



The State of Texas, }

Know all Men by these Presents: that

County of El Paso.

C. E. Waterhouse and Alice Waterhouse, his wife,

of the County of El Paso, State of Texas, in consideration of the sum of two hundred and eight (\$208) - - - - - DOLLARS

to them 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., 398).

the receipt of which is hereby acknowledged ha.ve Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey 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

in Section two (2), Township thirty-two (32) South, Range six (6) East, and more particularly described as follows: Beginning at the northwest corner of Survey No. thirty-nine (39) Ysleta Town Grant, from which the Northeast corner of Section two (2), Township thirty-two (32) South, Range six (6) East, bears North 88° East thirty-nine hundred and fifty-seven (3957) feet, thence East six hundred and ten (610) feet along the North line of said Survey No. thirty-nine (39) to beginning of Right of way, thence East along the North line of said Survey No. thirty-nine (39) thirty-one (31) feet to Station 61+20 on the proposed center line of the San Elizario Feeder, thence East along the North line of said Survey No. thirty-nine (39) thirty-one (31) feet, thence South 6° 49' West eight hundred and sixty-three (863) feet to point on South line of Survey No. thirty-eight (38), Ysleta Town Grant, thence West along the South line of said Survey No. thirty-eight (38) thirty-one (31) feet to Station 69+83 on proposed center line of the San Elizario Feeder, thence West along the South line of said Survey No. thirty-eight (38) thirty-one (31) feet, thence North 6° 49' East eight hundred and sixty-three (863) feet to the place of beginning of right of way and containing one and one hundred and eighty-nine thousandths (1.189) acres, being the same tract of land described in contract of August 28, 1915, between C. E. Waterhouse and wife and the United States which was filed for record December 4, 1915, and recorded December 13, 1915, in the Deed Records of El Paso County, Texas, in Volume 281 at page 115.

We 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 assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and forever Defend, all and singular, the said premises unto the said United States of America, its successors

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

Witness our hands at El Paso, Texas this 28th day of

March, A. D. 1916. (Signed) C. E. Waterhouse, Alice Waterhouse.

50¢ revenue stamp Witness at Request of Grantor.

THE STATE OF TEXAS, }

County of El Paso.
a notary public

Before me C. H. Jones

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

C. E. Waterhouse

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 28th day of March A. D. 1916.

(Signed) C. H. Jones,

(Seal)

Notary Public, El Paso County, Tex.

THE STATE OF TEXAS, }

County of El Paso.

Before me C. H. Jones, a notary public

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

Alice Waterhouse, wife of C. E. Waterhouse

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

Alice Waterhouse 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 28th day of March A. D. 1916.

(Signed) C. H. Jones,

(Seal)

Notary Public, El Paso County, Tex.

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 28th

day of March, A. D. 1916, with its certificate of authentication, was filed for record in my

office this 30th day of March, A. D. 1916, at 11:50 o'clock A. M.

and duly recorded this 5th day of April, A. D. 1916, at 8:20 o'clock A. M.

in the records of said County, in Volume 291 on Page 82.

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.

(Seal)

By L. C. Bowles, Deputy.

C. E. Waterhouse et al

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.

EL PASO

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 28th day of March, A. D. 1916, with its certificate of authentication, was filed for record in my office this 30th day of March, A. D. 1916, at 11:50 o'clock A. M. and duly recorded this 5th day of April, A. D. 1916, at 8:20 o'clock A. M. in the records of said County, in Volume 291 on Page 82

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E. B. McClintock

Clerk, County Court.

(Seal)

By L. C. Bowles, Deputy.

C. E. Waterhouse et ux

TO

United States of America

WARRANTY DEED

SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

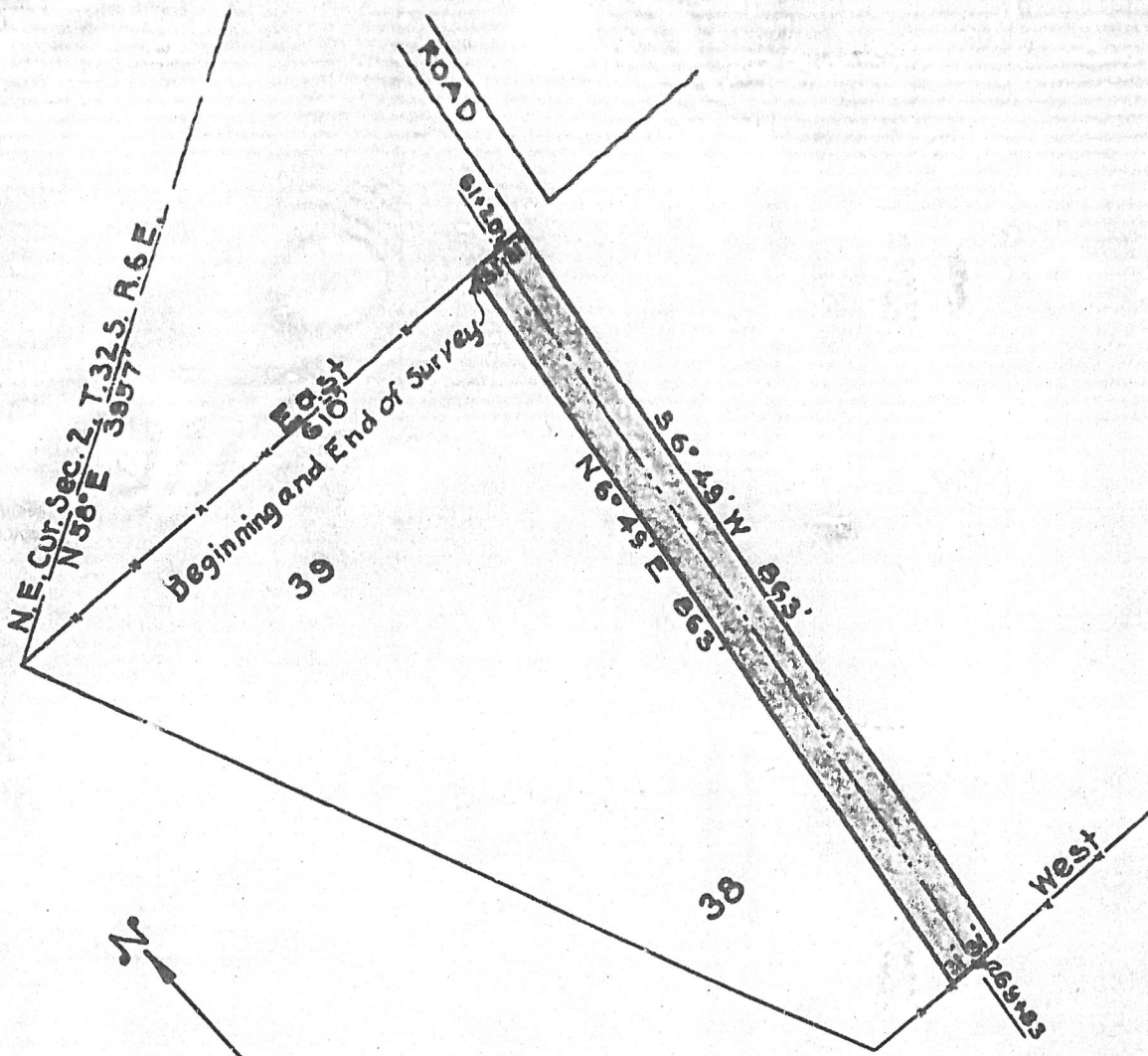
Filed for record 1916

at 11:50 o'clock A. M.

Clerk County Court.

By _____ Deputy.

EL PASO



W.D. 3/28/16

Rec 4/5/16 BK 291 Pg 82

Right of Way through the Property of
 C. E. Waterhouse
 Sec. 2, T. 32 S, R. 6 E.
 1.189 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" = 200'

Ysleta, Texas

August 1915.

14
 Drawn by W.P.B.
 Traced by W.P.B.
 Checked by
 Approved

505

E 762-4-47

JHR

El Paso, Texas, December 2, 1915.

Mr. C. E. Waterhouse,
c/o Union Passenger Station,
El Paso, Texas.

Dear Sir:

You are respectfully advised that agreement with yourself and wife dated August 26, 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,

W. W. DENT

District Counsel

7th Union Passenger Station

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 1, 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:

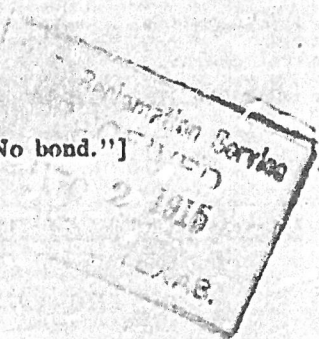
Date August 26, 1915, Rio Grande project

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

With C. E. Waterhouse and wife

Accompanied by bond and one copy. [~~insert fee of~~ No bond.]

Purpose: Right of way for San Elisario 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, \$203.00 Authority No. _____

- Orig. contract for Auditor
- Encls. Copy " " Dir. with Rept. R. F. WALTER
- " " on land agreement, and Certificate.
- " " contract for Returns Off. with aff. of dis.,
- " " Ch. of Constr. with 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

I hereby certify that the land and property described in attached agreement dated August 26th, 1915, with C. E. Waterhouse et ux are necessary for purposes authorized by the Reclamation Act, vis., 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.

R. F. WALTER

Project Manager.

El Paso, Texas, OCT 1 - 1915 1915.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made 26th day of August 1915, with
C. E. Waterhouse 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:.....
1.189 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 Xelata Grant, a Mexican grant made under the laws of Mexico. Was never a part of the public domain.

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

C. E. Waterhouse, El Paso, Texas

Alice Waterhouse, " " (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 subject to right of way by virtue of stock subscrip-
tion contract with the El Paso Valley Water Users' Asso.

6. State how much of the land is under cultivation, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land and the character of crops produced upon the cultivated portion; also the condition and kind of improvements, if any.

None under cultivation, but all is capable of being cultivated. 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.

\$200. to \$400.00 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 ditch will be a benefit to balance of land.

The above is a correct statement of the information procured.

Dated... Aug. 31, 1915.

Approved:

Engineer.

R. S. Fessenden

Asst. Engineer in Charge.
of Negotiations.

Approved:

R. F. Walter,
Project Manager.

INSTRUCTIONS.

The proper method of 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 lands withdrawn under the provisions of paragraph 2 of office circular No. 127, of October 28, 1905, where public lands are appropriated for irrigation purposes; in such cases the agreements for purchases of improvements may be entered into on Form 7-523.

1. As soon as possible after it has been ascertained that the property will be required, the engineer in charge 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 Service Order No. 65).

2. When the agreement has been approved, the original will be returned to the engineer, who will immediately notify the vendor thereof and call upon him, 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, option, 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, after the engineer has received notice that instructions have been issued to the former by the Attorney General to examine and report on the subject of titles. These instructions will be requested by this office after the receipt of information from the engineer that the purchase of lands has become necessary.

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 engineer, to be executed by the vendor after the title has been found acceptable. A quit-claim 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 engineer in charge 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 upon the approval thereof by the Secretary of the Interior, all the papers will be returned to the engineer 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 option, abstract of title, deed, and 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 has 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), subdivisional surveys should be made and the land lotted (Service Order 84 and Circular August 9, 1909). Relinquishment should then be secured of the lot needed as above.

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 engineer in charge 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 engineer in charge of the particular project, to be forwarded to the chief engineer 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 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 land 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 contract 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.

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..

THIS AGREEMENT, made **this 26th day of August** **A.D.**

nineteen hundred and **fifteen**, between **C. R. Waterhouse**

and **Alice Waterhouse**, his wife, of **El Paso, El Paso**

County, **Texas**, for **them, yes, their** heirs, legal represen-

tatives, 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),

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 two (2), Township thirty-two (32) South, Range six (6) East, more particularly described as follows: Beginning at the Northwest corner of Survey No. thirty-nine (39) Yaleta Town Grant, from which the Northeast corner of Section two (2), Township thirty-two (32) South, Range six (6) East, bears North 55° East thirty-nine hundred and fifty-seven (3957) feet, thence East six hundred and ten feet (610) along the North line of said Survey No. thirty-nine (39) to beginning of Right of Way, thence East along the North line of said Survey No. thirty-nine (39) thirty-one (31) feet to Station 61+20 on the proposed center line of the San Elisario Feeder, thence East along the North line of said Survey No. thirty-nine (39) thirty-one (31) feet, thence South 6° 49' East eight hundred and sixty-three (863) feet to point on South line of Survey No. thirty-eight (38), Yaleta Town Grant, thence West along the South line of said Survey No. thirty-eight (38) thirty-one (31) feet to Station 69+83 on proposed center line of the San Elisario Feeder, thence West along the South line of said Survey No. thirty-eight (38) thirty-one (31) feet, thence North 6° 49' East eight hundred and sixty-three (863) feet to the place of beginning of right of way and containing one and one hundred and eighty-nine thousandths (1.189) acres.

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 **two hundred and eight (\$208)**

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

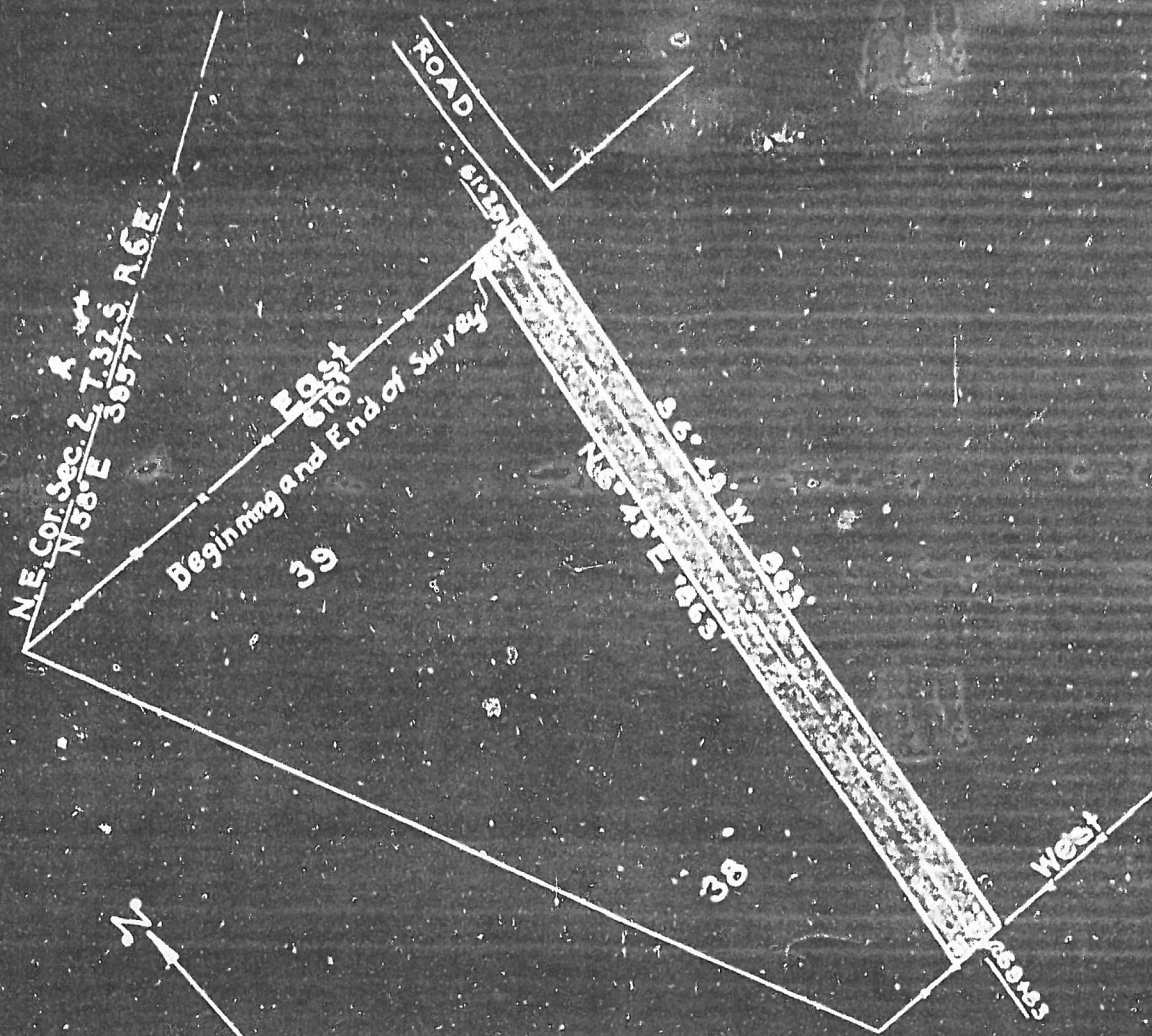
6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance 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).



Right of Way through the Property of
 C. E. Waterhouse
 Sec. 2, T. 32 S., R. 6 E.
 1.189 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" = 200'

Ysleta, Texas

August 1915.

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

E 762-1-97