

MITCHELL, ANNIE E.

Purchase of improvements - Consideration - Construction
of bridge, irrigation structures, and drain inlets

East Drain

0045-0069-0004

780.

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

KNOW ALL MEN BY THESE PRESENTS: THAT We, Annie E. Mitchell,
individually and as independent executrix of the Estate of H. L.
Mitchell, Deceased, of the City of Houston, County of Harris, State
of Texas, and Francis Nicholson of the County of Dona Ana, State of
New Mexico, for and in consideration of the sum of One Dollar (\$1.00)
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 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 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 one thousand eight hundred fifty-four and nine-
tenths (1854.9) feet in length, measured on the center line of the
Mesilla Valley East River Drain, and one hundred (100.0) feet in
width, lying forty (40.0) feet on the East side and sixty (60.0) feet
on the West side of said center line; said tract of land being more
particularly described as follows: Beginning at the Southeast corner
of the tract of land herein described, from which point the quarter
corner between Sections two (2) and eleven (11), Township twenty-seven
(27) South, Range three (3) East, N.M.P.M., as projected by surveys
of the United States Reclamation Service, bears South one thousand
five hundred sixty-two and two-tenths (1562.2) feet and East nine
hundred fifty-five and eight-tenths (955.8) feet; running thence
North 89° 53' West a distance of one hundred three and three-tenths
(103.3) feet; thence North 14° 35' West a distance of one thousand
six hundred forty-three and five-tenths (1643.5) feet; thence to the
right on a curve of six hundred thirty-three and seven-tenths (633.7)
feet radius a distance of two hundred ten and eight-tenths (210.8)
feet; thence South 89° 57' East a distance of one hundred and seven-
tenths (100.7) feet; thence to the left on a curve the tangent to
which at this point bears South 5° 21' West and the radius of which
is five hundred thirty-three and seven-tenths (533.7) feet, a distance
of one hundred eighty-five and five-tenths (185.5) feet; thence South
14° 35' East a distance of one thousand six hundred sixty-nine and
eight-tenths (1669.8) feet to the point of beginning, containing
four and twenty-six hundredths (4.26) acres, more or less;

Also a tract of land nine hundred forty-five and four-tenths
(945.4) feet in length, measured on the center line of the Mesilla
Valley East River Drain, and one hundred (100.0) feet in width, lying
forty (40.0) feet on the East side and sixty (60.0) feet on the West
side of said center line; said tract of land being more particularly

Correct as to Engineering Data
J.M.A.
111

described as follows: Beginning at the Northeast corner of the tract of land herein described from which point the quarter corner between Sections two (2) and eleven (11), Township twenty-seven (27) South, Range three (3) East, N.M.P.M., as projected by surveys of the United States Reclamation Service, bears North thirty-seven and eight-tenths (37.8) feet and East five hundred thirty-nine and five-tenths (539.5) feet; running thence South $14^{\circ} 35'$ East a distance of nine hundred forty-four and seven-tenths (944.7) feet; thence South $89^{\circ} 25'$ West one hundred three and three-tenths (103.3) feet; thence North $14^{\circ} 35'$ West nine hundred forty-five and eight-tenths (945.8) feet; thence South $89^{\circ} 57'$ East one hundred three and three-tenths (103.3) feet to the point of beginning, containing two and seventeen-hundredths (2.17) acres, 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 assigns forever.

WITNESS our hands this the 27th day of Dec, A.D. 1916

Witnesses at Request of Grantor:

(*for*) Annie E. Mitchell
Annie E. Mitchell
 Independent Executrix of the
 Estate of H. L. Mitchell,
 Deceased.

THE STATE OF TEXAS,)
 County of Harris.)

Before me, S B Clark in and for
 Harris County, Texas, on this day personally appeared Annie E. Mitchell,
 individually and as Independent Execurtix of the Estate of H. L.
 Mitchell, Deceased, known to me to be the person whose name is sub-
 scribed to the foregoing instrument, and acknowledged to me that she
 executed the same for the purposes and consideration therein expressed
 and in the capacities therein set forth.

Given under my hand and seal of office, this 27th day of
Dec, A. D. 1916

S B Clark
 Notary Public in and
 for Harris Co. Tex

My commission expires June 1, 1917

(Seal)

THE STATE OF NEW MEXICO,)
 County of Dona Ana.) SS.

On this _____ day of _____, 191____ before
 me personally appeared Francis Nicholson to me known to be the person
 described in and who executed the foregoing instrument, and acknow-
 ledged that he executed the same as his 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.

My commission expires _____

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

I, W. D. Greet Clerk of the County Court of said County,
 do hereby certify that the above instrument of writing, dated on the
27th day of December, A. D. 1916 with its certificate of
 authentication, was filed for record in my office this 11th day of
January, A. D. 1917, at 11:50 o'clock a M. and duly recorded
 the 23 day of January, A. D. 1917, at 2:15 o'clock p M.
 in the records of said County, in Volume 806 on Pages 23

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.

W D Greet
 Clerk County Court, El Paso County, Texas.

By R. C. Bowles, Deputy.

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

THIS AGREEMENT, made this 15th day of April
(See Par. 1 of Instructions, page 4 of this blank.)
 nineteen hundred and sixteen, between Annie E. Mitchell
 individually and as independent executrix of estate of H. L. Mitchell, dec'd
 and Francis Nicholson, his wife, of Nicholson
 county of Harris, State of Texas
 and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and
 THE UNITED STATES OF AMERICA and its assigns, by R. F. Walter, Project Manager,
 of the United States Reclamation Service, thereunto duly authorized by the Secretary of the
 Interior, pursuant to the act of June 17, 1902 (32 Stat., 388), hereinafter styled the United States,
 WITNESSETH,

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

wit:

Tract No. 1.

A tract of land 1,854.9 feet long, measured on the center line of the East River Drain, and 100 feet wide, being 40 feet in width to the east and 60 feet in width to the west of said center line, described as follows: Beginning at the southeast corner of said tract from which point the quarter corner between Sections 2 and 11, T. 27 S., R. 3 E., N. M. P. M., is 1562.2 feet south and 955.8 feet east, thence north 89° 53' west 103.3 feet, thence north 14° 35' west 1,643.5 feet, thence to the right on a curve of 633.7 feet radius 210.8 feet, thence south 89° 57' east 100.7 feet, thence to the left on a curve whose tangent at this point bears south 5° 21' west and whose radius is 533.7 feet, 185.5 feet, thence south 14° 35' east, 1,669.8 feet to the point of beginning, containing 4.26 acres more or less.

Tract No. 2.

A tract of land 945.4 feet long, measured on the center line of the East River Drain, and 100 feet wide, being 40 feet in width to the east, and 60 feet in width to the west of said center line, described as follows: Beginning at the northeast corner of said tract from which point the quarter corner between Sections 2 and 11, T. 27 S., R. 3 E., N. M. P. M., is 37.8 feet north and 539.5 feet east, thence south 14° 35' east, 944.7 feet, thence south 89° 25' west 103.3 feet, thence north 14° 35' west, 945.8 feet, thence south 89° 57' east 103.3 feet to the point of beginning, containing 2.17 acres more or less.

→ Annie E. Mitchell
Francis Nicholson.
R. F. Walter

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

[illegible][illegible]

~~XXXXXXXXXX~~

2. And the vendor further agrees that at any time during the continuance of this agreement, after it is determined that the strip of land above described will be needed for irrigation works to be constructed by the United States as aforesaid, he will, upon request of the United States, convey to it all his right, title, and interest in and to the same, and all right, title, interest, tenements, and hereditaments appurtenant thereto, or appertaining and belonging to and used therewith, for the uses and purposes aforesaid, by good and sufficient deed, releasing the United States from all claims for damages by reason of entry upon the land first above described, and by reason of the survey, construction, or operation of said works.

3. This agreement shall become effective to bind the United States only upon its approval by the ~~Comptroller or~~ Director of the Reclamation Service, whose approval or disapproval will be signified

MAY 15 '16 49335

within 12 months from the date hereof, and shall terminate by limitation at the expiration of 24 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.S.W.
5. The United States agrees to build at its expense a bridge across the ditch on each tract of land of vendor and to make such provisions as are necessary so that the present system of irrigation of vendor can be continued. In addition the United States will build suitable inlet or inlets into the drainage canal to take care of surface drainage water.

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

Witnesses:

X Austin E. Mitchell

Francis Nicholson

of Houston Tex

X Russell

X Annie E. Mitchell

of Houston Tex

Witnesses as Independent Vendors of land of R. S. Mitchell deed

Irving S. McCalland

THE UNITED STATES OF AMERICA.

of El Paso, Tex.

By

A. F. Walter

M. L. Loney

Project Manager
(Official title.)

of El Paso Texas

Approved this _____ day of JUN 3 - 1916, 191

W. A. Ryan
Director, U. S. Reclamation Service,
Comptroller, U. S. R. S.

J. M. M.

W. A. Ryan
Comptroller, U. S. R. S.
June 3, 1916

STATE OF PeruCOUNTY OF Harris } ss:I, R W Franklin, a notary public

in and for said county, in the State aforesaid, do hereby certify that Aunt E. Mitchell individually & independent
executrix of estate of Mr E. Mitchell deceased
 who is personally known to me to be the person whose name is subscribed to
 the foregoing instrument, appeared before me this day in person and acknowledged that she
 signed, sealed, and delivered said instrument of writing as her free and voluntary act,
 for the uses and purposes therein set forth.

I ~~further~~ certify that I did examine the said 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 15th day of April, 1916

[SEAL.]

R W Franklin
Notary Public Harris Co

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 _____

Appointed _____
 District Counsel.

Date 5/14 1916

83207

7-277 INDEXED

AGREEMENT TO CONVEY
FOR CANAL LINE, ETC.

Harvie E. Mitchell
Ind & as Execut
of L. Mitchell
Harvie E. Mitchell

UNITED STATES

FILED FOR RECORD
COUNTY OF *El Paso* SS: *1916*

I hereby certify that this instrument was
filed for record in my office at

E. B. McCLINTOCK
County Clerk
191
and is duly recorded in Book

Page No.

By *4/5/16*

293/188

INSTRUCTIONS.

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

CERTIFICATE OF RECORD.

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 *26* day of *July* A. D., 19*16*, at *3:00*
o'clock *P.* M., and duly recorded the *29* day of *July* A. D., 19*16*, at
11:52 o'clock *A.* M., in the Deed.
Records of said County, in Volume *293* on page *188*.
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. C. Bowles* Deputy.

Mrs. H.L. MITCHELL
TRACT No. 1, 4.26 A.

Mrs. H.L. MITCHELL
TRACT No. 2, 2.17 A.

1" = 250'

DEPARTMENT OF THE INTERIOR
U.S. RECLAMATION SERVICE
RIOGRANDE PROJECT, N.M. TEX.
MESILLA VALLEY DRAINAGE
E. RIVER DRAIN, RIGHT OF WAY
SECS 27th, T27S, R3E, N.M. P.M.
SURVEYED J.W.R. CHECKED W.A.P.
DRAWN G.S. APPROVED S.B.W.
892 L16 LAL GAUGES NM 2/19/16

Sheet 4460f

S-89°-57'E

210.8

83+15.1

55°22'W

185.5
Rc=573.7
Lc=333.5
81+19.5

1643.5

N.14°-35'W
1669.8

60'40"

N.89°-53'W
589°-57'E

1562.2 S & 955.8 E to 1/4 Cor.
Sec's 28th, T.27S, R.3E.

103.3
64+60.2

103.3
60'40"

37.8 N.8-53.9.5 E to 1/4 Cor.
Sec's 28th, T27S, R3E.

945.8

N.14°-35'W
944.7

S.89°-25'W
38+61.7

103.3

JAN 3 1918

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, January 10, 1918.

Project Manager to the Chief of Construction ~~XXXXXXXXXXXX~~ DIRECTOR.

Subject: Forwarding ~~contract~~ ^{quit-claim deed} for approval ~~XXXXXXXXXXXX~~ acceptance & filing.

~~Agreement~~ ^{Deed} dated December 26, 1916. Rio Grande Project.

Executed by Annie E. Mitchell, individually, & as indept. executrix of the Estate of H.L. Mitchell, Deed.

~~With~~

Estimated amount involved, \$ 0.00 (See Gen'l Order No. 124)

~~Accompanied by bond and two copies.~~ (Strike out if no bond transmitted)

Purpose: Acquisition R/W (by donation) East River Drain.

(See instructions on back at Pars. 4 and 5)

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

and District Counsel ☒ at El Paso, Texas.

using extra copy or copies hereof.

Incls.

Orig. executed deed.

Cert. of Asst. D.C.

Blue print.

L. M. LAWSON,
(Signature)

~~XXXXXXXXXXXX~~, 1918
~~XXXXXXXXXXXX~~ Washington, D. C. JAN 26 1918 8.

The above-described ~~contract with bond, if any (see above)~~ deed

has been ~~approved~~ accepted and filed.

Morris R. Bick

Director

~~XXXXXXXXXXXX~~ Chief of Construction.

JAN 17 1918 15798

~~CONFIDENTIAL - SECURITY INFORMATION~~

1. This form is devised to render unnecessary the writing in the Denver 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 Chief of Construction two copies of this form IN EXCESS of the number of offices which are to be advised by the Chief of Construction of approval of the contract.

3. The Chief of Construction will handle contracts transmitted with this form in accordance with Circular Letter 602 dated October 6, 1916.

4. The information requested in General Order 124⁵ of March 23, 1916, and Amendment 1 thereof dated August 11, 1916, should be transmitted with the contract, on this form if there is sufficient space. Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate accompanying the contract.

5. When reference is made to previous correspondence the DATES thereof should be given.

CERTIFICATE.

I, A. B. PREUSS, Asst. District Counsel, U. S. Reclamation Service, hereby certify that I have personally examined the official records in and for El Paso County, State of Texas, and that said records indicate that:

ANNIE E. MITCHELL is the apparent and reputed owner of the 6.43 acres of land in the Sections 2 and 11, Township 27 South, Range 3 East, N.M.P.M., conveyed to the United States by donation deed dated December 26, 1916; and that the said Annie E. Mitchell is in sole and exclusive possession of the property described in the aforesaid deed, claiming to be the owner and no person claiming a right in such property adverse to the grantor is in possession of any part of it:

And that there are no existing mortgages, liens or other incumbrances on the land above described.

I further certify that an examination has been made of a certified copy of will executed by H. L. Mitchell on December 11, 1913, filed March 29, 1916, and recorded in Book 145 at page 562, Deed Records of El Paso County, Texas; that under the terms of said will Annie E. Mitchell was appointed Executrix of the Estate of the said H. L. Mitchell, deceased, with full powers of conveyance; and that letters testamentary issued to the said Annie L. Mitchell under the aforesaid will as Executrix under date of March 10, 1916.

El Paso, Texas,
January 10, 1918.

El Paso, Texas, January 10, 1917.

The County Clerk,

El Paso, Texas.

Dear Sir;

There is transmitted herewith for recording and return to this office quit claim deed dated December 27, 1916, from Annie E. Mitchell to the United States in connection with land for right of way for the Mesilla Valley East River Drain.

Very truly yours,

P. W. Dent H

District Counsel

enc

R. W. FRANKLIN
ATTORNEY AT LAW
HOUSTON, TEXAS
SUITE 1119-20-21 UNION NATIONAL BANK BLDG.

December 27th, 1916

Mr. P. W. Dent,
District Counsel,
Dept. Interior - U. S. Reclamation Service,
El Paso, Texas.

Dear Sir:-

Your letter of December 16th. addressed to Mrs.
Annie E. Mitchell was turned over to me for attention.

In reply beg to advise that Mrs. Mitchell has executed
the deed enclosed, which I return you herewith, as well as the
copy of the contract executed by her. A certified copy of the
will of H. L. Mitchell, deceased, is recorded in the Deed Records
of El Paso County and a certified copy of it would cost six or
seven dollars and I did not think it necessary in the premises.

I enclose you herewith bill of the notary for \$1.00
for which you may have voucher issued.

Yours very truly,



C.
3 enclosures.

El Paso, Texas, December 16, 1916.

Mrs. Annie E. Mitchell,
1504 Lamar Avenue,
Houston, Texas.

Dear Madam:

In connection with the donation by you of a strip of land for right of way for the Mesilla Valley East River Drain there is transmitted herewith for execution by yourself a form of quit claim deed. May I request that you kindly sign at the two places indicated by a check in red and also acknowledge same before a ~~notary~~ public. For your information I am enclosing herewith a copy of the contract executed by you on April 15, 1916, with the United States for this right of way, attached to which is a blue print showing the strip of land in question.

When returning the executed deed will you kindly also forward a certified copy of your power to convey the land as Independent Executrix of the Estate of H. L. Mitchell, Deceased.

As this is a donation, any expense incurred by you for notary fees and for furnishing the certified copy of your authority to convey on the part of the Estate of H. L. Mitchell, Deceased, will be paid for by the United States, if you will have the notary public submit his bill

for fees in this connection.

Thanking you in advance for your courtesy in
this matter, I am,

Very truly yours,

P. W. Dent

District Counsel

ences 2

El Paso, Texas, July 26, 1916.

County Clerk, El Paso County,

El Paso, Texas.

Dear Sir:

There is enclosed herewith contract dated April 15, 1916, between Annie E. Mitchell and Francis Nicholson providing for the donation of 6.43 acres of land to the United States as right of way for the East River Drain.

Kindly record this instrument in the records of El Paso County and oblige,

Very truly yours,

John J. Buck,

Asst. District Counsel.

Enc.

AUL 26 1910

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE JEG
WASHINGTON, D. C.

July 23, 1910.

From Acting Director
To Project Manager, El Paso, Texas
Subject: Agreement with Annie E. Mitchell and Francis Nicholson
for right of way for drain, Rio Grande project.

1. Replying to your letter of the 13th instant.
2. Only two copies of the agreement were furnished in this instance, one for Washington Office, one for Returns Office. The Washington Office copy, or the original, which was approved and returned to you for recording contained the plat, none having been furnished for the Returns Office copy. Therefore, we cannot verify our remarks, regarding the description, contained in office letter of June 7th until we have a copy of the plat before us, but as your office can determine what is correct you will act accordingly and have deed show correct description.

W. A. Ryan
Copy to Chief of Construction.

Perkins said ok to record contract as it stood. No change in description of land.

July 13, 1916.

Acting Project Manager, El Paso, Texas.

Director and Chief Engineer, Washington, D.C.

Agreement with Annie E. Mitchell and Francis Nicholson
for right of way, Mesa Drain, Rio Grande project.

1. Referring to the Director's letter of June 7th and reply from this office of June 12th with reference to the above subject:
 2. Before going ahead with the preparation of the deed for this tract, the Assistant District Counsel wishes to know whether there is any further comment with reference to the bearing $S69^{\circ}25'W$ on the lower end of this tract, and whether he shall prepare his deed with the description as given.
-

U.S. Reclamation Service
RECEIVED
JUN 10 1916
JEG
U.S. RECLAMATION SERVICE
JUN 10 1916
JEG
WASHINGTON, D. C.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
WASHINGTON, D. C.

From Director and Chief Engineer June -7, 1916
To Project Manager, El Paso, Texas.
Subject: Agreement with Anna E. Mitchell and Francis Nicholson
for right of way for Mesa Drain - Rio Grande Project.

1. Replying to form letter of May 9th.
2. The agreement has been approved and the original copy is herewith returned, subject to the following corrections before recording:

Tract No. 2, the direction "South 89° 25' West" should read "North 89° 25' West". This error is also noted in the blue print.

Title on blue print should read: "Sections 2 and 11, etc" instead of Section 11 only.

3. It is noted that Anna E. Mitchell executed the agreement "individually and as independent executrix of the estate of H. L. Mitchell, deceased". With the deed to be subsequently executed, a showing should be made that the executrix had the power to convey the land under the will ^{by order} of court.

Copy to C. of C.

A. P. Davis

El Paso, Texas, June 12, 1916.

Acting Project Manager,

Director & Chief Engineer, Washington, D.C.

Agreement with Anna E. Mitchell and Francis Nicholson for
right of way for Mesa Drain - Rio Grande Project.

1. Replying to your letter of June 7th, on the above subject, will state that the title on the blue print will be made to read "Secs. 2 and 11" as noted.

2. With reference to the bearing of the course, "S. 89° 25' West" at the lower end of the plat, so far as our records show this is correct, and it is not clear how it is assumed by your office that there is an error in this course. It is probable that the person checking the agreement assumed that the two sides of the tract were parallel, but the plat does not show this to be the case.

3. The showing requested in paragraph 3, that the authority of Anna E. Mitchell to convey the land under the will or by order of the court will be made in the deed.

C.C. to Chief of Const.

(cc) W.A. Perkins

May 12, 1916

Acting Chief of Construction,

Director & Chief Engineer, Washington,

Contract dated April 15, 1916, with Annie E. Mitchell and Francis Nicholson for right of way for Mesa Drain-Rio Grande project.

1. The above described contract together with reported land agreement is herewith transmitted for your approval.

3 Encls.

cc-P.M. El Paso, Tex. ✓



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICEEl Paso, Texas, ~~May 15~~ 1916. -191

Ch. of Constr.

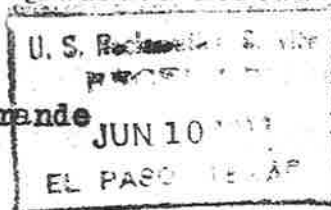
Project Manager to the Director (through ~~Superior Engineer~~)

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date April 15, 1916,

Rio Grande



project

Executed by R. F. Walter

With Annie E. Mitchell and Francis Nicholson

Accompanied by bond and one copy. *East River* Insert "Yes" or "No bond." No bondsPurpose: Right of way for ~~new~~ Drain

No public notice issued for Rio Grande project.

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
 Encls. Agr't and orig. Proj. Mgr'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 Proj. Mgr's certificate,
 Orig. Est. of cost of structures for Director with copy for Ch.
 of Constr.

Washington, D. C. June 3 - 1916 191

Approved by W. A. Ryan, Comptroller

Date of approval JUN 3 - 1916

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

✓ Original enclosed for record and return.

A. P. Davis,
Director & Chief Engineer.

Corrections to be made before recording - See in tract No. 2 the delineation "S. 89° 25' W" should read "N. 89° 25' W" also the title on blue print should read "Sec. 2 and 11 etc" instead of Sec. 11 only

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 Francis Nicholson who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of April 1916.

S. G. Kilgore,
~~Notary Public in and for Dona~~
Ana County, New Mexico.

(Seal)

My commission expires Jan. 28, 1917.

Berino, N M April 27th 1916

Mr Jno J Buck

El Paso, Texas

Dear Sir:

Herewith I return you the Mitchell-Nicholson agreement with Mr Nicholson,s acknowledgement as per your request
Sorry you could not get North to sign with his wife as he agreed to do but consider his signature immaterial as the land is Mrs North,s personal property with which he said he had nothing to do and whatever she and Mr Andreas did was OK
Glad matters have shaped themselves up so that the work could go ahead.

Yours truly

S. G. Kilgore,

A
Certificate of estimated cost of structures to be
built across drainage ditch through land of Anna E. Mitchell *et al*
in accordance with contract dated April 15, 1916.

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

(sd) R. F. Walter
Project Manager.

El Paso, Texas,
April 25, 1916.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made April 15th, 1916, with
Annie E. Mitchell ~~and Francis Nicholson~~
for the purchase of land required for right of way for East River Drain
purposes, Rio Grande Project, El Paso
County, Texas

1. State description and approximate area of land to be conveyed:
4.26 acres. For description see agreement to convey.
2. State nature, number, and date of entry by which it was acquired under public-land laws, also date of final certificate and patent if such have been issued:
.....
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.
Annie E. Mitchell, 1504 Lamar Avenue, Houston, Texas.
.....
4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.
F. G. Belk, Anthony, N. M., looking after place for Mrs. Mitchell.
Francis Nicholson has a 5-yr. lease on land and he has joined in
execution of contract because of this lease, at the request of owner.
5. Also state whether land is subject to right of way by virtue of contract with water users' association, or other agreement.
Land is subject to right of way by virtue of stock subscription
contract with water users' association.

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

.....Practically all this land is or has been in cultivation in.....
 .grain crops....No improvements except fencing....Land is alkaline.....

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

.....Water right in Three Saints Community Ditch.....

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

.....Might be appraised at \$50.00 per acre.....

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

.....Other portions of this tract will probably be benefited.....

The above is a correct statement of the information procured.

Dated...April 17....., 1916.

Approved:

R. F. WALTER

Engineer.

Geo. Schobinger.

Engineer in Charge.

INSTRUCTIONS.

The proper method of procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to lands withdrawn under the provisions of paragraph 2 of office circular No. 127, of October 28, 1905, where public lands are appropriated for irrigation purposes; in such cases the agreements for purchases of improvements may be entered into on Form 7-523.

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

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

(b) Affidavit of disinterestedness.

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

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Service Order No. 65).

2. When the agreement has been approved, the original will be returned to the engineer, who will immediately notify the vendor thereof and call upon him, pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, option, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States attorney for the district, after the engineer has received notice that instructions have been issued to the former by the Attorney General to examine and report on the subject of titles. These instructions will be requested by this office after the receipt of information from the engineer that the purchase of lands has become necessary.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the engineer, to be executed by the vendor after the title has been found acceptable. A quit-claim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The engineer in charge will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and upon the approval thereof by the Secretary of the Interior, all the papers will be returned to the engineer for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the option, abstract of title, deed, and copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

8. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it has been relinquished and cancelled on the records of the land office: This certificate should accompany the voucher of the special fiscal agent in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which cannot be described in the ordinary way (by quarters and halves), subdivisional surveys should be made and the land lotted (Service Order 84 and Circular August 9, 1909). Relinquishment should then be secured of the lot needed as above.

9. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

10. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the engineer in charge before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the engineer in charge of the particular project, to be forwarded to the chief engineer at Washington, D. C.

12. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under power in a will. A certified copy of the evidence of authority must accompany the papers.

13. The husband and wife must join in the agreement except where the local land laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, a widow or widower.

14. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

15. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

16. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

17. Special conditions and limitations may be added, when necessary, to the printed forms of contract in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C.

18. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281.

REPORT ON LAND AGREEMENT.

For purposes,
..... project.
Sec....., T....., R.....M.
Belonging to.....
.....
County of.....
State of.....
Submitted by.....
Date, 191..

I hereby certify that the land described in attached agree-
ment dated April 15, 1916, with Annie E. Mitchell ^{and Francis Nicholson} 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.

R. W. FRANKLIN
ATTORNEY AT LAW
HOUSTON, TEXAS

SUITE 1119-20-21 UNION NATIONAL BANK BLDG.

April 15th. 1916.

Mr. John J. Buck,
U. S. Reclamation Service,
El Paso, Texas.

Dear Sir:-

Enclosed please find deed from Mrs. Mitchell to ~~you~~ U. S.
covering her lands in El Paso County, which we trust you will find
in order.

Yours truly,

R. W. Franklin

C.

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 Francis Nicholson who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of April 1916.

S. G. Kilgore,
~~Notary Public in and for Dona~~
Ana County, New Mexico.

(Seal)

My commission expires Jan. 28, 1917.

Tract No. 1.

A tract of land 1,854.9 feet long, measured on the center line of the East River Drain, and 100 feet wide, being 40 feet in width to the east and 60 feet in width to the west of said center line, described as follows: Beginning at the southeast corner of said tract from which point the quarter corner between Sections 2 and 11, T. 27 S., R. 3 E., E. M. P. M., is 1562.2 feet south and 955.8 feet east, thence north $89^{\circ} 53'$ west 103.3 feet, thence north $14^{\circ} 35'$ west 1,643.6 feet, thence to the right on a curve of 633.7 feet radius 210.8 feet, thence south $89^{\circ} 57'$ east 100.7 feet, thence to the left on a curve whose tangent at this point bears south $5^{\circ} 21'$ west and whose radius is 533.7 feet, 185.5 feet, thence south $14^{\circ} 35'$ east 1,669.8 feet to the point of beginning, containing 4.26 acres more or less.

Tract No. 2.

A tract of land 945.4 feet long, measured on the center line of the East River Drain, and 100 feet wide, being 40 feet in width to the east, and 60 feet in width to the west of said center line, described as follows: Beginning at the northeast corner of said tract from which point the quarter corner between Sections 2 and 11, T. 27 S., R. 3 E., E. M. P. M., is 37.8 feet north and 539.5 feet east, thence south $14^{\circ} 35'$ east 944.7 feet, thence south $89^{\circ} 25'$ west 103.3 feet, thence north $14^{\circ} 35'$ west 945.8 feet, thence south $89^{\circ} 57'$ east 103.3 feet to the point of beginning, containing 2.17 acres more or less.

Annie E. Mitchell

Francis W. Nicholson

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

THIS AGREEMENT, made this 15th day of April

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

nineteen hundred and sixteen, between Annie E. Mitchell ~~and~~ individually
and as Francis Nicholson ~~of Estate of E. J. Mitchell, dec'd.~~
and ~~his wife~~ of Houston.

county of Harris State Texas, of Texas.

and her heirs, legal representatives, and assigns, hereinafter styled the vendor, and

THE UNITED STATES OF AMERICA and its assigns, by F. P. Veltor, 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 also use for such purposes a strip of said land XXXX XXXXX XXXXX 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~~ This agreement shall become effective to bind the United States only upon its approval
by the Director of the Reclamation Service, whose approval or disapproval will be signified

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

4. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

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

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

Witnesses:

Hester E. Mitchell,

Francis Nicholson

of Houston, Tex.

R. H. Franklin,

Annie E. Mitchell, Individually and
as Independent Executor of Estate of
H. L. Mitchell, Dec'd.

of Houston, Tex.

Ivy S. McClelland,

THE UNITED STATES OF AMERICA.

of El Paso, Texas.

By R. F. WALTER

J. M. Luney,

Project Manager.

of El Paso, Texas.

(Official title.)

Approved this _____ day of _____, 191

Director, U. S. Reclamation Service.

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of April, 1916.

R. M. Franklin, Notary Public
Harris Co., Texas.

STATE OF _____ }
COUNTY OF _____ } ss:

Engineer, U. S. R. S.

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

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

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

TO

UNITED STATES

COUNTY OF

SS:

I hereby certify that this instrument was

filed for record in my office at 3⁰⁰

o'clock P. M., July 26, 1916

and is duly recorded in Book 293

Page No. 188

By

jes, \$

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.

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 Francis Nicholson, who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of April 1916.

S. G. Kilgore

Notary Public in and for Dona Ana
County New Mexico

My commission expires Jan. 28, 1917.

S 84°-57'E

Mrs. H.L. MITCHELL
TRACT No. 1, 4.26 A.

Mrs. H.L. MITCHELL
TRACT No. 2, 2.17 A.

1" = 250'

DEPARTMENT OF THE INTERIOR
U.S. RECLAMATION SERVICE
R.O. GRANDE: PROJECT N.M.TEX.
MESILLA VALLEY DRAINAGE
E. RIVER DRAIN, RIGHT OF WAY
SEC. 11, T27S, R3E, N.M.P.M.
SURVEYED J.W.R. CHECKED W.A.P.
DRAWN G.S. APPROVED S.B.W.
892 L16 LAST MODIFIED 2/14/11

SHEET 4661

210.8
83+15.1
55+22.1
35.5
4-33°21'
Lc=573.7
Lc=333.5
81+19.5

1643.5
N 14°-35' W
1662.8

1389°-53' W
587°-57'E
60°40'
103.3
1562.2 S & 955.8 E to 1/4 Cor.
Sec's 2 & 11, T27S, R3E.
1647.60.2
42+07.1
37'8" N & 534.5 E to 1/4 Cor.
Sec's 2 & 11, T27S, R3E.
60°40'
945.8
N 14°-35' W
944.7

589°-25' W
367.61.7

103.3

El Paso, Texas, April 13, 1916.

Mrs. H. L. Mitchell,
1504 Lamar Avenue,
Houston, Texas.

Madam:

There is enclosed herewith contract providing for right of way for the East River Drain across your two tracts of land south of La Tuna, Texas, which is being sent to you at the request of Mr. Kilgore who has been securing this right of way for the Elephant Butte Water Users' Association. Mr. Kilgore states he has seen Mr. Belk who has stated to Mr. Kilgore that as you have two tracts of land the contract should provide that a bridge be built on each tract. As the two tracts are not adjoining it was intended to build a bridge on each tract under the terms of the original contract. However, to make this more specific and to remove any doubt there might be, the contract has been changed and now reads that a bridge will be built on each tract of land. I will say in this connection, however, that it will be the practice of the engineering department in building these bridges to place them where they can be used by yourself and the adjoining owner. This plan is more economical and we are anxious to follow it unless the property owner strongly objects. If you have objection to this arrangement please advise.

At any rate, we would thank you to not delay signing the contract which I wish you would do promptly in the presence of two wit-

nesses, having a notary take your acknowledgment, as practically all of the right of way necessary for the first 3 miles of this drain has now been secured and it is desired to begin construction of the drain as soon as possible. Therefore if you will give the matter prompt attention, returning the contract by early mail after it has been completed as above, it will be much appreciated.

Very truly yours,

John J. Buck,

Asst. District Counsel.

Enc.

El Paso, Texas, March 15, 1916.

Mr. F. G. Belk,
Anthony, N. M.

Dear Sir:

Mr. Walter has spoken to me regarding a talk had by him
or Mr. Perkins with you relative to the contract with Mrs. H. L.
Mitchell providing for right of way for the East River Drain across
her land.

I am enclosing herewith the contract and would thank you
if you would send it to her and ask her to sign it on the line al-
lotted for vendor's signature in the presence of two witnesses and
a notary. The two witnesses should sign the contract opposite Mrs.
Mitchell's signature, and the notary should fill in the space on
page 3 for the acknowledgment, affix his seal and give the date
of expiration of his commission.

If you will ask Mrs. Mitchell to sign the contract promptly
following carefully the above directions, and return it without de-
lay it will be much appreciated.

Very truly yours,

John J. Buck,

Asst. District Counsel.

CERTIFICATE

I, P. W. Dent, District Counsel of the United States Reclamation Service, hereby certify that an examination has been made of a certified copy of will executed by H. L. Mitchell on December 11, 1913, filed March 29, 1916, and recorded in Book 145 at page 562, Deed Records of El Paso County, Texas; that under the terms of said will Annie E. Mitchell was appointed Executrix of the Estate of the said H. L. Mitchell, deceased, with full powers of conveyance; that letters testamentary issued to the said Annie E. Mitchell under the aforesaid will as Executrix under date of March 10, 1916.

P. W. Dent
District Counsel

El Paso, Texas,

~~Perkins' claims Wash.~~
~~is not right re cor-~~
~~rection to N 89° 25'~~
~~It Not recorded yet.~~

~~See his of 6/12/16.~~
~~He is writing another~~
~~letter 7/13/16 to Wash.~~

When dees is ex-
pected have Mrs.
Mitchell furnish
authority to ex-
cite. See letter
of June 7, from
Wash in

F.G. Bell N^o 1. Checked 8:30 am.
Mitchell

A tract of land 1854.9 feet long, ^{2/28} 1

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

Beginning at the S. E. corner of said tract,
from which point the $\frac{1}{4}$ corner between sections
2 and 11 T. 27 S. R. 3 E. N. M. P. M. is 1562.2
feet south and 955.8 feet East; thence

N. $89^{\circ}53'$ W. 103.3 feet; thence N. $14^{\circ}35'$ W.

^{1.643.5}
~~3496.6~~ feet; thence to the right on a curve of

633.7 foot radius 210.8 feet; thence S. $89^{\circ}57'$ E

100.7 feet; thence to the left on a curve whose
tangent at this point bears $55^{\circ}21'$ W and whose

radius is 533.7 feet, 185.5 feet; thence S.
 $14^{\circ}35'$ E 1669.8 feet to point of beginning,
containing 4.26 Acres, more or less.

~~E.G. Beth~~. N^o 2.

Mrs. H. Y. Mitchell

checked
8:30 am 7/28

in Sec 2, T 27 S R. 3 E.

A tract of land, 945.4 feet long, measured on center line of said East River Drain, and 100 feet wide, being 40 feet in width to the East, and 60 feet in width to the West of said center line, described as follows:-

Beginning at the North East corner of said tract from which point the $\frac{1}{4}$ corner between sections 2 and 11, T. 27 S. R. 3 E, N. M. P. M. is 37.8 feet North and 539.5 feet East; thence S. $14^{\circ} 35'$ E 944.7 feet; thence S. $89^{\circ} 25'$ W 103.3 feet; thence N. $14^{\circ} 35'$ W 945.8 feet; thence S. $89^{\circ} 57'$ E 103.3 feet to point of beginning containing 2.17 acres more or less, also a tract of land (described on next sheet).

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Will 11/13

✓ 11/29/16

L 145 11/562'5"

1) 34

... Ann & 2

... 11/11 20. 47'

7. in ... 9' ~

... 11/11 20. 47'

... 11/11 20. 47'

...

~~Ann & 2 11/11~~

... 11/11 20. 47'

... 11/11 20. 47'