

180
McKANEY, FRED T. et. ux. Alma

QUITCLAIM DEED (056) EAST DRAIN NO. 10A

0023-0002-0003-00

THE STATE OF TEXAS, }
 County of El Paso.

KNOW ALL MEN BY THESE PRESENTS: THAT

We, Fred I. McKamy and Alma E. McKamy

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

to us in hand paid by the United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388)

~~the County of~~ ~~XXXXXX~~ ~~XXXX~~, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said United States of America, its successors

~~XXXX~~ and assigns all our 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 situated in the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section thirty-five (35), Township twenty-six (26) South, Range three (3) East, N.M.P.M., being a strip of land one hundred (100.0) feet in width, lying sixty (60.0) feet on the West side and forty (40.0) feet on the East side of the center line of the Mesilla Valley East River Drain; said center line being described as follows: Beginning at Station 123 plus 33.9 of said center line, a point on the boundary line between land of the grantors herein and land of Charles E. Miller; said boundary line having a bearing of South 89° 35' East, and from which point the Northwest corner of the tract of land herein described bears North 89° 35' West sixty-two and two-tenths (62.2) feet, and from said Northwest corner the Northwest corner of said Section thirty-five (35) bears North 28° 21' West three thousand nine hundred twenty and four-tenths (3920.4) feet; running thence South 15° 25' West a distance of two hundred seven and two-tenths (207.2) feet to Station 121 plus 26.7 of said center line, being a point on the North line of the highway between land of the grantors herein and land of H. M. Andreas; said highway having a bearing of North 89° 30' East; the above described tract of land containing forty-eight hundredths (0.48) of an acre, more or less.

TO HAVE AND TO HOLD all our right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said United States of America, its successors

~~XXXX~~ and assigns forever.

WITNESS our hand s this the 11th day of January, A. D. 1918

Witnesses at Request of Grantor:

GEO. W. HOADLEY

FRED I. McKAMY

ALMA E. McKAMY

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

to

Filed for record, this

day of 191, at

o'clock and minutes M.

Clerk.

By Deputy.

El Paso

THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

Before me, JESSIE E. M. HOWE, a NOTARY PUBLIC in and for

El Paso County, Texas, on this day personally appeared GEO. W. HOADLEY, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw FRED I. McKAMY and ALMA E. McKAMY, the persons who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the persons who executed the same.

Given under my hand and seal of office, this 11 day of January, A. D. 1918

Notary Public in & for El Paso County, 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 by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of A. D. 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 o'clock M. and duly recorded the day of A. D. 19, at o'clock M. in the records of said County, in Volume 315 on Pages 390

Witness my hand and the seal of the County Court of said County, at office El Paso Texas, the day and year last above written.

Clerk County Court, El Paso County, Texas.

By Deputy.

El Paso, Texas, September 17, 1917.

Mr. Fred I. McKamy,

Anthony, New Mexico.

Dear Sir:

I have your letter of August 28, 1917, replying to letter from this office dated July 23, 1917, in regard to your agreement to convey to the United States a certain strip of land as right of way for the East River Drain.

I am advised that the only thing which remains to be done by the United States is the construction of the flume and that this will be done at an early date.

Yours very truly,

(sd) D. G. Tyree

Asst. District Counsel.



JEG :EGA

August -9, 1916

Acting Director

Chief of Construction

Contract dated March 11, 1916, with Fred I. McKamy and wife, - Providing for donation of land, Rio Grande Project.

1. Replying to your letter of August 4, 1916.
2. Records of this office show that the above mentioned contract was approved by Mr. W. A. Ryan, Comptroller, U. S. R. S., July 10, 1916, and that your office was notified of the approval by the return of one copy of Project Manager's form letter of transmittal dated April 26, 1916, as is customary.
3. The original copy ^{of the contract} has been returned to the Project office for record and return.

M. A. Ryan

Copy to P.M., El Paso, Texas.



xxxxxxx

JJB-D

August 4, 1916.

Acting Chief of Construction, Denver,
Director and Chief Engineer, Washington.

Contract March 11, 1916, with Fred I. McKamy and wife, -
Providing for donation of land, Rio Grande Project.

1. It is understood that above contract has
been approved, altho such notice has failed to reach
this office. Please notify this office of date of
approval of same so that notation may be made on contract.

CC - P.M., El Paso, Texas. ✓

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 26, 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 11, 1916,

Executed by R. F. Walter

With Fred I. McKamy 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.

Encls. Orig. contract for Director with orig. rept. on land agr't, and Project Manager's certificate.
Copy contract for Returns Office with affl. of dis.,
" " Ch. of Constr. with copy of rept.
on land agr't and copy of Project Manager's certificate.

Orig. Est. of cost of bridge, etc. for Dir., with JUL 10 1916
copy for Ch. of Constr.

Approved by [Signature] June 7, 1916
Date of approval JUL 10 1916


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

WILL R. King
Acting Director

See office letter June 7, 1916

al enclosed for record and return.

INSTRUCTIONS

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

El Paso, Texas, July 3, 1916.

From District Counsel

To Chief Counsel, Washington.

Subject: Contract with Fred I. McKamy and wife dated March 11, 1916, providing for the donation of right of way for East River Drain, Rio Grande project.

1. Under date of April 26, 1916, the above mentioned contract was transmitted for approval through the Denver office and was forwarded by that office to Washington with other similar contracts for approval on May 1.

2. All of the contracts transmitted from Denver on May 1 have been approved and returned for recording with the exception of contract with Fred I. McKamy and wife.

3. If there is no objection to the approval of the McKamy contract please approve and return the instrument so that it may be recorded.

P. W. Dent.

El Paso, Texas, July 14, 1916.

County Clerk, El Paso County,
El Paso, Texas.

Dear Sir:

There is enclosed herewith contract dated March 11, 1916, providing for the donation by Fred I. McKamy and wife to the United States of 0.46 of an acre of land. Please place this instrument of record and oblige,

Very truly yours,

P. W. Dent,

District Counsel.

Enc.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 26, 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 11, 1916, Rio Grande project

Executed by R. F. Walter

With Fred I. McKamy 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 Project Manager's certificate.
Encls. Copy contract for Returns Office with affi. of dis.,
" " " Ch. of Constr. with copy of rept.
on land agr't and copy of Project Manager's
certificate.

R. F. Walter.

Orig. Est. of cost of ~~Washington~~ ^{Fence} ~~bridge~~, D.C. for Dir., with 191

Approved by *Plat for Dir. & Ch. of Constr.*

Date of approval

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

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 26, 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 11, 1916, Rio Grande project

Executed by R. F. Walter

With Fred I. Kelley and wife

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

Purpose: Right of way for Rust River Train.

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, \$ minimal. Authority No. _____

Encls. Orig. contract for Director with orig. rept. on land agr't. and project manager's certificate.
Copy contract for Return Office with offl. of Dir., Ch. of Constr. with copy of rept. on land agr't and copy of Project Manager's certificate.

Orig. rpt. of cost Washington, D.C. for Dir. with copy for Ch. of Constr. 191

Approved by

Date of approval

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

Project
7-281.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made March 11, 1916, with
Fred I. McTamy & 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:
0.46 acre. For description see agr't 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.
Fred I. McTamy, La Juna, El Paso County, Tex
Alma E. McTamy, (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.
Fred I. McTamy 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.
Not subject to right of way by virtue of contract with water users' association or other agreement.

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.

About $\frac{1}{3}$ is under cultivation. None of remainder is capable of being cultivated, alfalfa on cultivated portion. No other improvements on land.

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

About $\frac{1}{3}$ is irrigated, under a water right in Three Saints Community Ditch. None of uncultivated portion is capable of irrigation.

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

\$200 an acre for improved land, or cultivated portion. uncultivated same as other $\frac{2}{3}$ of the tracts of small value.

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.

Uncultivated part usually under several feet of water.

The above is a correct statement of the information procured.

Dated March 11, 1916

Approved:

Engineer.

John J. Buck
Engineer in Charge
Prepared in field.

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 11, 1916, with Fred I. McKamy and wife, 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 24 1916.

Certificate of estimated cost of structures to be
built across drainage ditch through land of F. I. McKamy and
wife in accordance with contract dated March 11, 1916.

Fence.....	\$ 10.00
Irrigation system and flume.....	50.00
Inlet for surface water.....	<u>35.00</u>
Total	<u>\$ 95.00</u>

(sd) R. A. Walter
Project Manager.

El Paso, Tex.
April 25, 1916.

Certificate of estimated cost of structures to be
built across drainage ditch through land of F. I. McKamy and
wife in accordance with contract dated March 11, 1916.

Fence.....	\$ 10.00
Irrigation system and flume.....	50.00
Inlet for surface water.....	<u>35.00</u>
Total	<u>\$ 95.00</u>

(sd) R. F. Walter
Project Manager.

El Paso, Tex.
April 25, 1916.

Checked as to Engineering Data, 10/10/00

A tract of land 200.7 feet long, measured on the center line of the East River Drain, and 100 feet wide, being 60 feet in width to the West and 40 feet in width to the East of said center line, described as follows:

Beginning at the Northeast corner of said tract, from which point the quarter corner between Section 35, Township 26 South, Range 3 East, and Section 2, Township 27 South, Range 3 East, N. M. P. M., is 1803.1 feet south and 735.9 feet east, thence south $8^{\circ} 13'$ west 88.3 feet, thence to the left on a curve of 2824.9 feet radius 113.3 feet, measured on 100 foot chords, thence south $89^{\circ} 00'$ west 100.1 feet, thence to the right on a curve whose tangent at this point bears north $5^{\circ} 46'$ east, and whose radius is 2924.9 feet, 125.9 feet, measured on 100 foot chords, thence north $6^{\circ} 13'$ east 73.5 feet, thence north $89^{\circ} 49'$ east 101.5 feet to the point of beginning, containing 0.46 acre more or less.

(Signed) Fred I. McKamy,

" Alma E. McKamy,

R. F. WALTER

A

THIS AGREEMENT, made this 11th day of March,
(See Par. 1 of Instructions, page 4 of this blank.)
 nineteen hundred and sixteen, between Fred I. Harvey
 and Alma E. Mc Harvey, his wife, of LaTuna,
 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 E. 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
 wit: **(For description of land see sheet attached)**

~~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 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 agree to build a fence at its expense on each side of the right of way herein described 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 and construct a flume.

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

Witnesses:

John J. Dyck,

(Signed) Fred I. McKamy,

of El Paso, Tex.

S. G. Zilgare,

(Signed) Alma E. McKamy,

of Berino, N. M.

Vendor.

Ivy S. McClelland,

THE UNITED STATES OF AMERICA.

of El Paso, Texas.

By R. E. CAMER

J. M. Loney,

Project Manager .

(Official title.)

of El Paso, Texas

Approved this _____ day of _____, 191

Director, U. S. Reclamation Service.

STATE OF New Mexico }
COUNTY OF Dona Ana } ss:

I, S. C. Kilgore, a Notary public
in and for said county, in the State aforesaid, do hereby certify that Fred L. McKamy
and Alma E. McKamy

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 Alma E. McKamy
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 11th day of March, 1916.

[SEAL.] (Signed) S. C. Kilgore
My commission expires January 29, 1917.

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.

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. _____

By _____

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.

THE STATE OF TEXAS, }
County of El Paso. }

KNOW ALL MEN BY THESE PRESENTS: THAT

We, Fred I. McKamy and Alma E. McKamy

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

to us in hand paid by the United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 503)

~~of the County of~~ ~~El Paso~~ ~~State~~ ~~Texas~~, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said United States of America, its successors

~~and~~ and assigns all our 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 situated in the Northeast quarter of the Southwest quarter (NE-SW) of Section thirty-five (35), Township twenty-six (26) South, Range three (3) East, N.M.P.M., being a strip of land one hundred (100.0) feet in width, lying sixty (60.0) feet on the West side and forty (40.0) feet on the East side of the center line of the Mesilla Valley East River Drain; said center line being described as follows: Beginning at Station 123 plus 33.9 of said center line, a point on the boundary line between land of the grantors herein and land of Charles E. Miller; said boundary line having a bearing of South 89° 35' East, and from which point the Northwest corner of the tract of land herein described bears North 89° 35' West sixty-two and two-tenths (62.2) feet, and from said Northwest corner the Northwest corner of said Section thirty-five (35) bears North 28° 21' West three thousand nine hundred twenty and four-tenths (3920.4) feet; running thence South 15° 25' West a distance of two hundred seven and two-tenths (207.2) feet to Station 121 plus 26.7 of said center line, being a point on the North line of the highway between land of the grantors herein and land of H. H. Andreas; said highway having a bearing of North 89° 30' East; the above described tract of land containing forty-eight hundredths (0.48) of an acre, more or less.

TO HAVE AND TO HOLD all our right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said United States of America, its successors

~~and~~ and assigns forever.

WITNESS our hand ^s this the _____ day of _____, A. D. 1916

Witnesses at Request of Grantor:

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 191, at

o'clock and minutes M.

Clerk.

By Deputy.

Elis-El Paso

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

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

known to me to be the person whose name 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 day of, A. D. 19

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

Before me, in and for
El Paso County, Texas on this day personally appeared wife of

known to me to be the person whose name is subscribed
to the foregoing instrument, and having been examined by me privily and apart from her husband, and having
the same by me fully explained to her, she, the said acknowledged such instru-
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration 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.

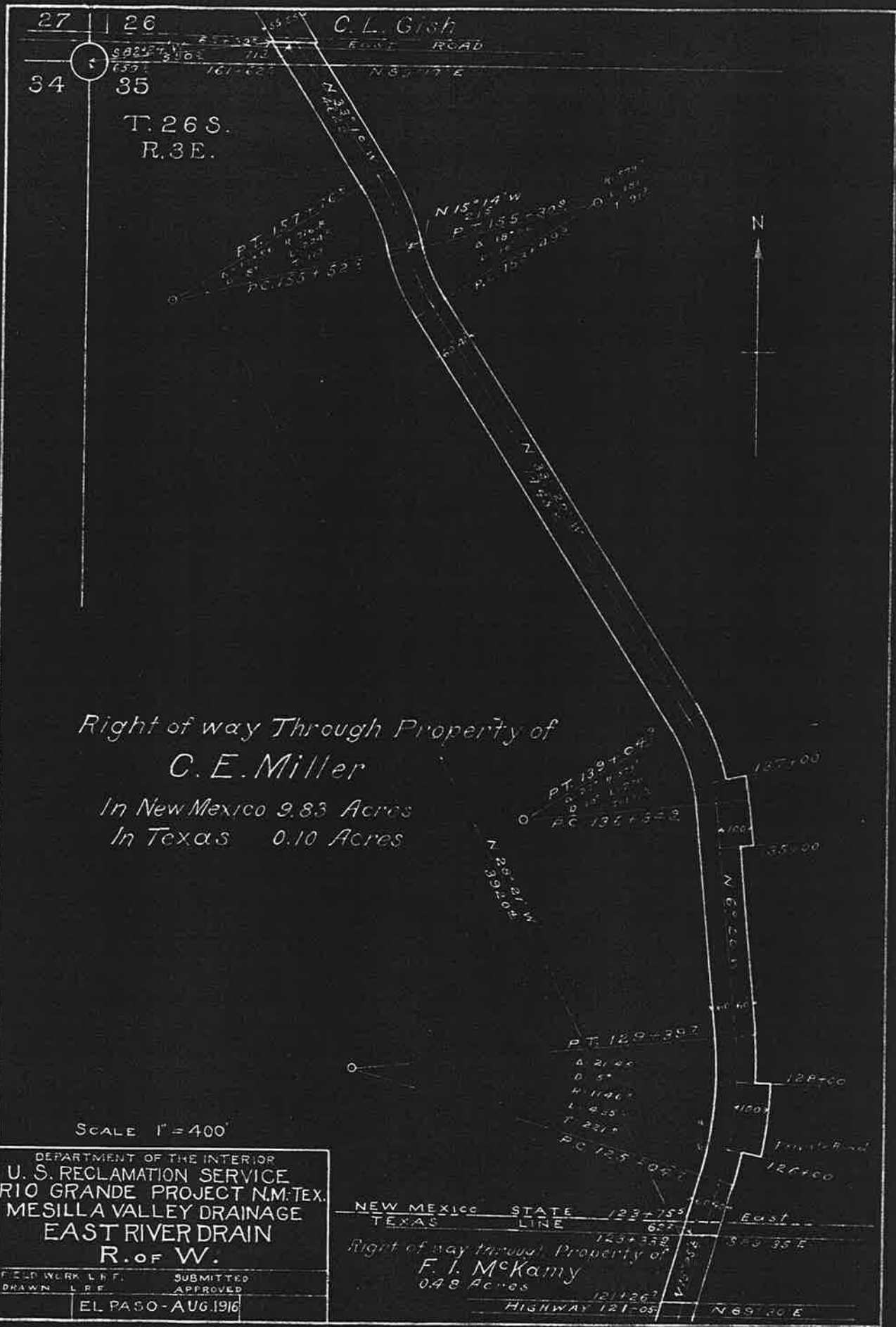
F Clerk of the County

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 o'clock M.
and duly recorded the day of, A. D. 19, at o'clock M.
in the records of said County, in Volume 315 on Pages 390

Witness my hand and the seal of the County Court of said County, at office El Paso Texas, the day and
year last above written.

Clerk County Court, El Paso County, Texas.

By, Deputy.



*Right of way Through Property of
C.E. Miller*

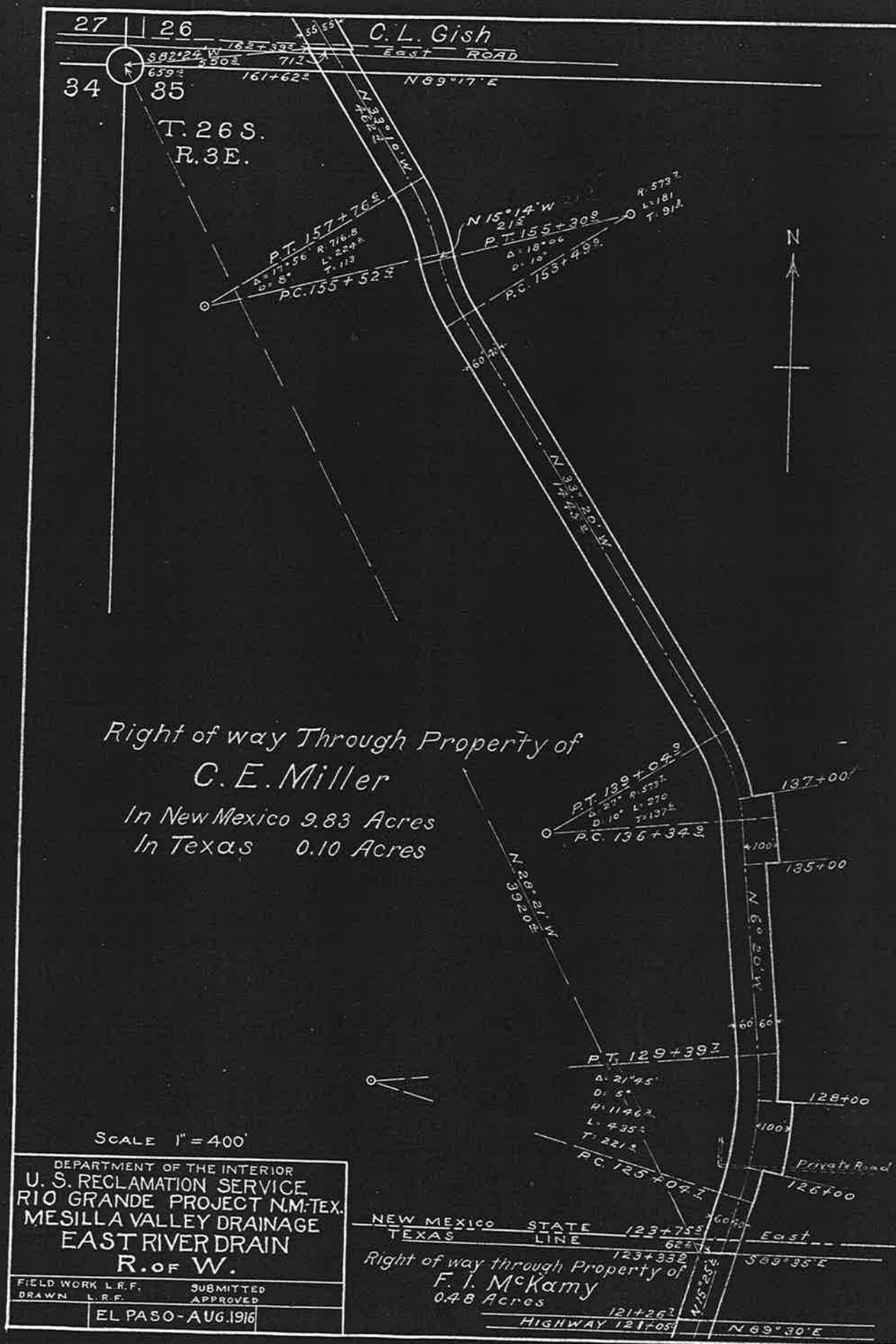
*In New Mexico 9.83 Acres
In Texas 0.10 Acres*

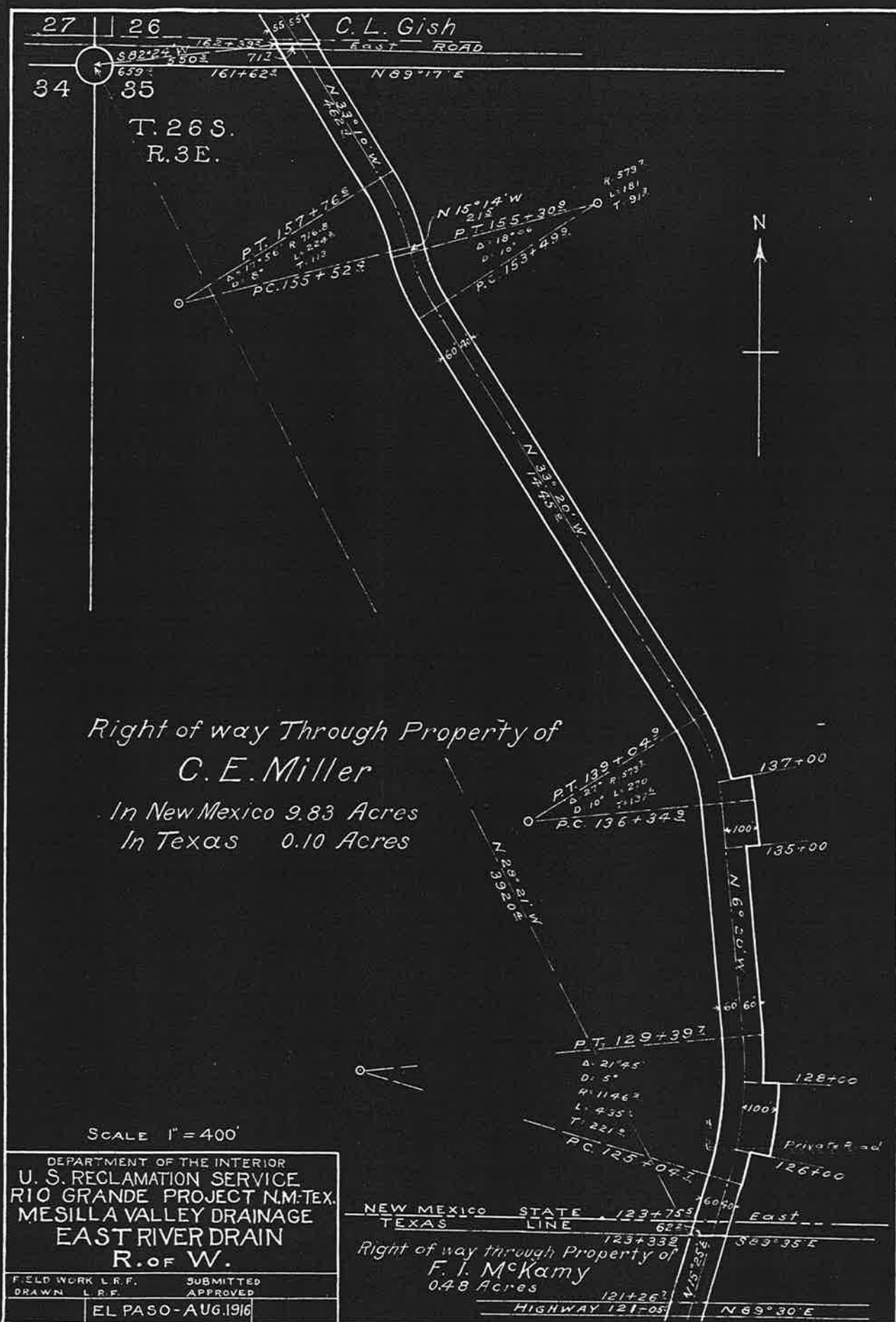
SCALE 1"=400'

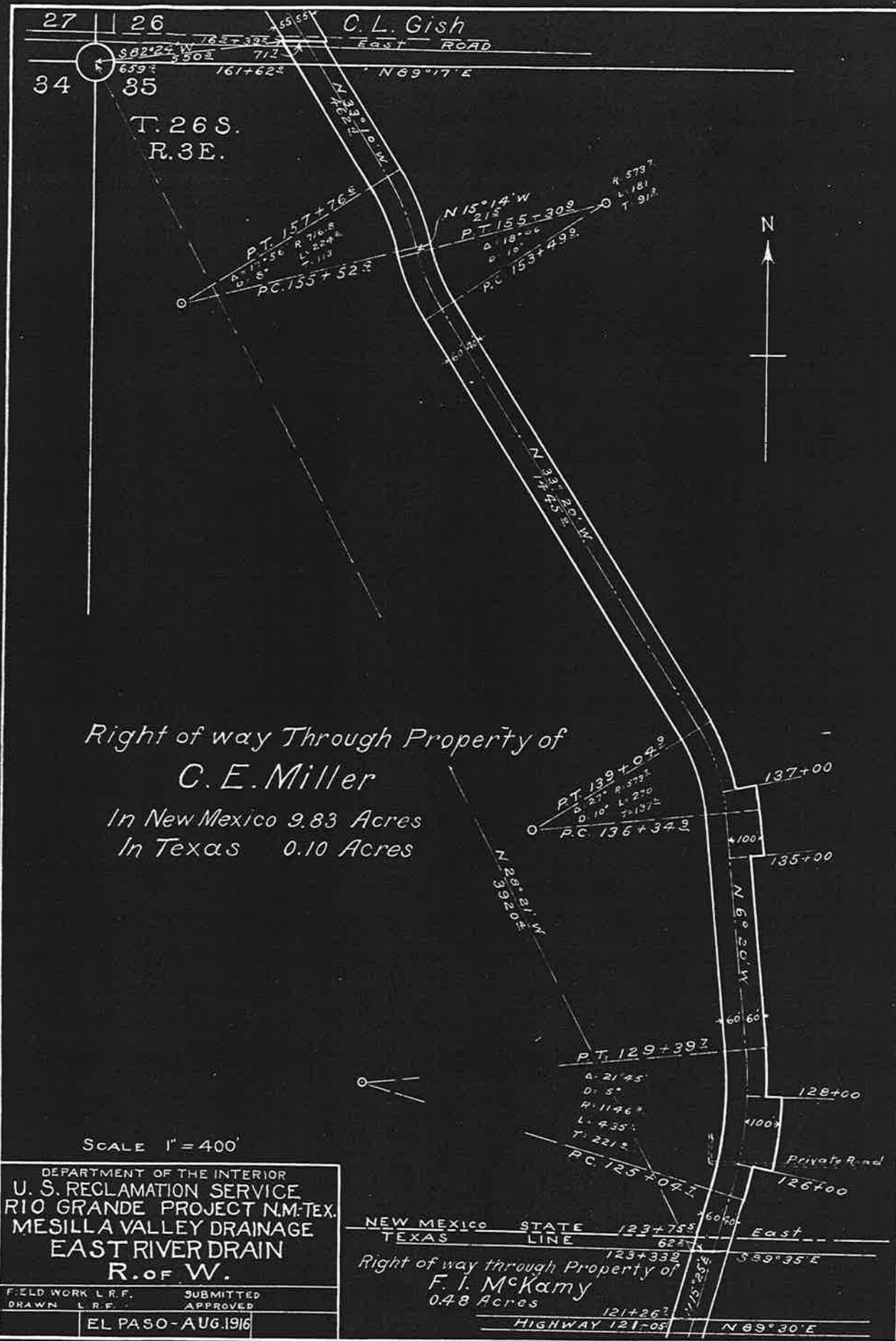
DEPARTMENT OF THE INTERIOR
U. S. RECLAMATION SERVICE
RIO GRANDE PROJECT N.M. TEX.
MESILLA VALLEY DRAINAGE
EAST RIVER DRAIN
R.O.F. W.

FIELD WORK L.R.F. SUBMITTED
DRAWN L.R.F. APPROVED
EL PASO - AUG. 1916

NEW MEXICO STATE LINE 123+755
TEXAS LINE 602'
Right of way through Property of
F. I. McKamy
0.48 Acres
121+262'
HIGHWAY 121-05
N 69° 30' E







DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, March 4, 1918 191

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

Subject: Forwarding ~~contract~~ deed for acceptance and
filing.

~~Agreement dated~~ Quitclaim deed dated Jan. 11, 1918. Rio Grande Project.

Executed by Fred I. McKamy and Alma E. McKamy,

~~With~~ To United States.

Estimated amount involved, \$ 0 (See Gen'l Order No. 124)

Purpose of agreement: Donation of right of way for canal purposes.
(See instructions on back, Pars. 4 and 5)

~~Original and one copy of bond herewith~~ (Strike out if no
bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project
Manager at El Paso, Texas,
and District Counsel at El Paso, Texas.
of the approval of the above.

I m lawson
(Signature.)

(The blanks below to be filled in the Washington Office.)

~~Approved by~~ Accepted by: John H. Brown, Acting Director

Date of ~~approval~~ acceptance: MAR 20 1918

Bond, if any, approved by same officer on same date.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, March 4, 1916 191

Project Manager to the Director and Chief Engineer (~~XXXXXXXXXXXX~~
~~of Construction~~)

Subject: Forwarding ~~XXXXXXXXXXXX~~ deed for acceptance and
filing.

~~XXXXXXXXXXXX~~ Quitclaim deed dated Jan. 11, 1916. Rio Grande Project.

Executed by Fred I. McKamy and Alma E. McKamy,

Wichita, Kansas.

Estimated amount involved, \$ 0 (See Gen'l Order No. 124)

Purpose of agreement: Donation of right of way for canal purposes.
(See instructions on back, Pars. 4 and 5)

~~Original and one copy of bond herewith~~ (Strike out if no
bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project
Manager at El Paso, Texas,

and District Counsel at El Paso, Texas,
of the approval of the above.

1 m lawson
(Signature.)

(The blanks below to be filled in the Washington Office.)

~~Approved by~~ Accepted by:

Date of ~~approval~~ acceptance:

Bond, if any, approved by same officer on same date.

CERTIFICATE.

I HEREBY CERTIFY As to the following described land:

A tract of land situated in NE $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 35, T 26 S, R 3 E, New Mexico principal meridian, El Paso County, Texas, more particularly bounded and described in quitclaim deed dated January 11, 1918, running from Fred I. McKamy and Alma E. McKamy to the United States of America:

That the tax records of said county indicate Fred I. McKamy and Alma E. McKamy, the reputed owners, to be the actual owners; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

C F HARVEY

Clerk.

El Paso, Texas,
March 4, 1918.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas, July 23, 1917.

Mr. Fred I. McKamy,
La Tuna, El Paso County,
Texas.

My dear Sir:

Referring to your agreement dated March 11, 1916, to convey to the United States a certain strip of land as right of way, East River Drain, and office letter of September 25, 1916, inclosing quit claim deed covering the land in question.

As it is the intention of this office to perfect title to all tracts covering right of way agreements, at an early date, it will be greatly appreciated if you will return the quit claim deed mentioned, signed by yourself and wife, as soon as you find it convenient to do so.

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

Very truly yours,

A. B. Orms
Asst. District Counsel.

Orms

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

THIS AGREEMENT, made this 11th day of March
(See Par. 1 of Instructions, page 4 of this blank.)
 nineteen hundred and sixteen between Fred I. McKamy
 and Alma E. McKamy, his wife, of Las Tuna,
 county of El Paso, State, of Texas
 and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and
 THE UNITED STATES OF AMERICA and its assigns, by R. F. Walter, Project Manager,
 of the United States Reclamation Service, thereunto duly authorized by the Secretary of the
 Interior, pursuant to the act of June 17, 1902 (32 Stat., 388), hereinafter styled the United States,
 WITNESSETH,

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

wit.

A tract of land 200.7 feet long, measured on the center line of the East River Drain, and 100 feet wide, being 60 feet in width to the West and 40 feet in width to the East of said center line, described as follows:

Beginning at the Northeast corner of said tract, from which point the quarter corner between Section 35, Township 26 South, Range 3 East, and Section 2, Township 27 South, Range 3 East, N. M. P. M., is 1803.1 feet south and 735.9 feet east, thence south $8^{\circ} 13'$ west 88.3 feet, thence to the left on a curve of 2824.9 feet radius 113.3 feet, measured on 100 foot chords, thence south $89^{\circ} 00'$ west 100.1 feet, thence to the right on a curve whose tangent at this point bears north $5^{\circ} 46'$ east, and whose radius is 2924.9 feet, 125.9 feet, measured on 100 foot chords, thence north $8^{\circ} 13'$ east 43.5 feet, thence north $89^{\circ} 49'$ east 101.5 feet to the point of beginning, containing 0.46 acre more or less.

Fred I. McKamy

Alma E. McKamy

R. F. Walter

Checked as to Engineering Data, W.F.P.

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 a fence at its expense on each side of the right of way herein described 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, *and construct a flume.*

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

Witnesses

R. F. M.
A. E. M. K.
A. E. M. K.
John T. Guck
of *El Paso, Tex.*
W. Kiegers
of *Berino, N.M.*

Fred S. McKamy
Alma E. McKamy
Vendor.

Lary S. McCrelland
of *El Paso, Texas*
J. M. Loney
of *El Paso, Texas*

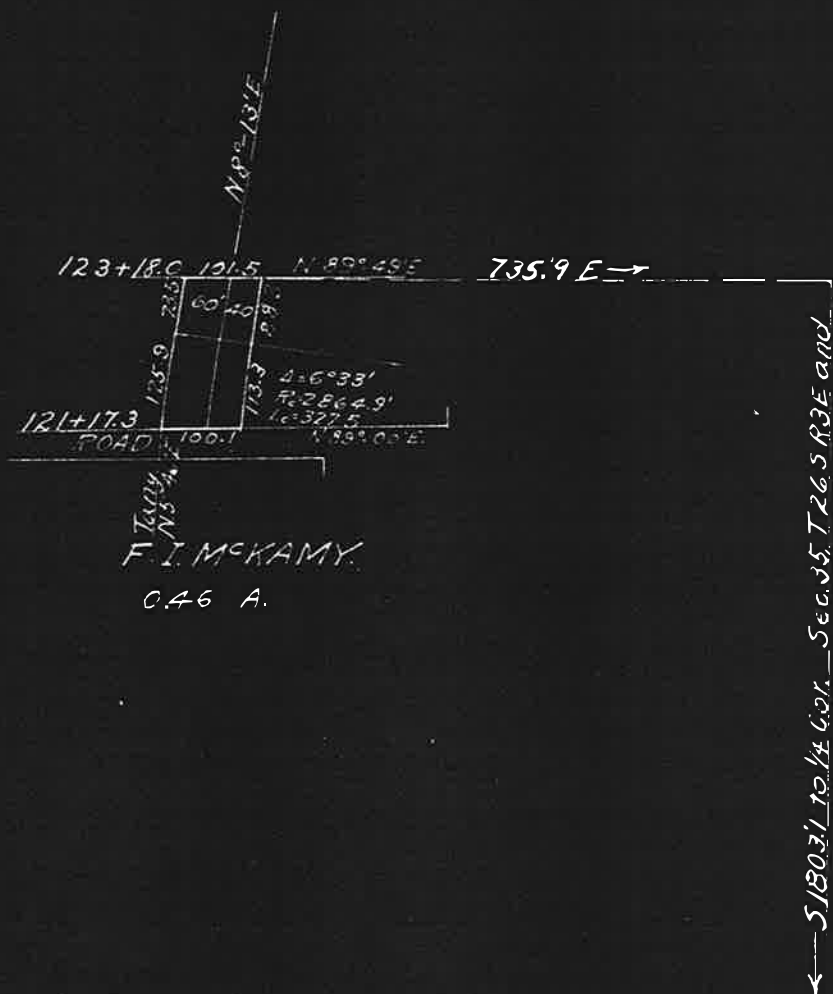
THE UNITED STATES OF AMERICA.

By *R. F. Walter*
Project Manager.
(Official title.)

Approved this 10th day of July, 1914

W. A. Ryan
Controller, Bureau of Reclamation

12007 100 1400



1"=250'

DEPARTMENT OF THE INTERIOR
U.S. RECLAMATION SERVICE

RIOGRANDE PROJECT, N.M.-TEX.
MESILLA VALLEY DRAINAGE
E. RIVER DRAIN, RIGHT OF WAY
SEC. 35, T. 26 S. R. 3 E. N.M.P.M.

SURVEYED J.M.H. DRAWN G.S.	CHECKED W.A.F. APPROVED S.D.W.
892416	LAS CRUCES NM 2/14/16

STATE OF New Mexico }
 COUNTY OF Dona Ana } ss:

I, St. Kilgore, a Notary Public
 in and for said county, in the State aforesaid, do hereby certify that Fred. J. McKamy
and Alma E. McKamy

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 Alma E. McKamy
 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 11 day of March, 1916

[SEAL.] My Commission Expires January 28th, 1917

St. Kilgore.

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 _____

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 as to form
John Duck
 District Counsel.

Date APR 25 1916

[OFFICIAL SEAL.]

COMPARED

INDEXED

7-277

ml

FOR CANAL LINE, ETC.

AGREEMENT TO CONVEY

UNITED STATES

COUNTY OF
FILED FOR RECORD

I hereby certify that this instrument was

filed for record in my office at

at 11:15 o'clock

and is the property of

E. B. McCLINTOCK

By *E. B. McClintock* Deputy Clerk

By

Rees

3/11/16 292 601

INSTRUCTIONS.

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

CERTIFICATE OF RECORD.

THE STATE OF TEXAS,
COUNTY OF EL PASO,

I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for Record in my office, on the 15 day of July A. D., 1916 at 11:15 o'clock P. M., and duly recorded the 22 day of July A. D., 1916 at 9:00 o'clock A. M., in the Deed, _____

Records of said County, in Volume 292 on page 601
Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

E. B. McCLINTOCK,

Clerk of the County Court, El Paso County Texas

By *L. W. Amador* Deputy.

F. I. McKarny - in El Paso County, Texas.

A tract of land ^{100 ft wide} situated in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, T. 26 S., R. 3 E. N.M.P.M. and lying 60 ft. on the west side and 40 ft. on the east side of the center line of the Mesilla Valley East Rio Grande described as follows. Beginning at station 123+33.9 of said center line on the property line between vendor and C. E. Miller which bears $58^{\circ}35'E$ from which point the northwest corner of the tract to be conveyed bears $N 89^{\circ}35' W$ 62.2 ft. and from said northwest corner the northwest corner of said Section 35 bears $N 28^{\circ}21' W$ 3920.4 ft. running thence $S 15^{\circ}25' W$ 207.2 ft. to station 121+26.3 of said center line on the north line of the highway between the properties of vendor and H. M. Andreas. which bears $N 89^{\circ}30' E$, said tract containing 0.48 Acres more or less.

THIS AGREEMENT, made this 11th day of March,
(See Par. 1 of Instructions, page 4 of this blank.)
nineteen hundred and sixteen, between Fred I. McKamy
and Alma E. Mc Kamy, his wife, of LaTuna,
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 H. 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
wit: (For description of land see sheet attached)

~~and may take and use for such purposes a strip of said land XXXXXXXXXXXXXXX wide on~~
~~each side of the center line of said ditch or canal for the location, now surveyed and marked~~
~~out, or as may hereafter be surveyed and staked out, and for the most practical use of 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. J. G.
J. D. McKamy
A. E. McKamy*
5. The United States agrees to build a fence at its expense on each side of the right of way herein described 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, and construct a flume.

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

Witnesses:

John J. Buck,

(Signed) Fred I. McKamy,

of El Paso, Tex.

S. G. Kilgore,

(Signed) Alma E. McKamy,

Vendor.

of Berino, N. M.

Ivy S. McClelland,

THE UNITED STATES OF AMERICA.

of El Paso, Texas.

By

J. M. Loney,

Project Manager .

(Official title.)

of El Paso, Texas

Approved this 10th day of

191 6

H. A. Ryan
Comptroller

Director U. S. Reclamation Service

J. E. Ginner

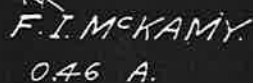
A tract of land 200.7 feet long, measured on the center line of the East River Drain, and 100 feet wide, being 60 feet in width to the West and 40 feet in width to the East of said center line, described as follows:

Beginning at the Northeast corner of said tract, from which point the quarter corner between Section 35, Township 26 South, Range 3 East, and Section 2, Township 27 South, Range 3 East, N. M. P. M., is 1803.1 feet south and 735.9 feet east, thence south $8^{\circ} 13'$ west 68.3 feet, thence to the left on a curve of 2824.9 feet radius 113.3 feet, measured on 100 foot chords, thence south $89^{\circ} 00'$ west 100.1 feet, thence to the right on a curve whose tangent at this point bears north $5^{\circ} 46'$ east, and whose radius is 2924.9 feet, 125.9 feet, measured on 100 foot chords, thence north $8^{\circ} 13'$ east 73.5 feet, thence north $89^{\circ} 49'$ east 101.5 feet to the point of beginning, containing 0.46 acre more or less.

(Signed) Fred I. McKamy,

" Alma E. McKamy,

R. F. WALTER



Sheet 9 of

STATE OF New MexicoCOUNTY OF Dona Ana

} ss:

I, S. G. Kilgore, a Notary public

in and for said county, in the State aforesaid, do hereby certify that Fred I. McKamy
and Alma E. McKamy

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 Alma E. McKamy
 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 11th day of March, 191 6.

[SEAL.]

(Signed) S. G. KilgoreMy commission expires January 28, 1917.

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 Leban } ss:
Edna
Edna

I hereby certify that this instrument was
 filed for record in my office at 4:15
 o'clock P. M., July 13, 1916
 and is duly recorded in Book 292
 Page No. 621

By

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.

F. S. Mc Kamy

checked
Rec'd 3/2/16
G.C.

A tract of land 200.7 feet long,
measured on center line of said East
River Drain and 100.0 feet wide, being
60 feet ~~wide~~ ^{in width} to the West and 40 feet in
width to the East of said center line,
described as follows:-

Beginning at the north east corner
of said tract, from which point the
1/4 corner between sections 35, T. 26 S. R.
3 E and section 2, T. 27 S. R. 3 E is 1803.7
feet south and 735.9 feet East; Thence
S. 8°-13' W. 88.3 feet; thence to the left on
a curve of 2824.9 feet radius 113.3 feet, measured
on 100 foot chords; Thence S. 89°-00' W. 100.1 feet;
Thence to the right on a curve whose tangent at this
point bears N. 5°-46' E, and whose radius
is 2924.9 feet, 125.9 feet; ~~thence N. 8°~~ measured
on 100 foot chords; Thence N. 8°-13' E. 73.5 feet; Thence
N. 89°-49' E. 101.5 feet to point of beginning, containing
0.46 acres, more or less.

3/3/16

Mc Kamy,

U. S. will agree to provide a fence on each side of the right of way, to make such provisions as are necessary so that the present system of irrigation of vendor can be continued, and to build suitable inlet or inlets into the canal to take care of surface drainage water.

El Paso, Texas, July 23, 1917.

Mr. Fred I. McKamy,

La Tuna, El Paso County,
Texas.

My dear Sir:

Referring to your agreement dated March 11, 1916, to convey to the United States a certain strip of land as right of way, East River Drain, and office letter of September 25, 1916, inclosing quit claim deed covering the land in question.

As it is the intention of this office to perfect title to all tracts covering right of way agreements, at an early date, it will be greatly appreciated if you will return the quit claim deed mentioned, signed by yourself and wife, as soon as you find it convenient to do so.

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

Very truly yours,

Asst. District Counsel.

El Paso, Texas, September 25, 1916.

Mr. Fred I. McKamy,

La Tuna,

El Paso County, Texas.

Dear Sir:

In connection with the conveyance to the United States of certain land for right of way for the East River Drain in accordance with agreement entered into with you under date of March 11, 1916, there is transmitted herewith for execution before a notary public by yourself and Mrs. McKamy a quit claim deed covering the land included within this right of way.

Any expense incurred by you for notary's fees when executing this deed will, of course, be paid by the United States. After executing this deed will you kindly return it to this office for which purpose an addressed envelope is enclosed.

Appreciating your courtesy and cooperation in connection with this matter, I am,

Very truly yours,

P. W. Dent H

District Counsel

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