

MILLER, CHARLES E. et. ux. Jeannette Adams

QUITCLAIM DEED

EAST DRAIN NO. 10B

27-(10) & 29-(19)

THE STATE OF NEW MEXICO

COUNTY OF Dona Ana

THIS INDENTURE, made the Fifth day of October in the year of our Lord, one thousand nine hundred and sixteen between Charles E. Miller and Jeannette Adams Miller, his wife, of Anthony, New Mexico, part 1st of the first part and the United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388) part 2 of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One and no/100 (\$1.00) -- Dollars, lawful money of the United States of America, to them in hand paid by the said part 2 of the second part, the receipt whereof is hereby acknowledged, do by these premises demise, release and forever quitclaim unto the said part 2 of the second part, and to its successors heirs and assigns all the certain lot, piece or parcel of land situated in the County of Dona Ana and State of New Mexico, and bounded and particularly described as follows, to-wit:

A tract of land situated in the Southwest quarter of the Southwest quarter (SW¹/₄SW¹/₄) of Section twenty-six (26) and the West half (W¹/₂) of Section thirty-five (35), Township twenty-six (26) South, Range three (3) East, N.M.P.M., being a strip of land lying sixty (60.0) feet on the West side and varying in width on the East side of the center line of the Mesilla Valley East River Drain as follows: From the Southerly boundary line to Station 126 it is forty (40.0) feet, from Station 126 to Station 128 it is one hundred (100.0) feet, from Station 128 to Station 135 it is sixty (60.0) feet, from Station 135 to Station 137 it is one hundred (100.0) feet and from Station 137 to the Northerly boundary line it is forty (40.0) feet; said center line being described as follows: Beginning at Station 162 plus 39.0, a point in the center of the highway between land of the grantors herein and land of C. L. Gish and J. W. Everts; said highway having a bearing of East and West, from which point the Northwest corner of the tract of land herein described bears West seventy-one and seven-tenths (71.7) feet, and from said Northwest corner the Northwest corner of said Section thirty-five (35) bears South 82° 24' West five hundred fifty and three-tenths (550.3) feet; running thence South 33° 10' East a distance of four hundred sixty-two and four-tenths (462.4) feet; thence on a curve of seven hundred sixteen and eight-tenths (716.8) feet radius to the right a distance of two hundred twenty-four and two-tenths (224.2) feet; thence South 15° 14' East a distance of twenty-one and five-tenths (21.5) feet; thence on a curve of five hundred seventy-three and seven-tenths (573.7) feet radius to the left a distance of one hundred eighty-one (181.0) feet; thence South 33° 20' East a distance of one thousand four hundred forty-five (1445.0) feet; thence on a curve of five hundred seventy-three and seven-tenths (573.7) feet radius to the right a distance of two hundred seventy (270.0) feet; thence South 6° 20' East a distance of six hundred ninety-five and two-tenths (695.2); thence on a curve of one thousand one hundred forty-six and three-tenths (1146.3) feet radius to the right a distance of four hundred thirty-five (435.0) feet; thence South 15° 25' West a distance of one hundred twenty-nine and two-tenths (129.2) feet to Station 123 plus 75.5 of the aforementioned center line of the Mesilla Valley East River Drain at its intersection with the state line between the States of Texas and New Mexico; said state line having a bearing of East and West. All distances on curves in connection with the above description being measured on 100-foot chords; the above described tract of land containing nine and eighty-three hundredths (9.83) acres, more or less,

In Witness Whereof, the said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Charles E. Miller (L. S.)Jeannette Adams Miller (L. S.)

(L. S.)

TEXAS
STATE OF NEW MEXICO, }
County of El Paso } ss.

On this Fifth day of October 1916, before me personally appeared Charles E. Miller and Jeannette Adams Miller

to me known to be the person^s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

P. W. Still, Notary Public in and
for El Paso Co., Texas

My commission expires June 1, 1917.

STATE OF NEW MEXICO, }
County of } ss.

On this day of 191, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Quit Claim Deed

16898

Concluded

TO

STATE OF NEW MEXICO, }
County of Dona Ana } ss.

I hereby certify that this instrument was
filed for record on the 14 day
of 1916 A. D. 1916
at 3:00 o'clock P. M., and duly recorded in
Book 54 Page 227 of the Records
of Deeds and Mortgages of said County.

County Clerk and Ex-Officio Recorder.

Deputy.

Fees \$

THE STATE OF TEXAS, }
County of El Paso.

KNOW ALL MEN BY THESE PRESENTS: THAT

We, Charles E. Miller and Jeannette Adams Miller, his wife,

of the County of Dona Ana, State of New Mexico, 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 Act of Congress of June 17, 1902 (32 Stat., 388)

~~XXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~, 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 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 Fred I. McKamy; said boundary line having a bearing of South 89° 35' East, and from which point the Southwest corner of the tract herein described bears North 89° 35' West sixty-two and two-tenths (62.2) feet, and from said Southwest 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 North 15° 25' East a distance of forty-one and six-tenths (41.6) feet to Station 123 plus 75.5 of said center line, being a point on the state line between the States of New Mexico and Texas; said state line having a bearing of East and West; the above described tract of land containing ten-hundredths (0.10) 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 5th day of October, A. D. 1916

Witnesses at Request of Grantor:

Charles E. Miller

Jeannette Adams Miller

84962

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

6th

day of

Oct

1916, at 12

o'clock and 15 minutes P.M.

J. B. McClintock

Clerk.

By

C. Amador

Deputy.

El Paso

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

Before me, P. W. Still, a Notary Public in and for
El Paso County, Texas, on this day personally appeared

Charles E. Miller

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 5th day of October, A. D. 1916

(SEAL)

P. W. Still

Notary Public

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

Before me, P. W. Still, a Notary Public in and for
El Paso County, Texas on this day personally appeared Jeannette Adams Miller wife of

Charles E. Miller

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 Jeannette Adams Miller 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 5th day of October, A. D. 1916

(SEAL)

P. W. Still

Notary Public

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

E. B. McClintock Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 5th day of October, A. D. 1916 with its certificate of authentication, was filed for record in my office this 6th day of October, A. D. 1916, at 12:15 o'clock P.M. and duly recorded the 13th day of October, A. D. 1916, at 8:08 o'clock A.M. in the records of said County, in Volume 295 on Pages 339

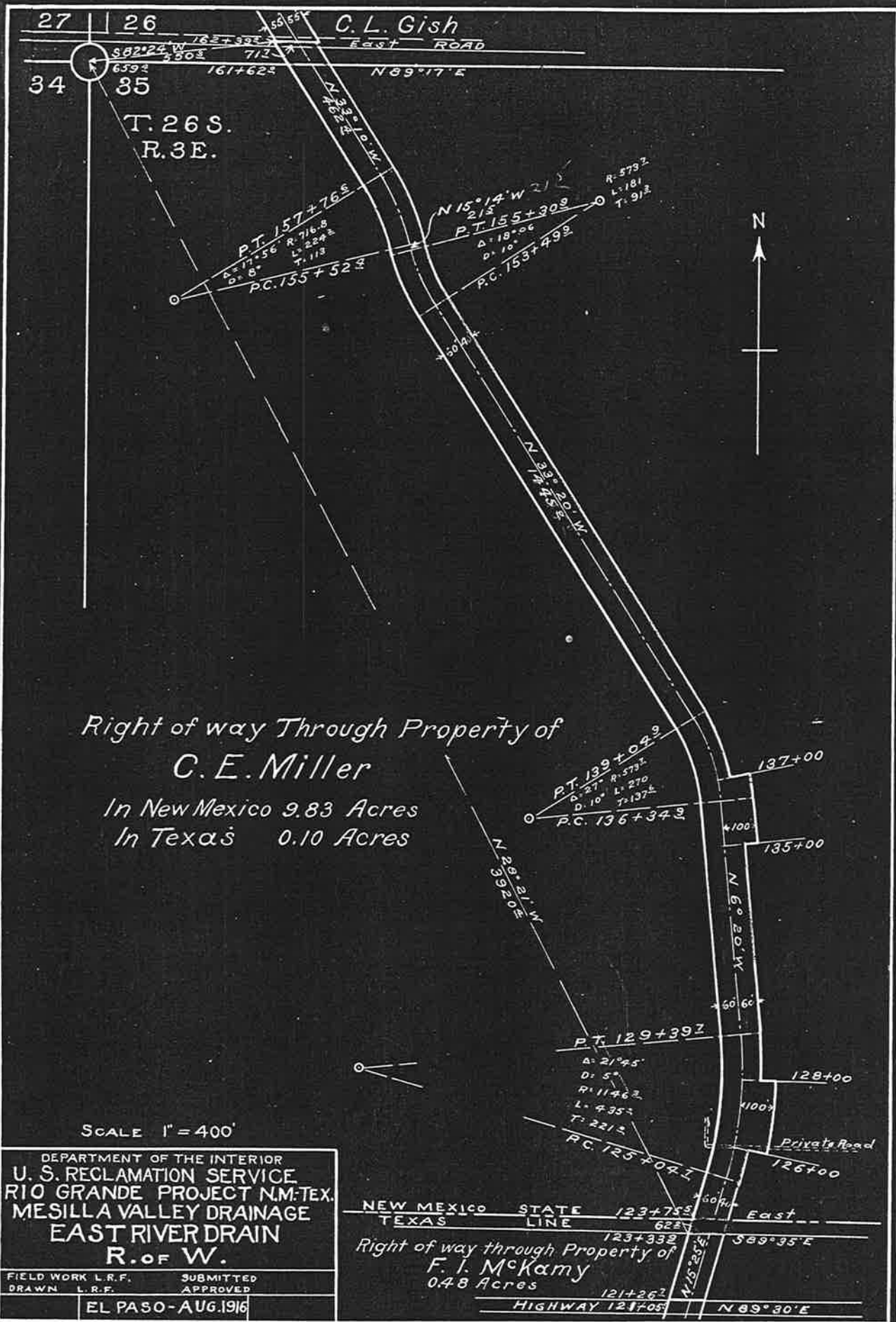
Witness my hand and the seal of the County Court of said County, at office El Paso Texas, the day and year last above written.

E. B. McClintock

Clerk County Court, El Paso County, Texas.

By L. W. Amador, Deputy.

(SEAL)



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 25, 1916, 191

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

2 Quit Claim Deeds
Subject: Forwarding ~~contract~~ for acceptance and filing.
2 quit claim deeds **are**
The ~~contract~~ described below ~~is~~ forwarded herewith.

Date **October 5, 1916** **Rio Grande** Project.

Executed by **Charles E. Miller and wife to United States of**
America

~~With~~
~~copy~~

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

~~Accompanied by bond and one copy~~ (Strike out if no bond transmitted)

Purpose:
(See instructions on back at Par. 4)

East River

Donation of right of way for the ~~Mesa~~ Drain

Advise Chief of Construction, Denver, Colorado, and

Project Manager at El Paso, Texas
(Post office and State)

and _____

using extra copy or copies hereof.

Incls. **Recorded agreement to convey**

Q.C. Deed (Texas) in duplicate
" " (New Mexico) in duplicate)

E. H. Baldwin
Project Manager

2 certificates of District Counsel

2 plats

(Signature)

Approved _____, by _____ Chief of Construction.

Washington, D. C., _____, 191

The above-described contract with bond, if any (see above),
has been accepted and filed.

El Paso, Texas, October 5, 1916.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for recording and return to this office quit claim deed dated October 5, 1916, executed by Charles E. Miller and wife in connection with right of way for the East River Drain.

Very truly yours,

P. W. Dent

District Counsel

enc

CERTIFICATE

I HEREBY CERTIFY that an examination has been made of the tax records of Dona Ana County, New Mexico, and such records indicate that Charles E. Miller and Jeannette Adams Miller, his wife, are the apparent and reputed owners of the 9.83 acres of land described in attached quit claim deed.

I further certify that said Charles E. Miller and Jeannette Adams Miller are in sole and exclusive possession of the property described in the aforementioned deed, claiming to be the owners and no person claiming a right in such property adverse to the grantors is in possession of any part of it.

P. W. Dent

District Counsel

El Paso, Texas, October 5, 1916.

El Paso, Texas, October 5, 1916.

The County Clerk,

Las Cruces, New Mexico.

Dear Sir:

There is transmitted herewith for recording and return to this office quit claim deed dated October 5, 1916, executed by Charles F. Miller and wife in connection with right of way for the East River Train.

Very truly yours,

E. E. Tent

District Counsel

enc

El Paso, Texas, September 26, 1916.

Mr. Charles E. Miller,

Anthony, New Mexico.

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 are transmitted herewith for execution before a notary public by yourself and Mrs. Miller two quit claim deeds covering the land included within this right of way; one of the deeds being for the land located in New Mexico and the other deed covering the land located in Texas.

Any expense incurred by you for notary's fees in connection with the execution of these deeds will, of course, be paid by the United States. After the enclosed deeds have been executed will you kindly return them to this office for which purpose an addressed envelope is enclosed which requires no postage.

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

Very truly yours,

E. F. Dent R

District Counsel

encls 2

El Paso, Texas, July 27, 1916.

Memo. for Mr. Perkins.

Subject: Right of way for the East River Drain, extending
from C. E. Miller's place 4 miles north.

1. Report has been received from Mr. Kilgore stating that he has seen Albert Goodloe, Duncan Campbell, and Chas H. Cottingham and that they have signified a willingness to execute contracts.

2. Will you therefore kindly let me have descriptions of land and a blue print of the property map for these four miles in order that the matter may be taken up with the above parties and contracts secured.

John J. Buck.

El Paso, Texas, July 6, 1916.

County Recorder, Dona Ana County,

Las Cruces, New Mexico.

Dear Sir:

There is enclosed herewith contract dated March 11, 1916, providing for the donation of 9.78 acres of land by Charles E. Miller and wife to the United States as right of way for the East River Drain, which please record and return with your bill, and oblige,

Very truly yours,

John J. Buck,

Asst. District Counsel.

Enc.

El Paso, Texas, June 12, 1916.

Mr. Charles E. Miller,
Anthony, New Mexico.

Dear Sir:

You are informed that the contract dated March 11, 1916, between yourself and wife, and the United States, providing for the donation of 9.78 acres of land as right of way for the East River Drain, in consideration of the construction by the United States of certain structures, was approved by the Comptroller on June 3, 1916.

In compliance with your verbal request of Mr. Buck, a copy of the contract is enclosed herewith.

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

Very truly yours,

P. W. Dent,

District Counsel.

Enc.



GBM-SBH

Chief of Construction,

Director & Chief Engineer, Washington.

Contract dated March 11, 1916, with Charles E. Miller and wife for right of way for East River Drain-Rio Grande Project.

1. The above described contract is herewith transmitted for approval. Letter from Project Manager, dated May 20, 1916, re same is also enclosed.

5 Encls.

CC-P.M., El Paso, Tex. ✓

J. E. Raymond

El Paso, Texas, May 20, 1916.

Project Manager

Chief of Construction, Denver, Colo.

Contract dated March 11, 1916, with Charles E. Miller and wife for right of way for East River Drain, Rio Grande project.

1. Referring to your letter of May 13.
2. There is enclosed herewith report of appraisal board signed in behalf of the Reclamation Service, and also by a member of the Elephant Butte Water Users' Association, which member conducted negotiations and made the agreement with Miller.

3. Copy of this report is also enclosed for your files; and the enclosures transmitted with your letter of ^{May} March 13 are herewith returned.

R. F. Walter.

~~Enc.~~ Encl.

We, the members of appraisal board appointed respectively by the Elephant Butte Water Users' Association, and the Project Manager of the Rio Grande project, do hereby certify and approve the consideration named in contract of March 11, 1916, with Charles E. Miller and wife, namely, the construction of fence, inlets, bridges, etc., by the United States to cost about \$870.00, in view of the donation of 9.78 acres of land by Miller and wife to the United States as right of way for the East River Drain, and the destroying of the improvements by the United States which are now upon said right of way.

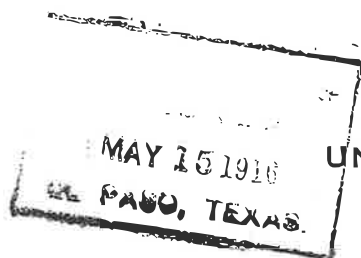
S. G. Kilgore

For and in behalf of the Elephant
Butte Water Users' Association.

John J. Buck.

For and in behalf of the Reclamation
Service.

El Paso, Texas, May 17, 1916.



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

AO

May 13, 1916

From Acting Chief of Construction,
To Project Manager, El Paso, Texas,
Subject: Contract dated March 11, 1916, with Charles E. Miller and wife for right of way for East River Drain-Rio Grande Project.

1. You are advised that in cases similar to the one here referred to the Washington Office has recently construed Manual amendment for page 224.7, dated June 3, 1914, to apply, and has required a report of board of appraisal due to the actual expenditures under the agreement being in excess of \$500.00, notwithstanding the nominal consideration expressed in the agreement.

2. There is some question here whether this requirement is not a too strict construction of the Manual amendment, and it is also possible that your certificate of May 9, 1916, referred to in the form letter may be considered a sufficient compliance with the requirement of the amendment, but it nevertheless appears desirable that your comments be obtained previous to transmitting this agreement to Washington.

3. All papers are herewith returned.

Encs.

- - -
E. A. Moutz
Alp

JJB

El Paso, Texas, May 17, 1916.

Mr. S. G. Kilgore,

Berino, N. M.

Dear Sir:

As the cost of the fence, bridges, etc., proposed to be built for Charles E. Miller under contract of March 11, 1916, will exceed \$500.00, to wit, about \$870.00, the Denver office has called for a report thereon by an appraisal board.

Mr. Buck has signed such a report in behalf of the Reclamation Service, and as you represented the Water Users' Association in securing right of way for the East River Drain, I am enclosing the report herewith for your signature and return.

Very truly yours,

R. F. Walter,

Project Manager.

Enc.

El Paso, Texas, May 20, 1916.

Project Manager

Chief of Construction, Denver, Colo.

Contract dated March 11, 1916, with Charles E. Miller and wife for right of way for East River Drain, Rio Grande project.

1. Referring to your letter of May 13.
2. There is enclosed herewith report of appraisal board signed in behalf of the Reclamation Service, and also by a member of the Elephant Butte Water Users' Association, which member conducted negotiations and made the agreement with Miller.
3. Copy of this report is also enclosed for your files, and the enclosures transmitted with your letter of ~~March~~ ^{May} 13 are herewith returned.

R. F. Walter.

~~4~~ Encls.

We, the members of appraisal board appointed respectively by the Elephant Butte Water Users' Association, and the Project Manager of the Rio Grande project, do hereby certify and approve the consideration named in contract of March 11, 1916, with Charles E. Miller and wife, namely, the construction of fence, inlets, bridges, etc., by the United States to cost about \$870.00, in view of the donation of 9.78 acres of land by Miller and wife to the United States as right of way for the East River Drain, and the destroying of the improvements by the United States which are now upon said right of way.

S. G. Kilgore

For and in behalf of the Elephant
Butte Water Users' Association.

John J. Buck.

For and in behalf of the Reclamation
Service.

El Paso, Texas, May 17, 1916.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, May 4, 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 Charles F. Miller 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 pro.

For statement re maintenance of structures see certificate of P. M. dated May 9, 1916, which is also applicable to this contract.

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 Bureau office with affi. of Dir.,
" " Ch. of Constr. with copy of rept.
on land agr't and copy of project manager's
certificate.

Orig. est. of cost of structures to Dir., with F. Walter.
copy to Ch. of Constr. Washington, D. C. May 12, 1916

Approved by W. L. Ryan, Controller

Date of approval May 11, 1916

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

✓

I hereby certify that the land described in attached agreement dated March 11, 1916, with Charles E. Miller 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.

A tract of land 3,941.7 feet long measured on the center line of the East River Drain, and of varying width, described as follows:
 Beginning at the southeast 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 1,803.1 feet south and 735.9 feet east; thence south $89^{\circ} 49'$ west 101.5 feet; thence north $8^{\circ} 13'$ east 514.8 feet; thence to the left on a curve of 895.4 feet radius 326.3 feet measured on 100 foot chords; thence north $12^{\circ} 40'$ west 56.8 feet; thence to the right on a curve of 1015.4 feet radius 342.2 feet measured on 100 foot chords; thence north $6^{\circ} 40'$ east 1.1 feet; thence to the left on a curve of 299.3 feet radius 207.8 feet measured on 100 foot chords; thence north $33^{\circ} 20'$ west 1,509.9 feet; thence to the right on a curve of 1,015.4 feet radius 336.3 feet measured on 100 foot chords; thence north $14^{\circ} 20'$ west 49.1 feet; thence to the left on a curve of 513.7 feet radius 238.1 feet, measured on 100 foot chords; thence north $40^{\circ} 55' 40''$ west 368.6 feet; thence south $89^{\circ} 40' 30''$ east 133.5 feet; thence south $40^{\circ} 55' 40''$ east 280.9 feet; thence to the right on a curve of 513.7 feet radius 284.4 feet measured on 100 foot chords; thence south $14^{\circ} 20'$ east 49.1 feet; thence to the left on a curve of 915.4 feet radius 303.3 feet, measured on 100 foot chords; thence south $33^{\circ} 20'$ east 1,509.9 feet; thence to the right on a curve of 399.3 feet radius 138.9 feet; thence north $76^{\circ} 40'$ east 40.0 feet; thence to the right on a curve whose tangent at this point bears south $13^{\circ} 20'$ east and whose radius is 439.3 feet, 153.1 feet measured on 100 foot chords; thence south $6^{\circ} 40'$ west 1.1 feet; thence to the left on a curve of 875.4 feet radius 295.2 feet, measured on 100 foot chords; thence south $12^{\circ} 40'$ east 56.8 feet; thence north $77^{\circ} 20'$ east 20.0 feet; thence to the right on a curve whose tangent at this point bears south $12^{\circ} 40'$ east and whose radius is 1,055.4 feet, 192.2 feet, measured on 100 foot chords; thence south $87^{\circ} 46' 30''$ west 60.0 feet; thence to the right on a curve whose tangent at this point bears south $2^{\circ} 13' 30''$ east and whose radius is 995.4 feet, 181.4 feet measured on 100 foot chords; thence south $8^{\circ} 13'$ west 500.0 feet to the point of beginning, containing 9.78 acres, more or less.

(signed) Charles E. Miller,

" Jeannette Adams Miller,

R. E. WALTER

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 Charles E. Miller
 and Jeannette Adams Miller, his wife, of Anthony,
 county of Dona Ana, State of New Mexico
 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 agrees to build a fence at its expense on each side of the right of way herein described, as well as suitable inlet or inlets into the drainage canal to take care of surface drain so water, and will 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 two bridges on vendor's premises at points to be designated by vendor, and a suitable inlet, crossing or other structure to take care of water coming down arroyo on vendor's land, as well as give the vendor a license to use any road built by the United States along the drainage canal.*

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) Charles E. Miller,
of El Paso, Tex.

Geo. Schobinger, " Jeannette Adams Miller,
of Las Cruces, N. M. Vendor.

Ivy S. McClelland, THE UNITED STATES OF AMERICA.
of El Paso, Texas. By _____
J. M. Lunay, Project Manager.
of El Paso, Texas. (Official title.)

Approved this 2d day of June, 1916

Sig. H. A. Ryan
Director, U. S. Reclamation Service.

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

I, S. G. Kilgore, a Notary Public
in and for said county, in the State aforesaid, do hereby certify that Charles E. Miller
and Jeannette Adams Miller

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 Jeannette Adams Miller
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. Kilgore.

My 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

State of Idaho }
COUNTY OF Boise } ss:

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 794

Page No. 184

Fees, \$

Sealed & Delivered by
By Wm. D. Christensen
Deputy

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.

Note:- Distance = 1509.9 Not to Scale.

From this, the point of beginning, the $\frac{1}{4}$ Cor.
between Sec. 35, T.26 S. R.3E. & Sec. 2,
T.27 S. R.3E. Lies 1803' S. and 735'9 E.

DEPARTMENT OF THE INTERIOR
U.S. RECLAMATION SERVICE
RIOGRANDE PROJECT, N.M. TEX.
MESILLA VALLEY DRAINAGE
E. RIVER DRAIN, RIGHT OF WAY
SEC. 35 T26S. R3E. N.M.P.M.

SURVEYED JWR	CHECKED WAP
DRAWN G.S.	APPROVED S.B.W.
892 L16	LASCARUS NM. 2/19/16

Sheet 10 of

Project 281.
REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made March 11th, 1916, with
Charles E. Miller and wife
for the purchase of land required for East River Drain
purposes, Rio Grande Project, Dona Ana
County, New Mexico

1. State description and approximate area of land to be conveyed:
9.78 acres. 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:
.158 of an acre is in Texas, the balance is in New Mexico. As to
1.58 in Texas, this was not public land of U. S. portion in New Mexico
was entered on Jan. 27, 1883. H. E. 359, and was patented July 28, 1891.
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.
Charles E. Miller, Anthony, Dona Ana County, N. M.
Jeanette Adams Miller, (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.
Charles E. Miller 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 rights of way by virtue of con
tract with Water Users' Assoc. 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.

None is under cultivation, and none capable of being cultivated. Gen'l character of land, swampy. Bridges and a portion of corral also short pc of irrig ditch comprise improvements, all in fair condition

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 land is irrigated but has a water right in Three Saints Community Ditch. None capable of irrigation

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

of little 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.

Bridges and other improvements now on land will be destroyed but Miller's adjoining land will be drained and benefited

The above is a correct statement of the information procured.

Dated. March 11, 1916

Approved:

R. F. TAYLOR

Engineer.

John D. Duck
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..

to tract and map. to Perkins with
request that he give me desc. of
lands in Texas + desc. of land in
Mexico so that 2 deeds may
be prepared

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

Fence.....\$200.00

Two inlets for surface water..... 70.00

Two bridges..... 600.00

Total...\$870.00

(sd) R.F. Walter
Project Manager.

El Paso, Texas,
April 25, 1916.

C. E. Miller in Dona Ana County. 9/19/04.

A tract of land situated in the west half of Section 35, T.26 S.,
R. 3 E., N.M.P.M. and lying 60 feet on the west side and varying
in width ~~as hereafter stated~~ on the east side of the center
line of the Mesilla Valley East River Drain, as follows ^(Insert from other side of sheet 100)
^{said center line is described} as follows beginning at Station 162+39.9 of said center
line in the center of the highway between the properties of ~~and~~
and C. G. Dick and J. W. Everts which bears east and west,
from which point the northwest corner of the tract to be conveyed
bears west 71.1 ft. and from said ^{corner} northwest the northwest corner of said
Section 35 bears $S 82^{\circ} 24' W$ 550.3 ft. running thence $S 33^{\circ} 10' E$
462.4 ft. thence around a curve of 716.8 ft radius to the right
224.2 ft, (all distances on curves being measured on 100 ft. chords,
thence $S 15^{\circ} 14' E$ 21.5 ft. thence around a curve of 573.7 ft.
radius to the left. 141 ft. thence $S 33^{\circ} 20' E$ 1445.0 ft.
thence around a curve of 573.7 ft radius to the right.
270 ft. thence $S 6^{\circ} 20' E$ 695.2 ft., thence around a
curve of 1146.3 ft radius to the right 435.0 ft. thence
 $S 15^{\circ} 25' W$ 129.2 ft. to station 123+75.5 of said center
line of drain at its intersection with the state line between
the State of New Mexico and the State of Texas. said line bearing
east and west,

C. E. Miller in El Paso County, Texas.

A tract of land situated in the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 35, T. 26 S.; R. 3 E., N.M.P.M. being 60 ft. on the west side and 40 ft. on the east side of the center line of the Mesilla Valley East River Drain described as follows. Beginning at station 123+33.9 of said center line on the property line between vendor and F.I. McRamy which bears S $89^{\circ} 35' E$, from which point the south west corner of the tract to be conveyed bears N $89^{\circ} 35' W$ 62 $\frac{1}{2}$ ft. and from said south west corner the northwest corner of Section 35, T. 26 S., R. 3 E. bears N $28^{\circ} 21' W$ 3920 $\frac{1}{4}$ ft. running thence N $15^{\circ} 25' E$ 41 $\frac{1}{2}$ ft. to Station 123+75.5 of said center line on the state line between the State of New Mexico and the State of Texas which bears east and west, said tract containing 0.10 acre more or less.

> 138 acre in Texas.
Bal. of the 9.78 acres
in N. Mex.

Have to have
1 deed under Texas
law + one deed
under N. Mex law.

Get desc. of land
in Tex. + desc. of
land in N. Mex.