

CAMPBELL, DUNCAN, et. ux. Louise

PURCHASE OF IMPROVEMENTS (not recorded)

EAST DRAIN NO. 12

0025-0005

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made September 9,  
(See Par. 1 of Instructions, page 4 of this blank.)

nineteen hundred and ~~sixteen~~, between Burns Campbell

and Louise Campbell, 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 B. J. Balwin, 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, described as follows, to

wit: (For description of land, see attached sheet

and may take and use for such purposes a strip of said land \_\_\_\_\_ 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 and Chief Engineer 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 will build suitable inlet or inlets into the drainage canal to take care of the surface drainage water.**

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

Witnesses:

P. W. Gentry  
of El Paso Texas

J. A. Hamilton  
of El Paso Texas

J. M. Lunsney  
of El Paso Texas

Vera De Witt  
of El Paso Texas

(Signed) Duncan Campbell

Louise Campbell  
Vendor.

THE UNITED STATES OF AMERICA.

By (Sgd) E. A. Baldwin  
**Project Manager, U. S. R. S.**

(Official title.)

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

U. S. Reclamation Service.

Right of Way for Mesilla Valley East River Train

A lot or parcel of land or real estate, situate, lying and being in the County of Dona Ana, State of New Mexico, to-wit:

A tract of land situated in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section twenty-two (22); the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section twenty-seven (27), and the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section twenty-six (26), Township twenty-six (26) South, Range three (3) East, N.M.P.M., being a strip of land one hundred twenty (120.0) feet in width, lying sixty (60.0) feet on each side of the center line of the Mesilla Valley East River Train; said center line being described as follows: Beginning at station 217 plus 82 of the said aforementioned center line, being a point in the center of the highway between land of Duncan Campbell and land of C. L. Gish, which highway has a bearing of N89°58' East, and from which point the Northeast corner of the tract herein described bears North 89° 58' East a distance of sixty-three and four-tenths (63.4) feet, and from the said Northeast corner of the tract herein described the Northeast corner of said Section twenty-seven (27) bears South 77° 13' East a distance of two hundred ninety-one and nine-tenths (291.9) feet; running thence South 18° 30' East a distance of one thousand three hundred ninety (1390.0) feet to station 203 plus 92 of the aforementioned center line of the said Mesilla Valley East River Train, which is a point on the boundary line between land of Duncan Campbell and Albert Woodlee; said boundary line having a bearing of North 89° 56' East; said above described tract containing three and eighty-three hundredths (3.83) acres, more or less, and lying parallel with and adjacent to the west right of way line of the Atchinson, Topeka & Santa Fe Railway.

Duncan Campbell

Owner

Vendor

Project Engineer

Project Engineer

STATE OF TexasCOUNTY OF El Paso

ss:

I, Jessie E. M. Howea Notary Public

in and for said county, in the State aforesaid, do hereby certify that Duncan Campbell  
and Louise Campbell, his wife

who are personally known to me to be the person 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 Louise Campbell  
 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 9th day of September, 191 6

(SEAL)

[SEAL.]

Jessie E. M. Howe  
Notary Public in & for El Paso  
Co., Texas.

## 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.

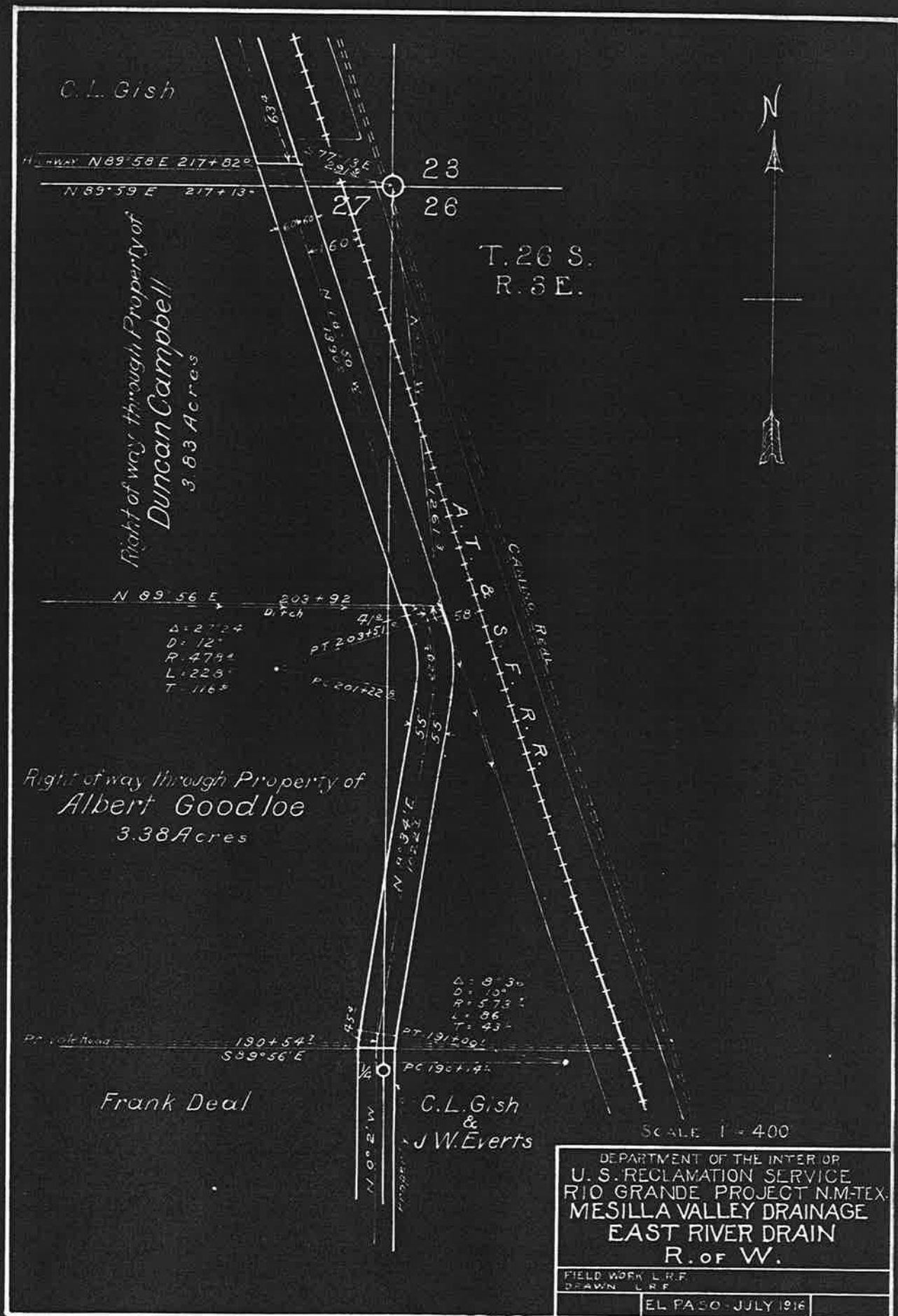
\_\_\_\_\_, Engineer, U. S. R. S.

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.



October 2, 1916.

Acting Chief of Construction, Denver,

Director and Chief Engineer, Washington.

Contract of Sept. 9, 1916, with Duncan Campbell and wife confirming to U. S. right of way reserved under act of Aug. 30, 1890, for use in connection with drainage system, Rio Grande project.

1. It will be noted that this contract, although on its face an agreement to convey and has been prepared on form 7-277, is in reality a contract under which the contractor simply confirms to the United States right of way which was reserved by the Act of August 30, 1890 (26 Stat. L., 391). See answer to question 5 on report on land agreement which report accompanies the instrument.

2. The contract was therefore approved by me as Acting Chief of Construction on Sept. 29, 1916, and is transmitted herewith for acceptance and filing. The description of the land in the instrument has been checked in this office. No monetary consideration is involved.

3. Copy of this letter is being sent to the Project Manager for his information and as a request to use form 7-523 in all cases of this kind in future, unless there is some good reason for using form 7-277 which, however, does not appear to this office.

9 Enclosures:

- 3 copies of letter of transmittal;
- 1 original contract for Director with orig. certificate by P.M. dated Sept. 14, '16, orig. est. of cost Sept. 14, '16, orig. rpt. on land agr't, and 1 print
- 1 copy of contract for returns office cc to p.m. d. c

E. S. Walker



DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

15  
El Paso, Texas, September 24, 1916, 191

Project Manager to the Director (through ~~Supervising Engineer~~ Chief of Construction)

Subject: Forwarding contracts for approval.

The contract described below is forwarded herewith for approval:

Date September 9, 1916 Rio Grande project

Executed by E. H. Baldwin, Project Manager

With Duncan Campbell and wife

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

Purpose: Right of way for Mesilla Valley East River Drain

NOTE: No public notice issued on Rio Grande Project

Advise ☒ Project Manager at El Paso, Texas  
with copy to Chief of Construction at Denver, Colorado

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

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

Encls.  
3 copies for Washington  
1 copy " Denver  
Report on Land Agreement  
Estimate of cost  
Certificate

E. H. Baldwin  
Project Manager

Washington, D. C. OCT 12 1916 191

Approved by

Date of approval

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

*Accepted & filed*

Morris Bien, Acting Director

Approved Sept. 29, 1916.  
by R. F. Walter, Acting Chief of Construction.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, September 14, 1916 191

Project Manager to the Director (through ~~Supervising Engineer~~ <sup>Chief of Construction</sup>)

Subject: Forwarding contracts for approval.

The contract described below is forwarded herewith for approval:

Date September 9, 1916 Rio Grande project

Executed by E. H. Baldwin, Project Manager

With Duncan Campbell and wife

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

Purpose: Right of way for Mesilla Valley East River Drain

**NOTE:** No public notice issued on Rio Grande Project

Advise Project Manager at El Paso, Texas

with copy to Chief of Construction at Denver, Colorado

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

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

Encls.

**3** copies for Washington

**1** copy " Denver

Report on Land Agreement

Estimate of cost

Certificate

Washington, D. C. \_\_\_\_\_ 191

**E. H. Baldwin**  
Project Manager

Approved by

Date of approval

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

CERTIFICATE

I HEREBY CERTIFY that the land described in attached agreement dated September 9, 1916, with Duncan Campbell and wife is necessary for purposes authorized by the Reclamation Act, viz: for right of way for the Mesilla Valley 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.

J. H. Baldwin  
Project Manager

El Paso, Texas, September 14, 1916.

El Paso, Texas, September 14, 1916.

The estimated cost of work covered by article 5 of attached contract with Duncan Campbell and wife dated September 9, 1916, will amount to \$60.00.

E. H. Baldwin  
Project Manager

## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **September 9** 1916, with

**Duncan Campbell and Louise Campbell, his wife**

for the purchase of land required for **right of way for Mesilla Valley East River**  
**Drain**  
purposes, **Rio Grande** Project, **El Paso**

County,

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

**3.83 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.

**SE 1/4 Sec. 22, T.26 S., R.3 E., N.M.P.M., covered by H.E. 1993, dated May 28, 1891, patented October 22, 1896. NW 1/4 Sec. 27, covered by H.E. 2329, dated May 22, 1893, patented Oct. 22, 1896. NW 1/4 Sec. 26, covered by H.E. 2193, dated Oct. 5, 1892, patented August 3, 1899.**

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.

**Duncan Campbell and Louise Campbell, his wife, No. 1800 Montana Street, El Paso, Texas**

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

**Owner is in possession. No lease**

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

**Subject to right of way by virtue of Act of Congress approved August 30, 1890 (26 Stat. L., 591)**

6. State how much of the land is under cultivation, to what kinds of crops with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; *also the amounts and values of the several classes of land.*

**None of the land is cultivated, but all is capable of being brought under cultivation**

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 of the land is irrigated but all is capable of being brought under irrigation**

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

**\$100.00 to \$125.00 per acre**

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

**The construction of the Mesilla Valley East River Drain will be a benefit to the land in this locality**

The above is a correct statement of the information procured.

Dated **September 14,**

191 **6**

(Signature) **E. M. Hough**

(Title) **Supt. of Construction**  
*In Charge of Negotiations.*

Approved:

**E. H. Baldwin**

*Project Manager.*

## INSTRUCTIONS.

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

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

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

(b) Affidavit of disinterestedness.

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

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