

786

FOX, EUGENE WARRANTY DEED SOUTHSIDE FEEDER LATERAL (San Elizario)

194

0023-00-⁷⁸-0012-00

12-12-1945

786

The State of Texas, }
County of El Paso.

Know all Men by these Presents: that

Eugene Fox, a single person, of Chicago, county of Cook, state of Illinois,

~~of the County of El Paso, State of Texas~~, in consideration of the sum of fifty-five (\$55.00) ----- DOLLARS

to him in hand paid by the United States of America, in pursuance of the provisions of the Act of Congress approved June 17, 1902 (32 Stat., 388).

the receipt of which is hereby acknowledged
has been Granted, Sold and Conveyed, and by these presents do he Grant, Sell and Convey unto the said United States of America

~~of the County of~~ El Paso, ~~and~~ El Paso, 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: being in Section eleven (11), Township thirty-two (32) South, Range six (6) East, N. M. P. M., more particularly described as follows to wit: Beginning at the southwest corner of Survey No. twenty-seven (27), Yeleta Town Grant, from which the northeast corner of Section eleven (11), Township thirty-two (32) South, Range six (6) East, bears north 9 degrees, 5 minutes east, three thousand and six (3,006) feet, thence north 26 degrees, 48 minutes west, five hundred and eighty-seven (587) feet to the northwest corner of said Survey No. twenty-seven (27), thence east twenty-eight (28) feet along the north line of said Survey No. twenty-seven (27) to Station 122 plus 63 on the proposed center line of the San Elizario Feeder, thence east thirty-three (33) feet along the north line of said Survey No. twenty-seven (27), thence south 26 degrees, 48 minutes east, five hundred and eighty-four (584) feet to a point on the south line of said Survey No. twenty-seven (27), thence south 86 degrees, 12 minutes west, thirty-three (33) feet along the south line of said Survey No. twenty-seven (27) to Station 128 plus 47 on the proposed center line of the San Elizario Feeder, thence south 86 degrees, 12 minutes west, twenty-eight (28) feet to the place of beginning, containing seven hundred and thirty-eight thousandths (0.738) of an acre; it being intended by this deed to convey the same strip of land described in contract of August 30, 1915, between Eugene Fox and the United States, which contract was filed for record on December 4, 1915, and was recorded December 13, 1915, in the Deed Records of El Paso County, Texas, in Volume 272 at page 575.

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 and

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

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

Witness my hand at Chicago this 29th day of May, A. D. 1916 Signed Eugene Fox

Witness at Request of Grantor. A. D. Latremouille

THE STATE OF TEXAS,

County of El Paso.

Before me

H. B. Kline

in and for El Paso County, Texas,

on this day personally appeared

Eugene Fox, unmarried

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 29th day of May A. D. 1916

Seal

H. B. Kline
Notary Pub.

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, E. B. McClintock

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 29th day of May, A. D. 1916, with its certificate of authentication, was filed for record in my office this 28th day of June, A. D. 1916, at 10:25 o'clock A. M. and duly recorded this 7th day of June, A. D. 1916, at 11:42 o'clock A. M. in the records of said County, in Volume 294 on Pages 134

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.

E. B. McClintock

Clerk, County Court.

By V. O. Puckett

Deputy.

Seal

Eugene Fox

TO

United States of America

WARRANTY DEED

SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for record 191

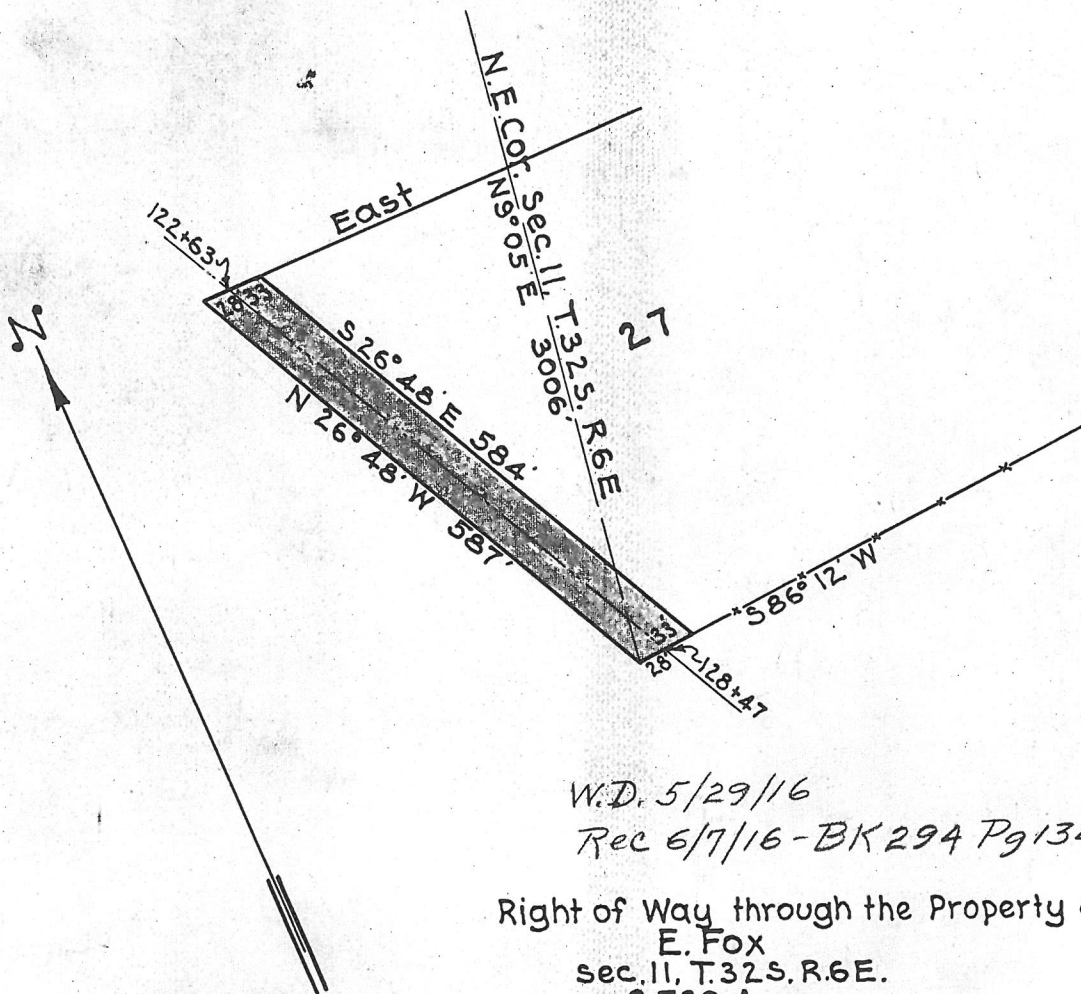
at o'clock M.

Clerk County Court.

By Deputy.

ELLIS EL PASO

(21)



W.D. 5/29/16

Rec 6/7/16 - BK 294 Pg 134

Right of Way through the Property of
E. Fox
sec. 11, T. 32 S. R. 6 E.
0.738 Acre

20

Drawn by W.P.B.
Traced by W.P.B.
Checked by
Approved

UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT N.M.-TEX.
A.P. Davis, Chief Engr. S.B. Williamson, Chief of Const.
R. F. Walter, Senior Engr.
SAN ELIZARIO FEEDER
EL PASO VALLEY
Scale: 1" = 200'
Ysleta, Texas. August 1915.

E 771 L-47

El Paso, Texas, June 19, 1916.

El Paso Title Company,

4th Floor, Two Republics Life Bldg.,

City.

Gentlemen:

There is enclosed herewith abstract of title #20092 covering 0.738 acre of land which has been conveyed by Eugene Fox to the United States. Please have this abstract extended to include deed from Fox to the United States recorded in Book 294, Page 134 of the Deed Records of El Paso County and any taxes or other liens or encumbrances of record adversely affecting the land since the date the abstract closed on April 1, 1916, returning the abstract when completed to this office.

Very truly yours,

John J. Buck,

Asst. District Counsel.

Enc.

El Paso, Texas, June 1, 1916.

County Clerk, El Paso County,

El Paso, Texas.

Dear Sir:

There is enclosed herewith for recordation in the records of El Paso County, warranty deed dated May 29, 1916, from Eugene Fox to the United States providing for the conveyance of 0.738 of an acre of land situate in El Paso County.

Very truly yours,

John J. Buck,

Asst. District Counsel.

Enc.

EL PASO & SOUTHWESTERN SYSTEM

MORENCI SOUTHERN RAILWAY COMPANY

TRAFFIC DEPARTMENT

72 WEST ADAMS STREET

MAY 31 1916

EUGENE FOX
ASSISTANT GENERAL TRAFFIC MANAGER

CHICAGO, ILL. May 29, 1916.

PLEASE REFER TO FILE NO.

Mr. P. W. Dent,
District Counsel,
Department Interior,
El Paso, Texas.

Dear Sir:-

In accordance with your favor of May 18th, I am handing you herewith Warranty Deed properly executed by me, covering conveyance to the United States of 0.738 of an acre of land in El Paso County, Texas which I agreed to convey on August 30th in my contract for the consideration of \$55.00. There was no incumbrance or lien whatever on this property.

Will you be kind enough to have sent me at your earliest convenience \$55.00 in settlement and oblige?

Yours truly,

Eugene Fox

Dict. Deed to County Clerk 6/1/16 for recordation

El Paso, Texas, May 18, 1916.

Mr. Eugene Fox,
C/o El Paso & Southwestern R. R.,
72 W. Adams St.,
Chicago, Illinois.

Dear Sir:

There is enclosed herewith for execution and acknowledgment before a notary, deed providing for the conveyance to the United States of 0.738 of an acre of land in El Paso County, Texas, needed as right of way for the San Elizario Feeder Canal, which you agreed to convey in contract of August 30, 1915, for a consideration of \$55.00.

After the ~~contract~~^{deed} has been signed and the notary has completed the acknowledgment, please send the deed to this office. On receipt of the deed the same will be recorded and the abstract of title extended to include such instrument. If there are then found to be no new liens or incumbrances of record affecting the land, voucher will be prepared and forwarded to you for signature and upon its return this voucher will be transmitted to Denver where payment will be made.

Very truly yours,

P. W. Dent,

District Counsel.

Enc.

Phoenix, Arizona,
May 16, 1916.

District Counsel in charge of Titles

District Counsel P. W. Dent, El Paso, Texas.

Purchase of land from Eugene Fox for the Rio Grande Project,
New Mexico-Texas.

1. I have considered the opinion of Assistant District Counsel John J. Buck of April 17, 1916, together with Abstract and other papers transmitted therewith, relating to the title of a strip of land 60 feet wide off the southwesterly end of Survey No. 27, Yaleta town grant, in El Paso County, Texas, containing .738 acre, situated in Section 11, Tp. 32 S., Range 2 E., New Mexico Principal Meridian.

2. This land is to be purchased from Eugene Fox in pursuance of his agreement of August 30, 1915, ~~to~~ conveyed ^{the} same to the United States for \$85.00. The opinion finds good title in the vendor excepting agreements with the El Paso Water Users Association, abstracted on pages 17 to 20.

3. On examination of the abstracted ^{and} papers I concur as to the condition of the title, except that it is my opinion that the instruments referred to, abstracted on pages 17 to 20, constitute no objection to the title for the purposes of this purchase. They are the usual stock subscription to the Water Users' Association, and a Trust Deed for the purpose of holding and conveying the land to a person qualified to obtain a water right under the Reclamation Law.

4. The contract of subscription is for the benefit of the United States, and the land subjected to the trust deed is land which

may come under the project. As the land to be purchased is to be devoted to canal purposes it can never come under the project, and therefore does not come within the operation of the trust.

5. I find therefore that on April 1, 1916, the date when the Abstract closed, good title to the premises to be conveyed was vested in Eugene Fox, unencumbered. The contract of sale may therefore be concluded by accepting a deed from the Vendor in the form transmitted with the papers, duly executed, and placing the same of record provided nothing has occurred adversely affecting the interest of the vendor subsequent to the date when the abstract closed. The abstract should then be continued to include the deed to the United States.

6. After title has vested in the United States free of encumbrance, consideration may be paid in the usual manner, the Fiscal Agent transmitting with his voucher, the papers required by the Reclamation Manual.

E. H. PEERY.

EHF-EFY

- Encls. 1. Opinion of Assistant District Counsel
2. Agreement of Sale
3. Form of Warranty Deed
4. Possessory Certificate
5. Abstract No. 2092 of the El Paso Title Co.

El Paso, Texas, April 17, 1916.

From Asst. District Counsel

To District Counsel in Charge of Titles, E.H. Peery, Phoenix, Ariz.

Subject: Opinion and title papers, land purchase from Eugene Fox under contract of August 30, 1915, Rio Grande project.

1. I have examined the abstract of title and related papers in connection with the acquisition by the United States from Eugene Fox of a strip of land embracing 0.738 of an acre situate in Sec. 11, T. 22 S., R. 6 E., N. M. P. M., El Paso County, Texas, needed as right of way for the San Elisario Feeder, Rio Grande project.

2. On page 3 of the abstract there is abstracted patent 293 dated May 28, 1873, issued by the state of Texas to the inhabitants of the town of Ysleta for what is known as the Ysleta Town Grant, said patent having been issued in pursuance of the provisions of an act of the legislature of Texas approved February 1, 1854, which authorized the issuance of patent. The strip of land sought to be acquired is situate within the exterior boundaries of this grant.

3. By deed dated August 9, 1873, the Acting Mayor of the town of Ysleta conveyed to Jose Guerra the land in Survey 27 of said grant comprising 17 acres (pp. 5, 6).

4. By warranty deed dated February 6, 1888, the said Jose Guerra and wife conveyed said 17-acre tract to Zeno B. Clardy and F. Desloge (p. 7).

5. On June 2, 1887, (filed for record Jan. 24, 1890) the said Zeno B. Clardy gave a deed of trust to Allen Blacker on land in the city and county of El Paso in which Clardy was interested and which was purchased in the names of F. Desloge and Zeno B. Clardy, and all land which might afterwards be acquired in said city and county in Clardy's name or in the name of Desloge and Clardy, said deed of trust being made to secure F. Desloge in the payment of certain promissory notes previously given by Clardy to Desloge for money furnished to purchase land in said city and county in the joint names of Clardy and Desloge, the notes being executed for 1/2 the purchase money. This deed of trust was released on October 4, 1902, and November 22, 1912 (pp. 13, 25).

6. It appears from page 9 of the abstract that there is a suit pending in the District Court of El Paso County, entitled State of Texas v. Desloge and Clardy, No. 4198. The abstract shows nothing more, there simply being a notation that "the papers in the above mentioned cause are out of the District Clerk's office, and there is no receipt for same,-- still pending".

7. On June 11, 1901, the said Zeno B. Clardy died leaving a will in which he appointed Allie ^{D.} Clardy, his wife, executrix. The will was duly admitted to probate and clause 5 thereof appears to have been carried out, namely, that "no other proceedings be taken in the courts, except to probate this will and file an inventory of my estate" (pp. 10, 11 and 12).

8. On pages 14 and 15 is the agreement dated June 26,

1905, between the Secretary of the Interior and the Elephant Butte and El Paso Valley Water Users' Associations spoken of in opinions on the title to other land in the Yal ta Town Grant previously submitted.

9. On October 25, 1905, the said Allie D. Clardy executed stock subscription contract with the El Paso Valley Water Users' Association for stock in said association to be appurtenant to the 17 acres in Survey 27 and other land (p. 16).

10. On pages 17 to 20 is abstracted contract and agreement dated October 27, 1905, between the said Allie D. Clardy as an individual and ^{and the El Paso V.W.U. Asso.} as independent executrix of the will of Zeno B. Clardy, deceased. By the terms of this contract the said Allie D. Clardy, who was not qualified to perfect water right application, sold and conveyed to said association in trust the land withⁱⁿ Survey 27 and other land, granting to said association the power to sell the same at the time announcement is made that water is ready for delivery or subsequent thereto, unless the land shall have been previously conveyed to a person qualified to perfect water right application.

11. On pages 21 to 23 inclusive is abstracted the complaint in suit entitled El Paso Valley Water Users' Association, Complainant, v. W. H. Austin et al., Defendants, No. 70 in Equity, which was also referred to in previous opinions.

12. Under date of November 22, 1912, F. Desloge quitclaimed to Allie D. Clardy the land within Survey 27 of the Yal ta Town Grant, comprising 17 acres (p. 24), who on December 17, 1912, conveyed by warranty deed to Eugene Fox the said 17 acre tract (p. 25), who on the latter date gave a deed of trust to J. F. Williams, Trustee for the City National Bank of El Paso to secure a note given by Fox to said bank, which deed

of trust was released as to the land in Survey 27 on June 12, 1915 (pp. 27, 28).

13. The said Eugene Fox on August 30, 1915, executed contract to sell and convey to the United States the strip of land under consideration embracing 0.759 of an acre situate in Survey 27 of the Ysleta Town Grant (pp. 29 to 31).

14. On pages 32 to 35 is abstracted the validating act of the legislature of Texas approved June 5, 1915, which was considered in connection with the title to other land in El Paso county.

15. In connection with the suit which the abstract at page 9 shows is still pending, I have looked up the docket in the District Clerk's office and have also gone over the records in the Tax Collector's office, and find that the suit was brought by the state for taxes, for what years does not appear. I also find that on March 16, 1911, all taxes including state taxes, for the years 1888 to 1909, on the land in Survey 27 were paid and that the suit in question should have been dismissed but this has never been done. In view of the fact that there were no taxes unpaid on February 25, 1916, (p. 36) it is believed that title can be safely accepted without requiring the records to show the dismissal of this suit.

16. Subject to the release of contract and agreement abstracted on pages 17 to 20 which is practically a deed of trust, it is believed that good title was vested in the vendor, Eugene Fox, on April 1, 1916, the date the abstract closed, and that when this

release has been secured, the proposed deed enclosed may be executed and will pass good title to the United States, provided there are no new liens or incumbrances of record affecting the land between April 1, 1916, and the date the deed is executed.

17. The plats at pages 2 and 4 of the abstract will serve to identify the strip of land it is desired to acquire.

John J. Buck.

5 Enclosures:

Copy of this letter;

Abstract of title; (# 70097)

Proposed form of deed;

Possessory certificate;

Original agreement to sell dated Aug. 30, 1915.

Possessory Certificate.

I, John J. Buck, certify that I have personally examined the land sought to be acquired by the United States from Eugene Fox in Sec. 11, T. 32 S., R. 6 E., N. M. P. M., El Paso county, Texas, for the Rio Grande Project, pursuant to contract dated August 30, 1915, and that the said proposed grantor was in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners and no person claiming a right in such land adverse to the grantor is in possession of any part of it.

John J. Buck,

Asst. Dist. Counsel, U. S. R. S.

El Paso, Texas, April 17, 1916.

El Paso, Texas, December 3, 1915.

The County Recorder,

El Paso, Texas.

Dear sir:

There are transmitted herewith the following agreements to sell between the below mentioned parties and the United States, with the request that agreements be recorded and returned to this office. An extra blueprint on thin paper accompanies each agreement for your use:

Benigno Alderete	August 27, 1915
F. B. Pierce and wife	Sept. 30, "
C. Guerra	August 31, "
J. G. Saurenmann and wife	October 11, "
Eugene Fox	August 30, "
F. G. Canclaria and wife	" 27, "

Very truly yours,

F. V. Dent II

District Council.

El Paso, Texas, December 2, 1915.

Mr. Eugene Fox,
c/o El Paso & Southwestern R.R.,
72 West Adams Street,
Chicago, Illinois.

Dear Sir:

You are respectfully advised that agreement with you dated August 30, 1915, in connection with the proposed transfer to the United States of certain land for right of way for the San Elizario Feeder Canal, Rio Grande Project, was approved by W. A. Ryan, Comptroller, U. S. Reclamation Service, under date of November 24, 1915.

Further action in the premises will be taken as soon as this office can secure and examine the abstract of title covering the land in question.

Very truly yours,

F. W. Dent H
District Counsel

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas, October 1,~~ 1915.

~~Ch. of Construction~~
~~Subsisting Engineer~~

Project Manager to the Director (through ~~Subsisting Engineer~~)

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

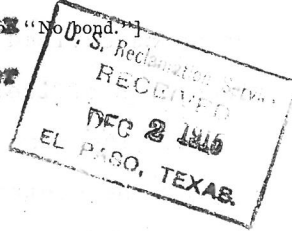
Date August 20, 1915, Rio Grande project

Executed by R. F. Walter, Proj. Mgr.

With Eugene Fox

Accompanied by bond and one copy. ~~REASONABLE~~ "No bond."

Purpose: Right of way for San Eliscario Feeder



Advise Project Manager at El Paso, Texas,

(copy to Ch. of Construction at Denver, Colo.)

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

Estimated amount involved, \$ 55.00 Authority No. _____

Encls. **Orig. contract for Auditor**
Copy " Dir., with Rept. R. F. WALTER
on Land Agreement and Certificate,
Copy contract for Return Off., with affi. of dis.,
" Ch. of Construction with copy
of Rept. on Land Agreement and Certificate.
Washington, D. C. NOV 24 1915 191

Approved by W. A. Ryan, Comptroller

Date of approval NOV 24 1915

Bond, if any (see above), approved by same officer on same date.

Original enclosed for record

W. A. Ryan, Comptroller

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

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

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

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of **2157-2170 (\$55.00)**

dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until **Sept. 1, 1915**, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until **Sept. 1, 1915**; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of **24** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

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

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

Witnesses:

C. C. Hilsabeck,

of **Chicago, Ill.**

P. A. Smith,

of **Chicago, Ill.**

D. W. Murphy,

of **Denver, Colo.**

F. M. Hough,

of **Wells Bldg., El Paso, Tex.**

STATE OF **Illinois**

COUNTY OF **Cook**

I, **H. C. Kline**, a **Notary Public**

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

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

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

I further certify that I did examine the said **his** the contents of the separate and apart from **his** husband, and explained to **his** the contents of the foregoing instrument, and upon that examination **he** declared that **he** 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 **30th** day of **August**, 1915.

[SEAL.] **H. C. Kline**

My commission expires **Apr. 10 1917**

Approved this **24th** day of **August**, 1915

W. A. Ryan

Amphibole O. S. S.

Eugene Fox

THIS AGREEMENT, made this 30th day of August A.D. 1910

nineteen hundred and fifteen, between V. Fox Single

and his wife, of Chicago, Cook

County, Illinois, for him self, his heirs, legal represen-

tatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

P. F. Walter, 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 located in Section eleven (11), Township thirty-two (32) South, Range six (6) East, more particularly described as follows: Beginning at the Southwest corner of Survey No. twenty-seven (27), Yaleta Town Grant, from which the Northeast corner of Section eleven (11), Township thirty-two (32) South, Range six (6) East, bears North 9° 05' East three thousand and six (3,006) feet, thence North 26° 49' East five hundred and eighty-seven (587) feet to the Northwest corner of said Survey No. twenty-seven (27), thence East twenty-eight (28) feet along the North line of said Survey No. twenty-seven (27) to Station 121+63 on the proposed center line of the San Elisario Feeder, thence East thirty-three (33) feet along the North line of said Survey No. twenty-seven (27), thence South 26° 49' East five hundred and eighty-four (584) feet to a point on the South line of said Survey No. twenty-seven (27), thence South 86° 12' West thirty-three (33) feet along the South line of said Survey No. twenty-seven (27) to Station 123+47 on the proposed center line of the San Elisario Feeder, thence South 86° 12' West twenty-eight (28) feet to the place of beginning and containing seven hundred and thirty-eight thousandths (0.738) acre.

AGREEMENT TO SELL

7-276

TO

UNITED STATES.

COUNTY OF } ss:

I hereby certify that this instrument was filed for record at my office at 10:00 o'clock A.M., Dec 4 1910, and is duly

recorded in Book Volume 272 Page No. 575

By C. Arcanda Deputy

Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF } COUNTY OF } ss:

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

Subscribed and sworn to before me at this day of 1910, A. D., 1910 My commis- sion expires

Engineer, U. S. R. S.

[OFFICIAL SEAL]

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

76059 Comland

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas, October 1,~~ 1915.

Ch. of Construction
~~Supv. Eng. Engineer~~

Project Manager to the Director (through ~~Supv. Eng. Engineer~~)

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

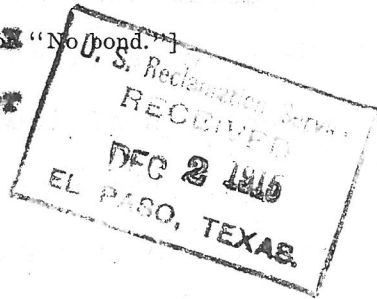
Date August 30, 1915, Rio Grande project

Executed by H. F. Walter, Proj. Mgr.

With Eugene Fox

Accompanied by bond and one copy. [~~XXXXXXXXXX~~ "No bond."]

Purpose: Right of way for San Eliscario Feeder



Advise Project Manager at El Paso, Texas,

(copy to Ch. of Construction at Denver, Colo.)

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

Estimated amount involved, \$ 55.00 Authority No. _____

- Encls. Orig. contract for Auditor
- Copy " " Dir., with Rept. R. F. WALTER
- on Land Agreement and Certificate.
- Copy contract for Returns Off., with affi. of dis.,
- " " Ch. of Construction with copy
- of Rept. on Land Agreement and Certificate.

Washington, D. C. NOV 24 1915 191

Approved by W. A. Ryan, Comptroller

Date of approval NOV 24 1915

Bond, if any (see above), approved by same officer on same date.

Original enclosed for record

W. A. Ryan, Comptroller

INSTRUCTIONS

1. This form is devised to render unnecessary the writing in the Washington office and in the field of various routine letters in reference to contracts.
2. The project or other office where the contract originates will transmit to the Director, through the office of the Supervising Engineer, one copy of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Supervising Engineer are to be advised of approval three copies should be sent to the Director's office.
3. The Supervising Engineer will make proper notation on his copy of the contract, showing the date when the contract is forwarded by him to the Director.
4. Any special matter or information relative to the contract too long to write on the form should be set out in a statement or certificate accompanying the other papers.
5. The Supervising Engineer may, if he desires, indicate that the contract meets with his approval by placing his initials above "Supervising Engineer", near the top of the form.

I hereby certify that the land and property described in attached agreement dated August 30, 1915, with Eugene Fox are necessary for purposes authorized by the Reclamation Act, viz., for right of way for the San Elizario Feeder, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the agreement to sell be approved.

(Signed) R. F. Walter,
Project Manager,

El Paso, Texas,

OCT 1 1915.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made August 30, 1915, with
Eugene Fox, Single,

for the purchase of land required for San Elizario Feeder for Irrigation
purposes, Rio Grande Project, El Paso
County, Texas

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

0.738 acre. For description see agreement to sell.

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.

Located in Ysleta Grant, a Mexican grant made under the laws of Mexico. Was never a part of the public domain.

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.

Eugene Fox, Chicago, Illinois

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

Owner is in possession. There is no lease.

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 right of way by virtue of stock subscription contract with the El Paso Valley Water Users' Asso.

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.

None under cultivation, but all is capable of being brought under cultivation. Land is level and there are no improvements on it.

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 capable of irrigation, but none of land is irrigated at present.

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

\$50.00 to \$125.00 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.

Construction of canal will be a benefit to balance of land.

The above is a correct statement of the information procured.

Dated August 28, 1915.

(Signature) R. S. Fessenden,

(Title) Asst. Engr.
In Charge of Negotiations.

Approved:

R. F. Walter, 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.

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(b) Affidavit of disinterestedness.

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

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

(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.....

Date191.....

51-2-12
51-2-51