C. J. Mapel will also convey for their respective interest. The conveyance of C. M. Newman will carry the interest of Fanny Mapel.

Thanking you in advance for your early attention to points discussed here and trusting it will be possible to return the abstract at an early date that any corrections that are made in the title may be properly incorporated in said abstract, we beg to remain

Yours very truly,

Newman Investment Company,

By *CJ Mapel*

CJM

El Paso, Texas, Dec. 26, 1917.

Mr. C. J. Mapel,  
Newman Investment Company,  
El Paso, Texas.

Dear Sir: \*

Reference is made to your agreement to sell certain land to the United States for right of way El Paso Valley River Drain

examined  
the following requirements

ved from our  
title subject to

Deed from Commissioners of El Paso County to perfect title to the tracts of land covering conveyances from Sostenos Beltran to P. T. Black and Reuben and Ernest Wright, abstracted at pages 17 and 18 of the abstract of title:

Affidavit of one disinterested person showing whether Moritz Lowenstein, grantee under tax deed dated August 17, 1883, and abstracted at page 22 of the abstract, has been in possession of the land described in said deed for the last preceding ten years

Removal of tax lien shown at page 204 of abstract, the lien on Survey 95 not requiring removal for this transaction as said survey is not touched by the proposed canal line: and

Supplemental affidavit from Horace B. Stevens and C. J. Mapel showing whether Fannie Mapel, grandchild of E. S. Newman, Sr. deceased, is dead, as the affidavit appearing on page 198 of the abstract states merely that Chas. M. Newman and Mrs. Myra Newman Mapel are the only heirs-at-law of the deceased E. S. Newman, Sr.

Deed will be forwarded to you for execution by the several grantors upon receipt of the instruments above required, after which payment may be made within a short time.

Very truly yours,

Asst. District Counsel.



... to be forwarded for execution after which voucher  
for payment will issue.

Very truly yours,

Asst. District Counsel.

Subject: Purchase from C.M. Newman and B.L. Farrar, of  
land for Rio Grande Project, N.M.

1. Your letter of the 8th instant relative to the above purchase I found awaiting me on my arrival today from an official trip to Salt River and Yuma Projects. I recognize that the matter has been pending sometime, and I have progressed probably half through the abstract. The matter will be taken up immediately and concluded without further delay.

*Edwin H. Peery.*

El Paso, Texas, Dec. 8, 1917.

From Asst. District Counsel, A. B. Preuss,  
To District Counsel in Charge of Titles, Los Angeles.  
Subject: Opinion on title in connection with proposed purchase  
from C. M. Newman and B. L. Farrar for right of way  
for El Paso Valley River Drain, Rio Grande Project.

1. Mr. Newman one of the vendors in the above described proposed purchase appears very anxious for an early settlement of the transaction and has just communicated with this office requesting to be advised as to when payment will be made therein. In answer to a previous communication from him, I informed him under date of November 6th last that title papers and abstract had been forwarded to you for opinion, and as soon as they were returned, if title were accepted, a deed would be sent to him for execution.

2. From a perusal of the opinion which was written by Mr. Tyree, I am aware that there is a considerable amount of work to be done by way of investigating title; however, if consistent with your plans for the expedition of other work perhaps more important, I would greatly appreciate an early return of your opinion, not doubting that there may still be much to do in order to make title to the land in question acceptable.

- - - - -

CHARLES M. NEWMAN

CHARLES J. MAPEL

**NEWMAN INVESTMENT COMPANY**  
REAL ESTATE AND INSURANCE BROKERS  
**EL PASO, TEXAS**

Mr. P. W. Dent,  
% U. S. Reclamation Service,  
El Paso, Texas.

Nov. 3rd  
1917

Dear Sir:

We would be pleased to receive your advices as to the progress being made in connection with the issuance of voucher in payment of right-of-way through the land formerly owned by Martinez and now owned by C. M. Newman et al.

Yours very truly,

Newman Investment Company,

By 

CJM

El Paso, Texas, Oct.15, 1917.

The County Clerk,  
El Paso, Texas.

Dear Sir:

Inclosed herewith is Agreement to Sell dated August 14, 1917, between C. M. Newman and B. L. Farrar and the United States account right of way El Paso Valley River Drain.

Please record and return.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Oct. 11, 1917.

Mr. C. J. Mapel,  
Newman Investment Company,  
El Paso, Texas.

Dear Sir:

Acknowledging receipt of your favor of the 5th instant, you are advised that quit claim deed of W. N. Fink and abstract of title to land to be conveyed by you to the United States, have been received.

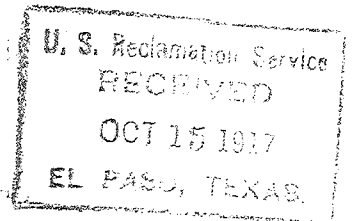
The opinion has been written and will be forwarded, together with abstract, to the counsel in charge of titles for further examination just as soon as the agreement has been approved by the Washington officials. Such approval may be expected at any day.

Very truly yours,

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.



From Acting Director

October 11, 1917.

To Project Manager, El Paso, Tex.

Subject: Contract of Aug. 14, 1917, with C. M. Newman and B. L. Ferrar, purchase of right of way for El Paso Valley Drain, Rio Grande Project, New Mex.-Tex.

1. The above contract was approved under date of Oct. 3, 1917, and the original contract is enclosed herewith for record and subsequent appropriate action.

2. Attention is called to the omission from the Report on Land Agreement (Form 7-281) of the information relative to the marital status of the contractors required in paragraph 3.

3. It is assumed that proper showing relative to this item will be made in connection with the transfer of title.

enc.

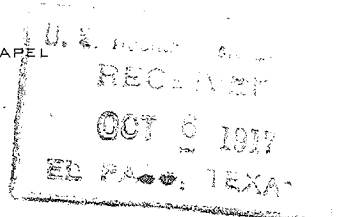
*Morris Bien*

Copy to D. C., El Paso, Tex.  
" " C. of C.

CHARLES M. NEWMAN

CHARLES J. MAPEL

**NEWMAN INVESTMENT COMPANY**  
REAL ESTATE AND INSURANCE BROKERS  
EL PASO, TEXAS



United States Reclamation Service,  
El Paso, Texas.

Oct. 5th  
1917

Gentlemen:

Attention Mr. Dent.  
Re: Right-of-Way Conveyed to Government by C.M.  
Newman et al Through Land near Fabens Known as  
Martinez or Wright Tract.

Some time ago we forwarded you Quit Claim in connection with right-of-way as above set up and also furnished complete abstract of title to the property. Up to the present writing we have received no voucher in payment of the amount agreed upon and we would request that you advise us just what the status of the matter is and how soon we may expect to receive liquidation of this account.

We also request that you instruct your surveying corps to set such stakes on the right-of-way conveyed to you that it may be possible for us to fence the property owned by us and in this way separate it from the property owned by the Government.

*Will Rose  
stake out  
JPM*

Yours very truly,

Newman Investment Company,

By *C. J. Mapel*

CJM

El Paso, Texas, September 18, 1917.

From Asst. District Counsel D. G. Tyree  
To Chief of Construction, Denver, Colorado,  
Subject: Contract dated August 14, 1917, with C. M.  
Newman and B. L. Farrar for purchase of right-  
of-way for El Paso Valley Drain-Rio Grande Project.

1. Letter from Acting Chief of Construction to the Project Manager, dated September 10, 1917, returning the above-described contract, has been referred to this office for attention.

2. The contract is now in proper form and is returned herewith with my approval as to form noted thereon. Only the original and three copies of the contract were enclosed with the above letter and it is presumed that you retained in your files the four copies of letter of transmittal.

3. Please expedite as much as possible the approval of this contract.

(sd) D. G. Tyree

Encls.

Orig. and 3 copies of contract.



CERTIFICATE.

I, F. M. Hough, Supt. of Construction, United States Reclamation Service, hereby certify that I have personally examined the land sought to be acquired by the United States from C. M. Newman and B. L. Farrar in the  $W\frac{1}{2}SW\frac{1}{2}$  of Section 32, and the  $SE\frac{1}{4}, NE\frac{1}{4}$  and the  $NW\frac{1}{4}$  of Section 31, T. 33 S., R. 8 E., U. S. R. S. Survey in the San Elizario Grant, for right of way for the El Paso Valley River Drain, Rio Grande Project, New Mexico-Texas, and that the said C. M. Newman and B. L. Farrar were in the actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners, and no other persons claiming a right in such land adverse to the grantors is in possession of any part of it.

(sd) F. M. Hough

El Paso, Texas, September 14, 1917.

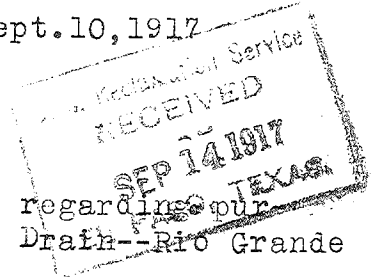
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**DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE**

Denver, Colo. Sept. 10, 1917

**From** Acting Chief of Construction  
**To** Project Manager, El Paso Texas.

**Subject:** Agreement with C.M. Newman and B.L. Farrar, regarding purchase of right of way for El Paso Valley Drain--Rio Grande Project.



1. The above described contract, transmitted by your form letter of August 29, 1917, was received on Sept. 1, 1917.
2. It is noted that the contract has not been approved as to form by the District Counsel. Also that articles 7 and 8 have not been filled in, nor have they been eliminated from the contract.
3. The original and 3 copies of contract are returned herewith for examination and approval of District counsel.

*R. J. Walter*

---

**Enc:**  
Original and 3 copies of contract.

CC-to D.C. El Paso Tex.

CHARLES M. NEWMAN

CHARLES J. MAPEL

**NEWMAN INVESTMENT COMPANY**  
REAL ESTATE AND INSURANCE BROKERS  
EL PASO, TEXAS

United States Reclamation Service,  
El Paso, Texas.

Sept. 7th  
1917

Gentlemen:

Re: Right-of-Way for Irrigation Ditch Through  
Land Known as Martinez Land.

Hand you herewith abstract of title 22669-2,  
El Paso Title Company to be used by you in connection with  
the right-of-way through the Martinez land, which we  
recently deeded to you.

You will also find attached Quit Claim deed  
for right-of-way through land owned by W. N. Fink, which  
deed has been properly executed and acknowledged.

We trust it will be possible to secure an opinion  
on this title at a very early date and that voucher may be  
issued promptly in payment of right-of-way as per our  
agreement.

We would also confirm herewith conversation had  
with your Mr. Huff which was to the effect that two bridges  
were to be put in by your department across the irrigation  
canal and that the present irrigation ditch, if interfered  
with by the drainage ditch, was to be carried across said  
drainage ditch in a satisfactory manner.

Yours very truly,

Newman Investment Company,

By



CJM

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, August 29, 1917 191

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

Subject: Forwarding contract for approval.

Agreement dated August 14, 1917. Rio Grande Project.

Executed by L. M. Lawson, Project Manager

With C. M. Newman and B. L. Farrar

Estimated amount involved, \$1136.50 (See Gen'l Order No. 124)



Purpose of agreement: Purchase of right of way for ~~El Paso~~ Valley River Drain.  
(See instructions on back, Pars. 4 and 5)

No Public Notice has issued on Rio Grande Project.

Original and one copy of bond herewith. (Strike out if no transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project

Manager at El Paso, Texas.

at \_\_\_\_\_  
for the approval of the above.

*L. M. Lawson*  
(Signature.)

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

Approved by *Morris Bien, Acting Director*

OCT 3 - 1917

Date of approval OCT 3 - 1917

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

Original enclosed for record *herewith*

*Morris Bien,*  
*Acting Director.*

Denver, Colo. Sep. 20, 1917.

Respectfully transmitted to Director, Washington, for approval.

- 3 copies form letter
- 3 copies contract
- 1 original of agreement
- 1 original of certificate (original)
- 1 original of appraisal.
- 1 original certificate of appraisal.

Acting Chief of Construction

THIS AGREEMENT, made August fourteenth

nineteen hundred and ~~seventeen~~ between C. H. Newman & B. J. Farrar

and ~~his wife~~ of El Paso

County, Texas, for them selves, their heirs, legal representatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

J. R. [Name], Project Manager of the United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$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 in the East half of the Southwest quarter (NW 1/4) of Section thirty-two (32), and the Southeast quarter (SE 1/4), Northeast quarter (NE 1/4) and the Northwest quarter (NW 1/4) of Section thirty-one (31), Township thirty-three (33) South, Range eight (8) East, of the U. S. Reclamation Service Survey in the San Alvarado Grant, said tract being a portion of the right of way for the El Paso Valley River Drain, and being more particularly described as follows: Beginning at Station 9 plus 05 of said drain, a point on the property line between property of Vendor and property of J. E. Becker running thence South 1° 24' West on said property line, a distance of ninety and eight-tenths (90.8) feet to the Southeast corner of the tract herein described, from which the Southwest corner of said Section thirty-two (32) bears South 89° 37' West one thousand three hundred sixteen and nine-tenths (1316.9) feet; thence North 60° 35' West two thousand nine hundred eighteen and three-tenths (2918.3) feet; thence to the right on a curve one thousand five hundred twelve and seven-tenths (1512.7) feet radius, a distance of eight hundred seven and eight-tenths (807.8) feet measured on 100-foot chords; thence North 29° 50' West six hundred ninety and seven-tenths (690.7) feet; thence on the property line between property of Vendor and property of J. E. Pratt, North 25° 47' West thirteen and three-tenths (13.3) feet; thence North 25° 31' West one hundred eighty-six and two-tenths (186.2) feet; thence North 41° 03' West two hundred ninety-three and five-tenths (293.5) feet to the East right of way

(Description continued on sheet No. 1 hereto attached & made a part hereof)

Approved as to form 44.7 District Counsel Date: Sept. 10, 1917

Checked as Engr. data. JMM

SHEET NO. 1.

boundary of said River Drain; thence along said West boundary North  $29^{\circ} 50'$  West one thousand one hundred sixty-four(1164) feet to the property line between lands of Vendor and W. N. Fink; thence along said property line North  $15^{\circ} 35'$  West two hundred nineteen and seven-tenths(219.7) feet to the Southeast corner of property of E. Kohlberg Estate; thence on property line between property of Vendor and property of E. Kohlberg Estate, North  $55^{\circ} 35'$  East a distance of twenty-six(26) feet to Station 70 plus 89 of said Drain; thence continuing North  $55^{\circ} 35'$  East a distance of sixty and two-tenths(60.2) feet to the Northeast corner of the tract herein described from which the Northeast corner of said Section thirty-one(31) bears North  $84^{\circ} 2'$  East a distance of three thousand one hundred thirty-four and seven-tenths(3134.7) feet; thence South  $29^{\circ} 50'$  East a distance of two thousand five hundred forty-eight and four-tenths(2548.4) feet; thence to the left on a curve of one thousand three hundred seventy-two and seven-tenths(1372.7) feet radius a distance of seven hundred thirty-two and nine-tenths(732.9) feet measured on 100-foot chords; thence South  $60^{\circ} 25'$  East a distance of two thousand eight hundred forty-three and three-tenths(2843.3) feet; thence on the property line between property of Vendor and property of L. E. Booker South  $1^{\circ} 24'$  West a distance of sixty-eight and one-tenth(68.1) feet to the point of beginning, said tract containing nineteen and fourteen one-hundredths(19.14) acres, more or less.

The United States Reclamation Service agrees to construct two wagon bridges across said river drain at point to be designated by the Vendor.

10. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

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

Witnesses:

..... C. H. Homan .....

of .....

..... B. L. Ferrer .....

Vendor.

of .....

..... L. H. Larson .....

For and on behalf of the United States of America.

of .....

STATE OF Texas .....

COUNTY OF Hill .....

ss:

I, L. D. Logan, a Notary Public .....

in and for said county, in the State aforesaid, do hereby certify that C. H. Homan & B. L. Ferrer

who are personally known to me to be the person or whose name is 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 ---

separate and apart from --- husband --- and explained to --- the contents of the

foregoing instrument, and upon that examination --- declare that --- did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do --- not wish to retract the same.

Given under my hand and official seal, this 15th day of August, 1917

[SEAL.]

(sd) L. D. Logan  
Notary Public in and for Blanco  
Co., Texas.

My commission expires May 31, 1919.

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

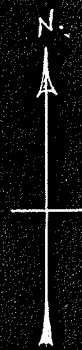
Comptroller, U. S. R. S.

st. F. Beltran

N 89° 59' E - 33732

N 84° 2' E - 31342

ROAD - CUADRILLA To FABENS



Right of Way Through Property of  
Newman, Farrer Et Al  
19.14 Acres

2548 RIVER DRAIN

2935  
31' W  
1862  
N 23° 47' E  
1332

31  
R. 8 E.

PT. 45+454  
D = 30° 36'  
R = 1432  
L = 765  
T = 391

7329  
R = 1512  
PC 37+804  
69  
80

N 60° 25' W  
28432  
29182

L E Booker

N - 1400 22+108

66  
90  
S 59° 37' W - 13162  
9+058  
S 1° 24' W

RIO GRANDE

SCALE 1" = 500

DEPARTMENT OF THE INTERIOR  
U. S. RECLAMATION SERVICE  
RIO GRANDE PROJECT N.M. TEX.  
EL PASO VALLEY DRAINAGE  
RIVER DRAIN  
RIGHT OF WAY

FIELDWORK FC. 5  
DRAWN L. R. F.

1027-150 EL PASO - JUNE 1917



## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **August 14,** 1917, with

**C. M. Newman and B. L. Farrar**

for the purchase of land required for **right of way for El Paso Valley River Drain**  
purposes, **Rio Grande** Project, **El Paso**  
County, **Texas.**

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

**19.14 acres(See description in contract)**

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.

**In state of Texas. Does not come under public land laws. Lies in San Elizario Spanish 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.

**C. M. Newman and B. L. Farrar, El Paso, Texas.**

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

**In possession of owners.**

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

**Land is not subject to right of way by contract or agreement.**

## 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.

CERTIFICATE.

I, L. M. Lawson, Project Manager, United States Reclamation Service, hereby certify that the land proposed to be acquired by the United States under the accompanying agreement to sell dated August 14, 1917, with C. M. Newman and B. L. Farrar, is necessary for the purposes of the Reclamation Act; that the consideration named therein is reasonable and just to all parties.

I further certify that it is necessary that the United States construct wagon bridges across the drain for the reason that the contractor's farm will be so divided by the drain that it will be landlocked unless such bridges are constructed by the United States.

I recommend that the agreement to sell be approved.

~~(sd) L. M. Lawson~~  
Project Manager.

W

Dated at El Paso, Texas,

this 29<sup>th</sup> day of August, 1917.

CERTIFICATE.

F. M. Hough, duly designated by the Project Manager, and J. D. Porcher, duly authorized representative of the El Paso Valley Water Users' Association, members of a board appointed to appraise the value of the land to be acquired by the United States from C. M. Newman and B. L. Farrar, hereby report as follows:

That the maximum valuation of the land in question was fixed at \$100.00 per acre and the price named in the contract is within such maximum limit.

Respectfully submitted,

F. M. Hough (sd)

J. D. Porcher (sd)

El Paso, Texas,  
August 27, 1917.