

780

ANDREAS, V. B.

QUITCLAIM DEED

056

EAST DRAIN

0023-0002-0007-0000

(RIO GRANDE

RIO GRANDE

1920

-

THE STATE OF TEXAS. }

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, V. B. Andreas,

of the County of El Paso, State of Texas, for and in consideration of the sum of One and 0/100 (\$1.00) DOLLARS,

to me in hand paid by the United States of America, pursuant to the Act of June 17, 1902 (32 Stat. 386), and acts amendatory thereof and supplemental thereto,

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

The United States of America, its

~~xxx~~ assigns all my 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 in the east half of the southwest quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) section two (2), and the northeast quarter of the northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), section eleven (11), township twenty-seven (27) south, range three (3) east, New Mexico principal meridian, being one thousand and six hundred fifty-three and one-tenth (1653.1) feet along, measured on the center line of the east river drain, and one hundred (100) feet wide, being forty (40) feet in width to the east, and sixty (60) feet in width to the west of said center line, more particularly described as follows: Beginning at the southeast corner of said tract on the boundary line between land of the grantor herein and land of Annie E. Mitchell, from which point the quarter corner between sections two (2) and eleven (11), is thirty-seven and eight-tenths (37.8) feet north and five hundred thirty-nine and five-tenths (539.5) feet east, running thence north 89°57' west a distance of one hundred three and three-tenths (103.3) feet; thence north 14°35' west a distance of one thousand six hundred fifty-three and one-tenth (1653.1) feet, to a point on the boundary line between land of the grantor herein and land of said Annie E. Mitchell; thence along said boundary line south 89°53' east a distance of one hundred three and three-tenths (103.3) feet; thence south 14°35' east a distance of one thousand six hundred fifty-three (1653.0) feet to the point of beginning; said tract of land containing three and seventy-eight hundredths (3.78) acres, more or less, and not being homestead property;

TO HAVE AND TO HOLD all my 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 the United States of America, its

~~xxx~~ assigns forever.

WITNESS my hand this 30th day of January A. D. 19 20

Witness at Request of Grantor:

V. B. ANDREAS

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE

ACKNOWLEDGMENTS

TO

Filed for record, this

day of 19, at

o'clock and minutes M.

Clerk.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS.

COUNTY OF Eastland

Before me, a notary public in and for
Eastland County, Texas, on this day personally appeared V B Andreas

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 30th day of January, A. D. 1920

My Comm. exp.
June 1-1921

W D Harper

N P Eastland Co Texas

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 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. 19

THE STATE OF TEXAS.

COUNTY OF EL PASO.

I Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the day of A. D. 19 with its certificate of authentication, was filed for record in my office this day of A. D. 19, at 30th clock M. and duly recorded the 20 day of January 3rd, A. D. 19, at 20 o'clock M. in the records of said County, in Volume Feb on Pages 20 12:00 P

Witness my hand and the seal of the County Court of said County, at office 20 Feb 20 4:00 P, Texas, the day and year last above written. 344 294

Clerk County Court, El Paso County, Texas.

W D Greet

By Deputy.

Florence C Rock

El Paso, Texas, June 14, 1920.

From Project Manager

To Director, Washington.

(Thru office of Chief Engineer, Denver.)

Subject: Quitclaim deed dated January 30, 1920, from V. B. Andreas donating 3.78 acres of land for Mesilla Valley east river drain. Contracted for with E. Abraham on Form 7.277, dated March 14, 1916; subsequently deeded by Abraham to donor without Reservation of Government right of way - Rio Grande project, New Mexico-Texas.

1. Receipt is acknowledged of letter of Chief Engineer to Project Manager dated June 10, 1920.

2. This is to advise that the date of the expiration of the notarial commission of W. D. Harper, the notary who took the acknowledgment of the quitclaim deed, is June 1, 1921. Notation to this effect has been made upon the copy of the deed retained in this office, and request is made that same notation be made upon the original and copy forwarded for filing in Washington and Denver offices.

W. D. HARPER

Incl. Extra copy above
letter.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TRAMWAY BUILDING
DENVER, COLO.

JUN 11 1920
June 10, 1920.

From Chief Engineer,

To Project Manager, El Paso, Texas.

Subject: Quitclaim deed dated January 30, 1920, from V. B. Andreas donating 3.78 acres of land for Mesilla Valley, East River Drain. Contracted for with N. Abraham on Form 7-277, dated March 14, 1916; subsequently deeded by Abraham to donor without reservation of Government right of way - Rio Grande Project, New Mexico-Texas.

1. Receipt is acknowledged of your form letter of June 1 transmitting the deed to the Director for acceptance, through this office.

2. The papers are in proper form, except the expiration of the notarial commission of W. D. Harper, who took the acknowledgment of V. B. Andreas, the donor, on January 30, 1920, is not given. Kindly secure this information and transmit the same to the Director, through this office, in duplicate.

- - - - -
CC - D.C., El Paso, Texas.

W. D. Harper

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, June 1 1920

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for ~~approval~~ ^{acceptance} contract dated ~~January 30, 1920.~~ quitclaim deed

with Running from V. B. Andreas to the United States.

Estimated amount involved, \$ 0

Authority No.

Accompanied by bond and 2 copies

or Clearing Acct.

(Insert "Yes" or "No" bond)

Purpose: Donation 3.75 acres of land for Mesilla Valley east river drain. Contract on Form 7-277 had been made with M. Abraham, dated March 14, 1916, but subsequently Abraham deeded the holding to Andreas, without reservation of the Government right of way. Deed from Andreas was obtained on this account.

Advise Project Manager at El Paso, Texas,

(Post office and State)

District Counsel at

El Paso, Texas, ✓

(Post office and State)

and Chief Engineer, Denver, Colorado.

of the ~~approved~~ ^{execution} of the above, using extra copy hereof.

Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 205, Vol. 1 of Manual.

A. M. LARSON

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Chief Engineer Denver, Colo. June 10, 1920.
Chief of Construction to Director:
It is recommended that the above described contract be deed ~~executed~~ be accepted.
~~approved and bond if any approved.~~
Inclosures:

Orig. & 3 copies of form letter,
Copy of letter dated 6/10/20, from Acting C.E. to P.M.,
Orig. recorded deed dated Jan. 30, 1920,
" certificate covering liens, taxes, possession, etc.
1 Blueprint, 892-L16, 2/19/16.

(Signature)

accepted and filed Washington, D. C. *June 10 1920*
Contract ~~approved~~ and bond, if any, approved by

on

June 10 1920

Assistant Director.

JUN 12 '20 12824

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Addresses:

Cave Hog Town
oil & Gas Co
Gorman Texas

or

Desdemona Texas

or

office at
Ellaway Theater
El Paso.

El Paso, Texas, February 2, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated January 30, 1920, running from V. B. Andreas to the United States.

Very truly yours,

P W DENT

District Counsel.

incl.

THIS IS TO CERTIFY AS FOLLOWS:

With reference to quitclaim deed dated January 30, 1920, running from V. B. Andreas to the United States, granting 5.78 acres of land in E $\frac{1}{2}$ of SW $\frac{1}{4}$ sec. 2 and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 11, T. 27 S., R. 5 E., N.M.P.M., El Paso County, Texas:

That the land conveyed to the United States by the said described deed is the same land as that described in contract (Form 7-277) dated March 14, 1916, with N. Abraham; that to my best knowledge and belief, based upon inquiry and personal examination of the land, the said V. B. Andreas and N. Abraham have, since the execution of the said contract dated March 14, 1916, been in sole, actual, continuous, and hostile possession of the tract of land of which the Government right of way is a part, the east river drain having been constructed by the Reclamation Service over this tract of land shortly after the execution of said contract, and that no other persons have during said period of time exercised or claimed any possessory rights to said land; and that my personal examination of the El Paso County records shows the following: that the land was, subsequently to the contract of March 14, 1916, deeded by Abraham to Andreas; that it is now taxed in the name of Andreas; and that there are no unpaid liens, including taxes, now of record which might operate to defeat the title in the United States; and that Andreas is the reputed owner of the said land.

El Paso, Texas,
January 30, 1920.

C. F. HARVEY

Clerk.

El Paso, Texas, January 24, 1920.

Mr. W. B. Andreas,
Caro Niagra Oil Company,
Gordon, Texas.

Dear Sir:

We are very glad to have your letter of the 19th,
and are inclosing herewith the necessary quitclaim deed.

Thanking you for your trouble in this matter, and
trusting we may soon receive the instrument duly executed,
we remain,

Very truly yours,

J. B. B.

District Counsel.

NIAGARA OIL COMPANY OF TEXAS

EASTERN OFFICE
230 FIFTH AVENUE
NEW YORK

TEXAS OFFICE
EL PASO, TEXAS

Gorman, Texas

January 19, 1920

Mr. P. W. Dent,
District Counsel, U.S.R.S.,
El Paso, Texas.

Dear Sir:

I have your letter of the 16th regarding the deed for the east river drain right of way. As I have already informed you, I will be glad to sign the deed if you will have it drawn up and send it to me.

Very cordially yours,

V. B. Andreas
gpl.

V. B. Andreas,
c/o Hog Town Oil and Gas Co.,
Gorman, Texas.

El Paso, Texas, January 16, 1920.

Mr. T. E. Andreas,
Care Ellanby Theater,
El Paso, Texas.

Dear Sir:

We are again writing you in regard to the deed that we desired to have you execute for the east river drain right of way over the property that was formerly owned by Mr. Abraham. If you can possibly find time to attend to this matter, we would greatly appreciate the favor. As formerly stated, the execution of the deed is now largely a formality, but the instrument is needed to complete our records and close the transaction that was initiated with Mr. Abraham. Would you kindly take a few moments to do this:

Very truly yours,

J. D. H.

District Council.

Copy care Dog Town Mill and
Lumber Company, Gorman, Texas.
to Beaumont, Texas.

de

El Paso, Texas.
August 11, 1919.

Mr. V. B. Andreas,
City National Bank Bldg.,
El Paso, Texas.

Dear Sir:-

Last spring we sent you a release deed which was to be executed for land formerly owned by Mr. Abraham and which was taken under contract with this party for the West River claim. About 41 days ago we endeavored to reach you by phone in regard to this matter, but you were out of town, and your brother assured us that it would receive attention when you returned.

We are again writing to ask if you cannot find time to execute this deed and mail it to our office.

Very truly yours,

C. F. Harvey,

Asst. District Counsel.

J. F. WILLIAMS.
VICE PRESIDENT
H. M. ANDREAS.
VICE PRESIDENT

U. S. STEWART.
PRESIDENT
C. H. TEAGUE.
CASHIER

J. L. ANDREAS.
ASSISTANT CASHIER
R. B. KIMBROUGH.
ASSISTANT CASHIER

The City National Bank

El Paso, Texas

July 22, 1919.

Mr. C. F. Harvey, Asst. District Counsel,
United States Reclamation Service,
El Paso, Texas.

Dear Sir:-

Referring to your letter of
the 21st addressed to my brother Mr. V. B.
Andreas, beg to advise that at this time he is
out of the city and will not return until about
August 5th, at which time I will call his attention
to your letter.

Yours very truly,

H. M. Andreas

Vice-President.

HMA/F

El Paso, Texas,
July 21, 1919.

Mr. V. B. Andreas,
City National Bank Building,
City.

Dear Sir:-

Under date of May 10th we wrote you enclosing a quit claim deed which we wish to have executed. This was for right of way for the East River Drain where it runs through land which you acquired from Mr. Abraham, as explained in our former letter, and which Mr. Abraham was under contract to convey to the Reclamation Service, this contract having been duly recorded. We suppose you have overlooked this matter and are again taking the liberty of calling it to your attention in the hope that you may find time to put us in possession of the executed deed. You will understand that this is only one of the great many right of way matters which we are holding open and, in line with the others, would like very much to complete the transaction.

Very truly yours,

C. F. Harvey,

Asst. District Counsel.

El Paso, Texas,

May 10, 1919.

Mr. V. B. Andreas,
City Natl. Bank Bldg.,
El Paso, Texas.

Dear Sir:

We understand that you have acquired land formerly owner by N. Abraham across which the Reclamation Service had, previous to your acquiring it, constructed the East River Drain, this drainage right of way containing 3.78 acres, more or less, and being ^alittle over a mile South of Anthony in what the Reclamation Service designates as Sections 2 and 11, Township 27 South, Range 3 East.

Mr. Abraham was under contract to quitclaim this right of way to the United States, which contract is dated March 14, 1916 and recorded in Book 289, page 547. Hence, we are looking to you for the quitclaim deed, which is necessary to complete our records. This deed is enclosed herewith and we trust you will sign and acknowledge the same.

Thanking you for your attention to this matter, we are,

Yours very truly,

Respect by CFH

Encl 1.

District Counsel.

JJB

El Paso, Texas, July 7, 1916.

Mr. E. Abraham,
319 S. Santa Fe St.,
City.

Dear Sir:

There is enclosed herewith quit claim deed for the 3.78 acres of land which you contracted under date of March 14, 1916, to convey to the United States as right of way for the East River Drain.

Will you please execute this deed, having your wife join you, after which it should be acknowledged by both before a notary and returned to me.

Thanking you for your early attention to this matter,

I am,

Very truly yours,

~~Wm~~ P. W. Dent,

District Counsel.

Enc.

El Paso, Texas, June 12, 1916.

Mr. N. Abraham,
319 S. Santa Fe St.,
El Paso, Texas.

Dear Sir:

You are informed that the contract with yourself and wife dated March 14, 1916, providing for the donation of 3.78 acres of land as right of way for the East River Drain, was approved by the Comptroller of the Reclamation Service, on June 3, 1916.

Quit claim deed will be sent you as soon as possible for execution.

Very truly yours,

P. W. Dent,

District Counsel.

El Paso, Texas, June 12, 1916.

County Clerk, El Paso County,

El Paso, Texas.

Dear Sir:

There are enclosed herewith the following contracts for recording in the records of El Paso County:

<u>Contract with</u>	<u>Date</u>	<u>Acres</u>
N. Abraham and wife,	March 14, 1916,	3.78 acres
J. G. Barada,	" "	4.8 "
Chas. R. Loomis & Charles J. Mapel,	March 13, "	2.2 "
Mrs. G. W. North,	April 12, "	1.81 "
Henry Luethy and wife,	" "	1.9 "
Charles E. Miller and wife	March 11, "	9.78 "

Very truly yours,

P. W. Dent,

District Counsel.

Encs.

El Paso, Texas, May 3, 1919.

Mr. N. Abraham,
319 S. Santa Fe St.,
El Paso, Texas.

Dear Sir:

Under date of March 14, 1916, you executed an agreement granting permission for the United States to construct the East River Drain upon your land in El Paso Valley and this agreement was, in accordance with the terms therewith, to be followed by a deed running to the Government. Such deed was sent you with our letter dated July 7, 1916, but to date we have had no answer from you and the deed is still not executed.

We ask that you give your early attention to this matter, as it is very important that Government business be not delayed. If you have lost the deed we will be pleased to prepare another for you.

Yours very truly,

A. Bent by CFH

District Counsel.

El Paso, Texas, March 14, 1916.

Mr. Nicolas Abraham,

319 S. Santa Fe St.,

City.

Dear Sir:

Will you kindly call at 1221 Mills Building as early as possible or advise where and when you can be seen.

Very truly yours,

John J. Buck,

Asst. District Counsel.

Nicolas Abraham.

Checked: *See 27/10/10*
10 ac.

A tract of land 1653.1 feet long, measured on center line of said East River Drain, and 100. feet wide, being 40 feet in width to the East, and 60 feet in width to the West of said center line, described as follows:-

Beginning at the ~~North~~^{South} East corner of said tract, from which point the quarter corner between sections 2 and 11, T 27 S R 3 E is 37.8 feet north and 539.5 feet east; thence N. $89^{\circ}57'$ W. 103.3 feet; thence N. $14^{\circ}35'$ W 1653.1 feet; thence S. $89^{\circ}53'$ E. 103.3 feet; thence S. $14^{\circ}35'$ E 1653.0 feet $\frac{2}{3}$ to point of beginning, containing 3.78 acres, more or less.

20 278/10

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 8, 1916.

Ch. of Constr.

Project Manager to the Director (through ~~Supervising Engineer~~).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date March 14, 1916,

Executed by R. F. Walter

With J. Abraham and wife

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

Purpose: Right of way for East River Drain



No public notice issued for Rio Grande project.

Advise Ch. of Constr. _____ at Denver, Colo.

(copy to Project Manager _____ at El Paso, Texas. ✓)

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

Estimated amount involved, \$Nominal _____ Authority No. _____

Orig. contract for Director with orig. rept. on
land agr't and orig. Proj. Mgr's cert.

Encls. Copy contract for Returns of Ice with afi. of dis.,
" " " Ch. of Constr. with copy of rept.

on land agr't and copy of Proj. Mgr's certificate.

Orig. est. of cost of bridge, etc. for Dir. with
copy for Ch. of Constr. R. F. Walter.

Washington, D. C. JUN 3 1916 191

Approved by _____

Date of approval JUN 3 1916

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

A. P. Davis,
Director & Chief Engineer.

Project

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made. March 14,....., 1916., with
N. Abraham and wife
for the purchase of land required for East River Drain
purposes, Rio Grande.....Project, El Paso
County, Texas.....

1. State description and approximate area of land to be conveyed:.....
3.78 acres. For description see agreement to convey.

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:
Land is in Texas and was not originally public land of U.S.

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.
N. Abraham, 319 S. Santa Fe St., El Paso, Texas (El Paso County)
Eliza M. Abraham (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.
N. Abraham, and wife, owners. 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 water users' association.

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.

... All this land is or has been in cultivation.
... in annual crops. There are no improvements
... except fencing. The land is heavily alkaline.

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 not of
... raising crops.

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

... Land located as this is but not alkaline
... would sell at about \$150 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.

... Other portions of this tract will be
... greatly benefited ^{by drainage} if opportunity is given to
... wash the soil.

The above is a correct statement of the information procured.

Dated... April 10, 1916

Approved:

R. F. WALTER

Engineer.

Geo. Schomberg
Engineer in Charge.

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..

I hereby certify that the land described in attached agreement dated March 14, 1916, with N. Abraham and Eliza M. Abraham, is necessary for purposes authorized by the Reclamation Act, viz., for right of way for the East River Drain, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

R. F. Walter,

Project Manager.

El Paso, Texas, April 14 1916.

Certificate of estimated cost of structures to be
built across drainage ditch through land of N. Abraham
and wife in accordance with contract dated March 14, 1916.

Bridge.....	\$ 300.00
Change in irrigation system.....	50.00
Inlet for surface water.....	<u>35.00</u>
Total....	<u>\$ 385.00</u>

(sd) R. F. Walter
Project Manager.

El Paso, Tex.
April 25, 1916.

Certificate of estimated cost of structures to be
built across drainage ditch through land of H. Abraham
and wife in accordance with contract dated March 14, 1916.

Bridge.....	\$ 300.00
Change in irrigation system.....	50.00
Inlet for surface water.....	<u>35.00</u>
Total...\$	<u><u>385.00</u></u>

(sd) R. F. Walter
Project Manager.

El Paso, Tex.
April 25, 1916.

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

THIS AGREEMENT, made this 14th day of March

(See Par. 1 of Instructions, page 4 of this blank.)

nineteen hundred and sixteen, between H. Grahamand Alisa H. Graham, his wife, of El Paso,county of El Paso, State of Texas,and their heirs, legal representatives, and assigns, hereinafter styled the vendor, andTHE UNITED STATES OF AMERICA and its assigns, by L. F. Alter, Project Engineer,

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, described as follows, to

a tract of land 1,653.1 feet long, measured on the center line of
with West River Drain, and 100 feet wide, being 40 feet in width to the
East, and 6 feet in width to the West of said center line, described as
follows: Beginning at the southeast corner of said tract, from which point
the quarter corner between Sections 2 and 11, T. 27 South, Range 3 East, N.
M. P., is 57.2 feet north and 539.5 feet east, thence north 39 degrees
57' west 14.5 feet, thence north 14 degrees 35' west 1,653.1 feet, thence
north 39 degrees 12' east 14.5 feet, thence north 14 degrees 35' east
1,653.1 feet to point of beginning, containing 2.78 acres more or less.

and may take and use for such purposes a strip of said land 100 feet wide on
each side of the center line of said canals or other lines in the direction now surveyed and staked
out, or as may hereafter be surveyed and staked out and found most practicable over said land.

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

within 12 months from the date hereof, and shall terminate by limitation at the expiration of 24 months from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

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).

5. The United States agrees to build at its expense a bridge across the ditch on land of vendor and to make such provisions as are necessary so that the present system of irrigation of vendor can be continued. In addition the United States will build suitable inlet or inlets into the drainage canal to take care of surface drainage water.

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

Witnesses:

C. C. Streeter,

of El Paso, Texas.

Chas. B. Stevens,

of El Paso, Texas.

Ivy S. McClelland,

of El Paso, Tex.

J. H. Luney,

of El Paso, Texas.

(Signed) H. Abraham,

for
Elise H. Abraham
mark

Vendor.

THE UNITED STATES OF AMERICA.

By S. J. [unclear]

(Official title.)

Approved this _____ day of _____, 191

Director, U. S. Reclamation Service.

STATE OF Texas }
COUNTY OF El Paso } ss:

I, Chas. E. Stevens, a Notary Public
in and for said county, in the State aforesaid, do hereby certify that E. Abraham
and Eliza M. Abraham

who are personally known to me to be the person^s whose name 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 Eliza M. Abraham
separate and apart from her husband, and explained to her the contents of the foregoing instru-
ment, 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 14th day of March, 191 6.

[SEAL.]

(Signed) Chas. E. Stevens.

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
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.

_____, Engineer, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.]

this _____ day of _____, A. D. 191 . My commission
expires _____

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

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 _____
o'clock _____ M., _____, 191
and is duly recorded in Book _____
Page No. _____

Fees, \$ _____
By _____

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.

THIS AGREEMENT, made this 14th day of March

(See Par. 1 of Instructions, page 4 of this blank.)

nineteen hundred and sixteen, between N. Abraham

and Eliza M. Abraham, his wife, of El Paso,

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 acknowl-
edged, 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, described as follows, to

A tract of land 1,653.1 feet long, measured on the center line of
with: East River Drain, and 100 feet wide, being 40 feet in width to the
East, and 60 feet in width to the West of said center line, described as
follows: Beginning at the southeast corner of said tract, from which point
the quarter corner between Sections 2 and 11, T. 27 South, Range 3 East, N.
M. P. M., is 37.8 feet north and 539.5 feet east, thence north 39 degrees
57' west 103.3 feet, thence north 14 degrees 35' west 1,653.1 feet, thence
south 39 degrees 53' east 103.3 feet, thence south 14 degrees 35' east
1,653.0 feet to point of beginning, containing 3.78 acres more or less.

~~and may take and use for such purposes a strip of said land 100 feet wide on~~
~~each side of the center line of said canals or other lines in the direction now surveyed and staked~~
~~out, or as may hereafter be surveyed and staked out and found most practicable over said land.~~

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 Controller or Director of the Reclamation Service, whose approval or disapproval will be signified

within 12 months from the date hereof, and shall terminate by limitation at the expiration of 24 months from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

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).

R 7 JV
5. The United States agrees to build at its expense a bridge across the ditch on land of vendor and to make such provisions as are necessary so that the present system of irrigation of vendor can be continued. In addition the United States will build suitable inlet or inlets into the drainage canal to take care of surface drainage water.

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

Witnesses:

C. C. Streeter, _____

(Signed) N. Abraham, _____

of El Paso, Texas. _____

Chas. B. Stevens, _____

X
her
" Eliza M. Abraham
mark Vendor.

of El Paso, Texas. _____

Ivy S. McClelland, _____

THE UNITED STATES OF AMERICA.

of El Paso, Tex. _____

By R. F. WALTER

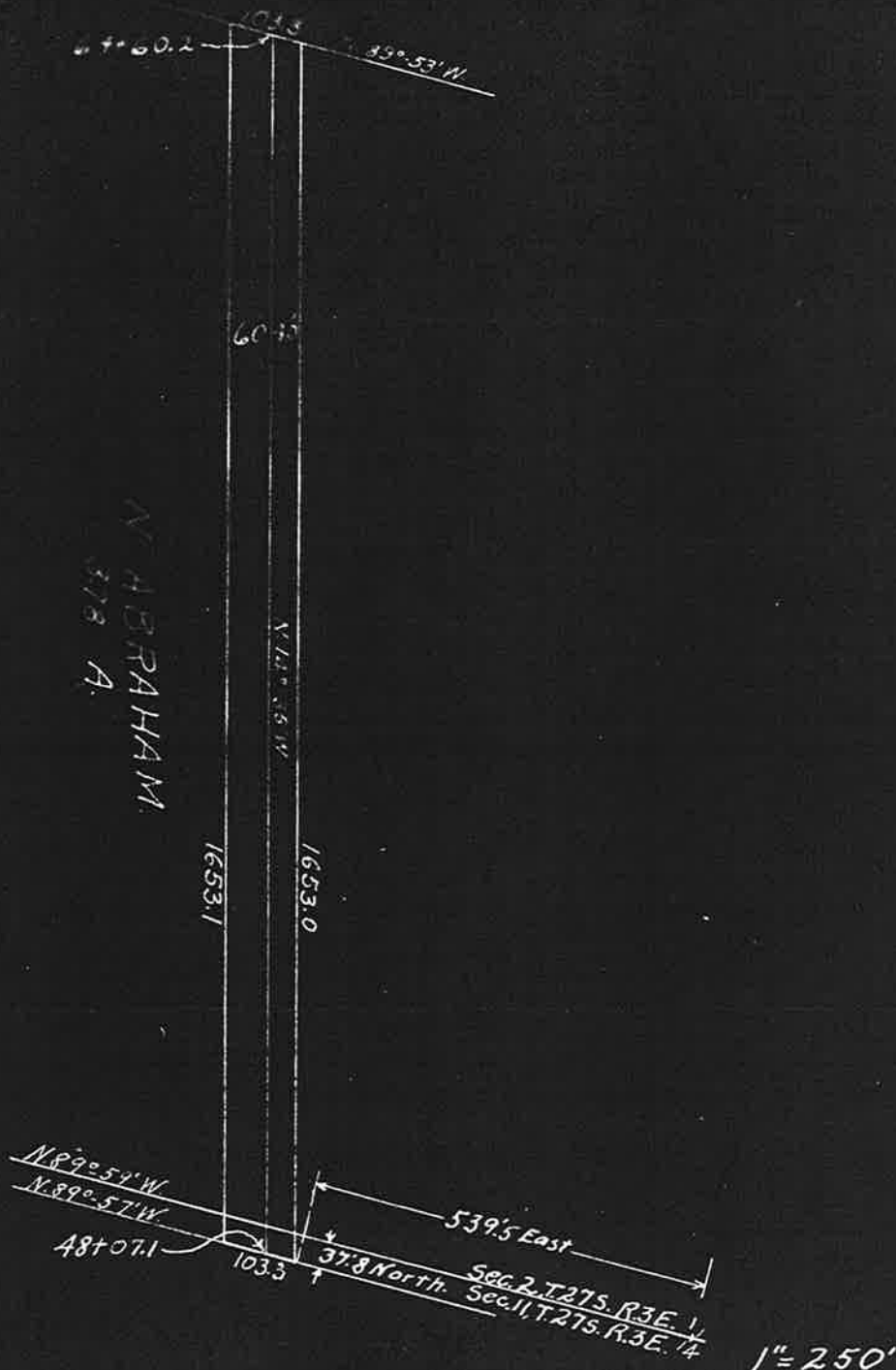
J. M. Luney, _____

Proj. Manager *[Signature]*
(Official title.)

of El Paso, Texas. _____

Approved this _____ day of Jun 3, 1916

[Signature]
Comdr, U. S. Reclamation Service.



DEPARTMENT OF THE INTERIOR
U.S. RECLAMATION SERVICE

RIO GRANDE PROJECT, N.M., TEX.
MESILLA VALLEY DRAINAGE
E. RIVER DRAIN, RIGHT OF WAY
SEC. 2 & 11, T. 27 S., R. 3 E., NM. PM

SURVEYED J.W.R. DRAWN G.S.	CHECKED W.A.P. APPROVED S.B.W.
892.116	LAS CRUCES NM 2/14/16

Sheet 5 of

STATE OF Texas }
COUNTY OF El Paso } ss:

I, Chas. B. Stevens, a Notary Public
in and for said county, in the State aforesaid, do hereby certify that N. Abraham
and Eliza M. Abraham

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 Eliza M. Abraham
separate and apart from her husband, and explained to her the contents of the foregoing instru-
ment, 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 14th day of March, 191 6.

[SEAL.]

(Signed) Chas. B. Stevens.

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
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.

_____, Engineer, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.] this _____ day of _____, A. D. 191 . My commission
expires _____

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

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

UNITED STATES

TO

State of Idaho
COUNTY OF Valley ss:

I hereby certify that this instrument was

filed for record in my office at 3:40
o'clock P.M., June 13, 1916
and is duly recorded in Book 189

Page No. 544

E. J. McClinton
(Seal) Notary Public for Idaho
By W. C. Jones 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.

THIS AGREEMENT, made this 14th day of March
(See Par. 1 of Instructions, page 4 of this blank.)
 nineteen hundred and sixteen, between N. Abraham
 and Elizabeth Abraham, his wife, of El Paso
 county of El Paso, 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 acknowl-
 edged, 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, described as follows, to

A tract of land 1,653.1 feet long, measured on the center line of
 wit: ~~East River Drain, and 100 feet wide, being 40 feet in width to the~~
 East, and 60 feet in width to the West of said center line, described as
 follows: ~~Beginning at the southeast corner of said tract, from which point~~
 the quarter corner between Sections 2 and 11, T. 27 South, Range 3 East, N.
 M. P. M., is 37.8 feet north and 539.5 feet east, thence north 89 degrees
 57' west 103.2 feet, thence north 14 degrees 35' west 1,653.1 feet, thence
 south 89 degrees 53' east 103.3 feet, thence south 14 degrees 35' east
 1,653.0 feet to point of beginning, containing 3.78 acres more or less.

~~and may take and use for such purposes a strip of said land XXXXXXXXXXXX feet wide on~~
~~each side of the center line of said canals or other lines in the direction now surveyed and staked~~
~~out, or as may hereafter be surveyed and staked out and found most practicable over said land~~

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 Comptroller or Director of the Reclamation Service, whose approval or disapproval will be signified

Checked as to Engineering Data, map

RECEIVED

1916 MAR 14 40019

within 12 months from the date hereof, and shall terminate by limitation at the expiration of 24 months from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

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).

5. The United States agrees to build at its expense a bridge across the ditch on land of vendor and to make such provisions as are necessary so that the present system of irrigation of vendor can be continued. In addition the United States will build suitable inlet or inlets into the drainage canal to take care of surface drainage water.

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

Witnesses:

Chas B Stevens
of El Paso Texas

Elisa M. Abraham
Vendor.

J. M. Loney
of El Paso Texas

THE UNITED STATES OF AMERICA.

By A. J. Maltz
Project Manager USRE
(Official title)

Approved this _____ day of JUN 3 1916

W. A. R. R.
Controller, U. S. R. S.

STATE OF

Texas

COUNTY OF

Jph. P. S. S.

ss:

I,

Chas. B. Stevens

a

Notary Public

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

N. Abraham & Eliza M. Abraham

who are personally known to me to be the person^s whose name^s 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 Eliza M. Abraham 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 14th day of March, 1916

[SEAL.]

Chas. B. Stevens

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 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.

_____, Engineer, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.]

this _____ day of _____, A. D. 1916. My commission expires _____

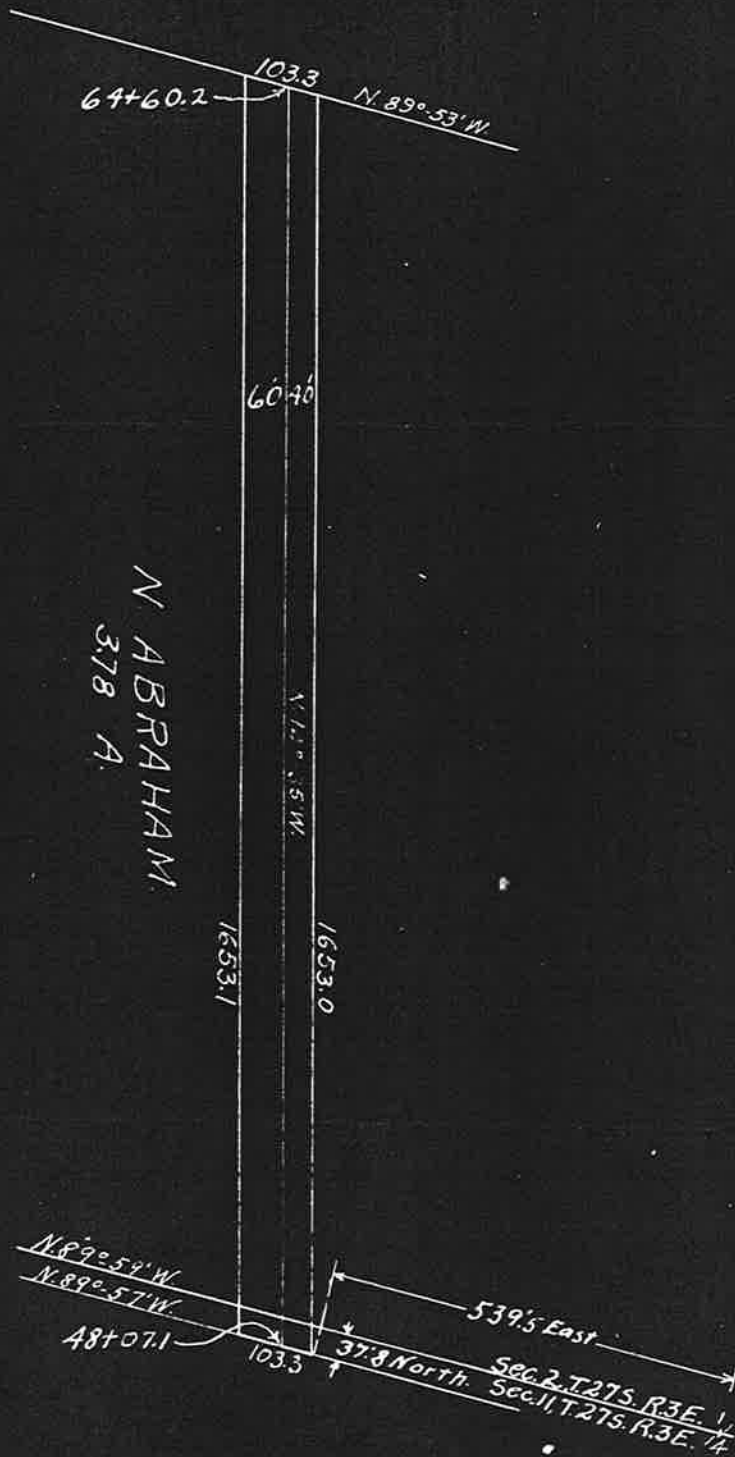
NOTE.—It will be unnecessary to have this affidavit executed on more than one copy of the contract.

APPROVED CHAS. B. STEVENS

District Counsel.

APR 25 1916

Notary



1" = 250'

DEPARTMENT OF THE INTERIOR
U.S. RECLAMATION SERVICE
RIO GRANDE PROJECT, NM, TEX.
MESILLA VALLEY DRAINAGE
E. RIVER DRAIN, RIGHT OF WAY
SEC. 2, T. 27S, R. 3E, NM, PM
SURVEYED J.W.R.
DRAWN G.S.
CHECKED W.A.V.
APPROVED S.B.W.
892 L16 LAS CRUCES NM 2/14/16

SHEET 5 OF

COMPALED

82175 INDEXED
7-277

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

McClintock
Clerk of the County Court

UNITED STATES

County of _____

I hereby certify that this instrument was
filed for record in my office at 3:10
o'clock P. M., June 13, 1916
and is duly recorded in Book _____

Page No. _____

E. B. McCLINTOCK

By _____
Clerk

Fees, \$ _____

289
547

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.

McCLINTOCK, County Clerk of _____
of writing with its certificate _____
for Record in _____ on the 13 day of June 1916 at 3:10
o'clock _____ M. in the Deed, _____
_____ Records of said County, in Volume 289 on page 547
Witness my hand and the seal of the County Court of _____
in El Paso, Texas, the day and year last above written.

E. B. McCLINTOCK,

Clerk of the County Court, El Paso County Texas

By L. C. Bowles