

180

VAN WAGNER, PERCY, et. dr., Hamona

QUITOLAEN DEED

(211)
SOUTHSIDE FEEDER LATERAL (San Elizario)

9-(5) Texas

26

THE STATE OF TEXAS, }
County of El Paso.

KNOW ALL MEN BY THESE PRESENTS: THAT

Percy Van Wagner and Ramona Van Wagner

of the County of El Paso, State of Texas, for and in consideration of the sum of One and no/100 (\$1.00) 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)

~~of the County of~~ ~~XXXXXX~~ ~~XXX~~, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said

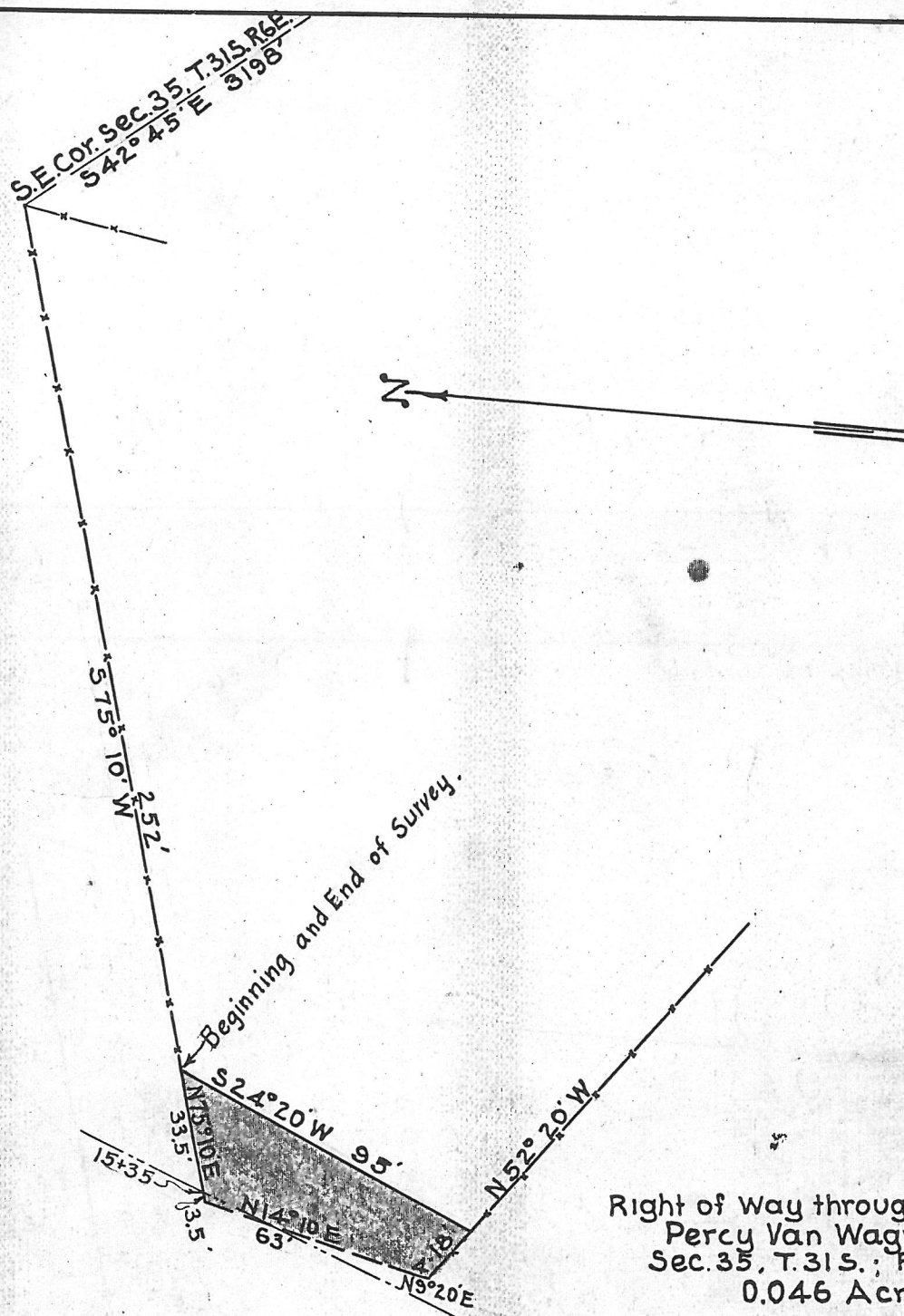
United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388) its successors

~~XXXX~~ and assigns all their right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows, to-wit:

A tract of land located in Section thirty-five (35), Township thirty-one (31) South, Range six (6) East N.M.P.M., more particularly described as follows: Beginning at the Northeast corner of land of the vendors herein from which point the Southeast corner of said Section thirty-five (35) bears South 42° 45' East three thousand one hundred ninety-eight (3198.0) feet; thence South 75° 10' West two hundred fifty-two (252.0) feet to the Northeast corner of the tract of land herein conveyed; said Northeast corner being located on the Northerly boundary line of land of the vendors herein, which said Northerly boundary line is also the boundary line between land of the vendors herein and land of B. H. Hardaway; thence South 24° 20' West ninety-five (95.0) feet to a public road and the Southerly boundary line of land of the vendors herein; thence North 52° 20' West along said Southerly boundary line a distance of eighteen (18.0) feet; thence North 9° 20' East a distance of four (4.0) feet; thence North 14° 10' East a distance of sixty-three (63.0) feet to the aforementioned Northerly boundary line; thence along said Northerly boundary line North 75° 10' East a distance of three and five-tenths (3.5) feet to Station 15 plus 35 on the centerline of the San Elizario Feeder Canal; thence along said Northerly boundary line North 75° 10' East a distance of thirty-three and five-tenths (33.5) feet to the point of beginning, containing forty-six thousandths (0.046) of an acre, more or less

TO HAVE AND TO HOLD all their right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388), its successors

~~XXXX~~ and assigns forever.



Right of Way through the Property of
 Percy Van Wagner
 Sec. 35, T. 31 S.; R. 6 E.
 0.046 Acre.

Agreement to Convey 7/25/15
 Recorded 11/10/15 BK 281 Pg 40

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" = 50'

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

Ysleta, Texas August 1915
 E 755-L-47

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made 25th day of August 1915, with
Percy Van Wagner and wife

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.

0.046 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.

Percy Van Wagner, Ysleta, Texas.
Ramona Van Wagner, " " (wife)

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 not subject to right of way by virtue of stock sub-
scription contract with 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.

Not subject to ~~irrigation~~ cultivation. Land is uneven and there are no improvements on land.

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.

None is irrigated and none is capable of irrigation.

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

~~\$300.00 to \$400.00 per acre.~~

\$25.00 to \$50.00 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.

The above is a correct statement of the information procured.

Dated Aug. 31,

1915.

(Signature) *R. S. Fessenden*

(Title) As st. Engr.

In Charge of Negotiations.

Approved:

Project Manager.

INSTRUCTIONS.

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

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

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

(b) Affidavit of disinterestedness.

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

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the land.

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.....

51-2-12
51-2-51

Mr. John J. Buck,

U.S.R. Service, El Paso Texas.

Dear Sir:-

Your favor June 1st, recieved, The Consul tells me that it is necessary for both my wife and myself to appear before him, which is impossible, the fee would be Ten mil reis, or about \$2.50 U.S Money, as this cant be arranged now I will call on you the first time I am in El Paso, and sign the quit claim deed in connection with the San Elizario feeder

Very truly yours,

P. Van Wagner,

P. Van Wagner

*No Rent
Official This is
8/25/16 Buck*

Blue

El Paso, Texas, June 1, 1916.

Mr. Percy Van Wagner,
C/o Export Dept., The Texas Co.,
17 Battery Place,
New York, N. Y.

Dear Sir:

There is enclosed herewith for execution and acknowledgment by yourself and wife, quit claim deed to the 0.046 of an acre of land which you agreed under date of August 25, 1915, to donate to the Government as right of way for the San Elizario feeder. A copy of the contract entered into with you on August 25, 1915, is also enclosed for your information.

Will you be good enough to execute and acknowledge the deed, having your wife join you, with as little delay as possible and return the deed to this office. The notarial fee will be paid by the Government if you will secure a bill therefor and send to this office with the executed deed.

Thanking you for your courtesy in this matter, I am,

Very truly yours,

John J. Buck,

Asst. District Counsel.

2 Encls.

El Paso, Texas, January 6, 1916.

Mr. Percy Van Wagner,
Ysleta, Texas.

Dear Sir:

In accordance with agreement dated August 25, 1915, between yourself and wife and the United States whereby you agree to convey to the United States certain land required for right of way for the San Elizaris Feeder Canal, there is transmitted herewith a quit claim deed with the request that same be executed before a notary public by yourself and wife and returned to this office. The notarial fee will, of course, be paid by the United States.

Thanking you in advance for your courtesy in this connection, I am,

Very truly yours,

P. W. Dent
District Counsel

enc

El Paso, Texas, November 8, 1915.

Mr. Percy Van Weger,
Ysleta, Texas.

Dear Sir:

You are respectfully advised that agreement with yourself and wife, dated August 25, 1915, in connection with the proposed transfer to the United States of certain land for right of way for the San Elizario Feeder Canal was approved by W. A. Ryan, Comptroller, U. S. Reclamation Service, under date of November 4, 1915.

Very truly yours,

F. W. Dent H
District Counsel.

El Paso, Texas, November 8, 1915.

The County Recorder,

El Paso, Texas.

Dear Sir:

There are transmitted herewith for recording and return to this office agreements with the below mentioned parties in connection with the proposed conveyance to the United States of certain land desired for right of way for the San Elisario Feeder Canal:

June L. James
Francisco G. Candelaria and wife
I. Alderete
Percy Van Wagner and wife
Bonigno Alderete (2 agreements)

An extra plat on thin paper is transmitted herewith for your use in connection with recording each instrument.

Very truly yours,

R. W. Dent II
District Counsel.

encc 6

I hereby certify that the land and property described in attached agreement dated August 25, 1915, with Percy Van Wagner et ux 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 convey be approved.

R. F. WALTER

Project Manager.

El Paso, Texas, OCT 6 1915 1915.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 5, 1915.
Ch. of Construction.

Project Manager to the Director (through Supervising Engineer).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

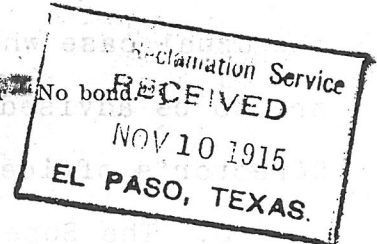
Date August 25, 1915, Rio Grande project

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

With Percy Van Wagner and wife

Accompanied by bond and one copy. (Insert Yes or No bond)

Purpose: Right of way for San Elizario Feeder



Advise Project Manager ✓ at El Paso, Texas,
District Counsel
(copy to Ch. of Construction at Denver, Colo.)

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

Estimated amount involved, \$ Nothing Authority No. _____

Encls. Orig. contract for Director with Rept. on Land Agr't and Certificate, R. F. Walter.
Copy contract for Returns Off. with affi- of Dis.,
Copy contract for Ch. of Constr. with Rept. on Land Agr't and Certificate.

Washington, D. C. NOV 4 - 1915 191

Approved by W. A. Ryan, Comptroller

Date of approval NOV 4 - 1915

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

W.A.R.
Original enclosed for record and return.

W. A. Ryan, Comptroller

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICEEl Paso, Texas, October 5, 1915.
Ch. of Construction.

Project Manager to the Director (through Supervising Engineer).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date August 25, 1915, Rio Grande project

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

With Percy Van Wagner and wife

Accompanied by bond and one copy. [Insert Yes or No bond.]

Purpose: Right of way for San Elizario Feeder

Advise Project Manager at El Paso, Texas,
District Counsel ✓
(copy to Ch. of Construction at Denver, Colo.)

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

Estimated amount involved, \$ Nothing Authority No. _____

Encls. Orig. contract for Director with
Rept. on Land Agr't and Certificate, R. F. Walter.
Copy contract for Returns Off. with affi-
of Dis.,
Copy contract for Ch. of Constr. with
Rept. on Land Agr't and Certificate.

Washington, D. C. NOV 4 - 1915 191

Approved by W. A. Ryan, Comptroller

Date of approval NOV 4 - 1915

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

Original enclosed for record and return.

W. A. Ryan, Comptroller

NOV 8 - 1915

Project

THIS AGREEMENT, made ~~this 25th day of March~~ ^(See Part of Instructions, Page 4 of this blank.)

nineteen hundred and fifteen, between Percy Van Wagner and Ramona Van Wagner, his wife, of Ysleta, county of El Paso, State of Texas.

and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and THE UNITED STATES OF AMERICA and its assigns, by R. 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), hereinafter styled the United States, WITNESSETH,

1. The vendor, in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in vicinity of the lands hereinafter described, and of the payment by the United States of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby agree that the authorized agents of the United States may enter upon and survey for, locate, grade, and construct canals, ditches, and other irrigation works, telephone and electric transmission lines, upon and across the land of the vendor, ~~as per insert herewith~~ as per insert herewith; sheet No. 1, which is made a part hereof.

~~and may the same be used for any purpose whatsoever and for any term of years or forever and the same shall be held subject to the same conditions and restrictions as the lands in the vicinity of the same and the same shall be held subject to the same conditions and restrictions as the lands in the vicinity of the same~~

2. And the vendor further agrees that at any time during the continuance of this agreement, after it is determined that the strip of land above described will be needed for irrigation works to be constructed by the United States as aforesaid, he will, upon request of the United States, convey to it all his right, title, and interest in and to the same, and all right, title, interest, tenements, and hereditaments appurtenant thereto, or appertaining and belonging to and used therewith, for the uses and purposes aforesaid, by good and sufficient deed, releasing the United States from all claims for damages by reason of entry upon the land first above described, and by reason of the survey, construction, or operation of said works.

3. This agreement shall become effective to bind the United States only upon its approval by the Director of the Reclamation Service, whose approval or disapproval will be signified

Aranda

75381

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

TO UNITED STATES

COUNTY OF _____ ss:

I hereby certify that this instrument was filed for record in my office at 11:00 o'clock A.M., Nov-10, 1915 and is duly recorded in Book 281 Page No. 40

E. B. McClinton
By C. Aranda
Deputy

F \$ _____

INSTRUCTIONS.

- 1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
- 2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

within 12 months from the date hereof, and shall terminate by the expiration of the term of office of the undersigned, and shall not be renewed or extended in any manner.

4. 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. L., 1108).

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

Witnesses: I. A. Volk, Percy Van Wagner, Ramona Van Wagner, Vera De Witt, E. F. Winter, Project Manager, E. F. Winter, El Paso, Texas, By R. F. WALTER, Project Manager, E. F. Winter, El Paso, Texas.

Approved this 4th day of November, 1915. (Signed) W. A. Ryan, Engineer, U. S. Reclamation Service.

STATE OF Texas, COUNTY OF El Paso.

I, I. A. Volk, J. F. and ex off., a Notary Public, in and for said county, in the State aforesaid, do hereby certify that Van Wagner, and Ramona Van Wagner, his wife,

who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said Ramona Van Wagner separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 25th day of August, 1915. [SEAL.] I. A. Volk, J. F. and ex off., Notary Public, El Paso County, Texas.

AFFIDAVIT OF DISINTERESTEDNESS. (Sec. 3746, Rev. Stat.)

STATE OF _____ COUNTY OF _____

I do solemnly swear (or affirm) that the copy of contract hereunto annexed is an exact copy of a contract executed by me, personally, with _____ or to any other person or persons; and that the that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____ or 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 _____, Engineer, U. S. R. S. [OFFICIAL SEAL.] this _____ day of _____, A. D. 1915. My commission expires _____

Note.—It will be unnecessary to have this affidavit executed on more than one copy of the contract.

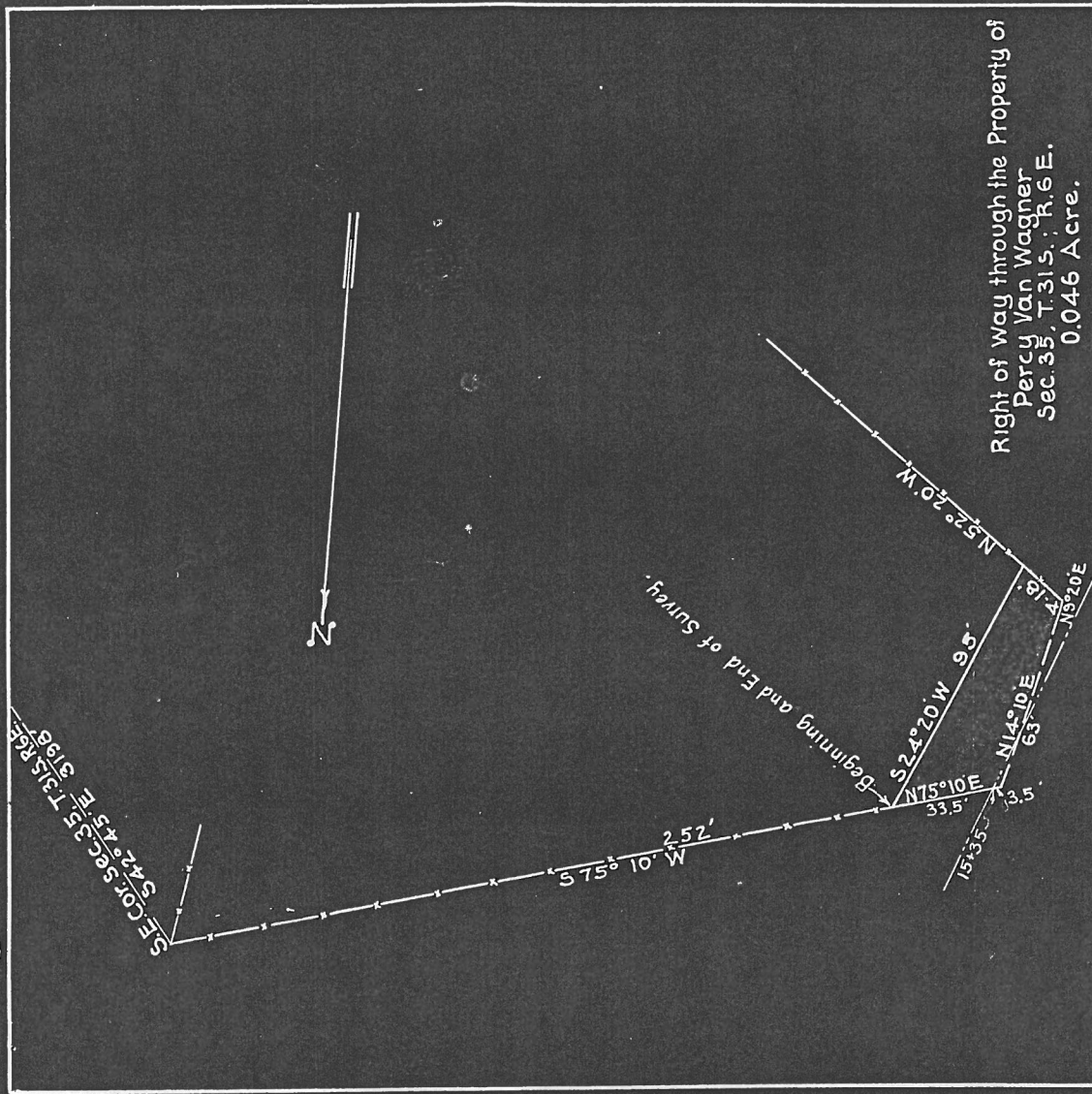
Insert, Sheet No. 1.

A tract of land located in Section thirty-five (35), Township thirty-one (31) South, Range six (6) East, more particularly described as follows:- Beginning at his Northeast corner from which the Southeast corner of Section thirty-five (35), Township thirty-one (31) South, Range six (6) East bears South $42^{\circ} 45'$ East three thousand one hundred ninety-eight (3198.0) feet, thence South $75^{\circ} 10'$ West two hundred fifty-two (252.0) feet to beginning of right of way, thence South $24^{\circ} 20'$ West ninety-five (95.0) feet, thence North $52^{\circ} 20'$ West eighteen (18.0) feet, thence North $9^{\circ} 20'$ East four (4.0) feet, thence North $14^{\circ} 10'$ East sixty-three (63.0) feet, thence North $75^{\circ} 10'$ East three and five-tenths (3.5) feet to Station 15+35 on proposed center line of San Elizario Feeder, thence North $75^{\circ} 10'$ East thirty-three and five-tenths (33.5) feet to place of beginning, and containing forty-six-thousandths (.046) acre, as shown on plat attached which is made a part of contract.

Percy VanWagner.

Percy VanWagner
R. F. F. M.

Checked and Engineering Dept. Recd.



Right of way through the Property of
Percy Van Wagner
Sec. 35, T. 31 S., R. 6 E.
0.046 Acre.

UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT NM-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"=50'

August 1915

E 75-35-2-47

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

Ysleta, Texas

Original

7-277

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

THIS AGREEMENT, made this 25th day of August (See Part 1 of Instructions on page 4 of this blank)

nineteen hundred and fifteen, between Perry Van Wagner

and Ramona Van Wagner, his wife, of Ysleta,

county of El Paso, State Texas.

and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and

THE UNITED STATES OF AMERICA and its assigns, by R. 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), hereinafter styled the United States, WITNESSETH,

1. The vendor, in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in vicinity of the lands hereinafter described, and of the payment by the United States of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby agree that the authorized agents of the United States may enter upon and survey for, locate, grade, and construct canals, ditches, and other irrigation works, telephone and electric transmission lines, upon and across the land of the vendor, ~~as described in the~~

~~as described in the~~ as per insert herewith; sheet No. 1, which is made a part hereof:

~~as described in the~~

2. And the vendor further agrees that at any time during the continuance of this agreement, after it is determined that the strip of land above described will be needed for irrigation works to be constructed by the United States as aforesaid, he will, upon request of the United States, convey to it all his right, title, and interest in and to the same, and all right, title, interest, tenements, and hereditaments appurtenant thereto, or appertaining and belonging to and used therewith, for the uses and purposes aforesaid, by good and sufficient deed, releasing the United States from all claims for damages by reason of entry upon the land first above described, and by reason of the survey, construction, or operation of said works.

3. This agreement shall become effective to bind the United States only upon its approval by the Director of the Reclamation Service, whose approval or disapproval will be signified

0011615 39725

COMPARED 75381 INDEXED

7-277

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

Perry Van Wagner
Ramona Van Wagner

UNITED STATES

COUNTY OF _____ ss:

I hereby certify that this instrument was filed for record in my office at _____

at _____ o'clock 10:06 10 day of Nov 1915

Page No. E. B. McClintock County Clerk

By [Signature] Deputy

Fees, \$ _____

INSTRUCTIONS.

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

CERTIFICATE OF RECORD.

THE STATE OF TEXAS, }
COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 10 day of Nov A. D., 1915, at 11:00 o'clock AM, and duly recorded the 23 day of Nov A. D., 1915, at 10:06 o'clock AM, in the Deed, _____

Records of said County, in Volume 281 on page 40
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 of the County Court, El Paso County, Texas
By E. B. Bowles Deputy.

8/25/15 281/40

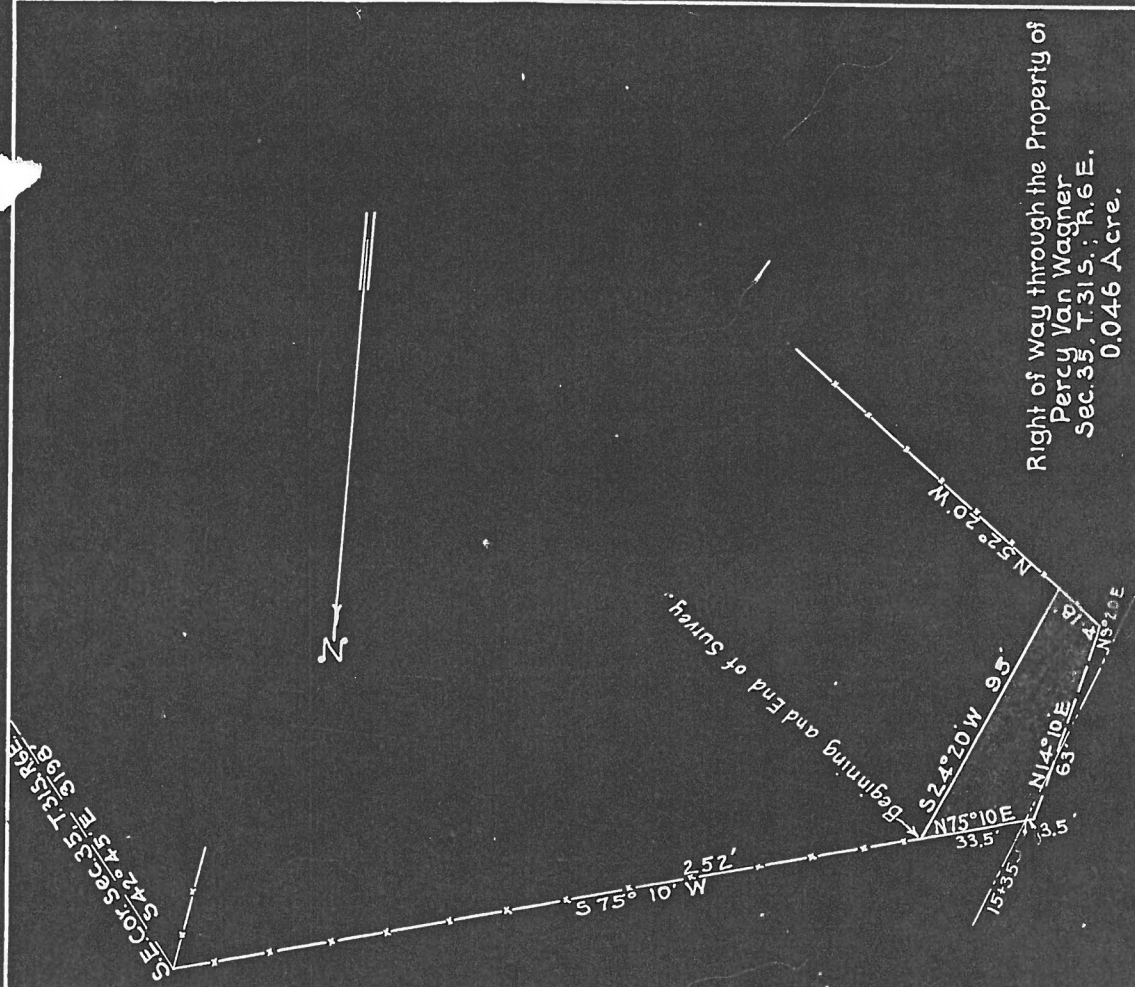
Insert, Sheet No. 1.

A tract of land located in Section thirty-five (35), Township thirty-one (31) South, Range six (6) East, more particularly described as follows:- Beginning at his Northeast corner from which the Southeast corner of Section thirty-five (35), Township thirty-one (31) South, Range six (6) East bears South $42^{\circ} 45'$ East three thousand one hundred ninety-eight (3198.0) feet, thence South $75^{\circ} 10'$ West two hundred fifty-two (252.0) feet to beginning of right of way, thence South $24^{\circ} 20'$ West ninety-five (95.0) feet, thence North $52^{\circ} 20'$ West eighteen (18.0) feet, thence North $9^{\circ} 20'$ East four (4.0) feet, thence North $14^{\circ} 10'$ East sixty-three (63.0) feet, thence North $75^{\circ} 10'$ East three and five-tenths (3.5) feet to Station 15+35 on proposed center line of San Elizario Feeder, thence North $75^{\circ} 10'$ East thirty-three and five-tenths (33.5) feet to place of beginning, and containing forty-six-thousandths (.046) acre, as shown on plat attached which is made a part of contract.

Percy Van Wagner.

Percy Van Wagner,
R. V. W.

Checked and Engineering Dept. W.P.B.



Right of Way through the Property of
Percy Van Wagner
Sec. 35, T. 31 S.; R. 6 E.
0.046 Acre.

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

Uslleta, Texas August 1915
Scale: 1"=50'

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

within 12 months from the date hereof, ~~and shall not be subject to any other conditions at the expiration of the term of the contract.~~

4. 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. L., 1109).

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

Witnesses: *R. S. Fessenden* of *Galveston*
R. S. Fessenden of *Galveston, Texas*
W. H. DeWitt of *El Paso, Texas*
R. J. Malter of *El Paso, Tex*
Ramona Van Wagner Vendor.
THE UNITED STATES OF AMERICA.
By *R. J. Malter* Project Manager.
(Official title.)

Approved this *4th* day of *November*, 191*5*
R. J. Malter
Comptroller, U. S. Reclamation Service.

STATE OF Texas,)
COUNTY OF El Paso,) ss:

I, *Ed. Taylor and J. G. ...*, a *Notary*
in and for said county, in the State aforesaid, do hereby certify that *Percy Van Wagner, and Ramona Van Wagner, his wife*.

who *are* personally known to me to be the persons whose names *are* subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *they* signed, sealed, and delivered said instrument of writing as *their* free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said *Ramona Van Wagner* separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this *25th* day of *August*, 191*5*
[SEAL.]

AFFIDAVIT OF DISINTERESTEDNESS.
(Sec. 3745, Rev. Stat.)

STATE OF _____)
COUNTY OF _____) ss:
I do solemnly swear (or affirm) that the copy of contract hereunto 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 _____, Engineer, U. S. R. S.
this _____ day of _____, A. D. 191*5*. My commission expires _____

Note.—It will be unnecessary to have this affidavit executed on more than one copy of the contract.