

0 CERVIN, JOHN et. ux. Harlett

QUITCLAIM DEED

131

MEGA DRAIN

0023-0083-0020-00

17-(20) PAGES

780

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

Know all Men by these Presents:

THAT JOHN CELUM and HARRIETT CELUM, his wife,

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

to them in hand paid by the UNITED STATES OF AMERICA, acting pursuant to the Act of Congress of June 17, 1902(32 Stat., 388)

~~of the County of~~ El Paso, ~~and~~ of ~~El Paso~~, 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

heirs and assigns all their 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:

Two tracts of land situated about one mile Southeast of Clint, Texas, in the Southwest quarter(SW $\frac{1}{4}$ ), Section 1, Township 33South, Range 7 East, U.S.R.S. Survey:

Tract No. 1, being more particularly described as follows: Beginning at the Southwest corner from which the Southwest corner of said Section 1 bears South 71°5'West 2217.2 feet running thence North 74°34'West 510.4 feet; thence North 38°4'West 201.8 feet; thence North 74°34'East 896.4 feet; thence South 77°14'West 254 feet to the point of beginning; said tract containing one and ninety-four hundredths(1.94)acres, more or less;

Tract No. 2, being more particularly described as follows: Beginning at the Northeast corner, a point on the property line between Vendor and Geo. Celum, from which the Northwest corner of said Section 1 bears North 8°32'West 3303.5 feet; running thence South 31°10'East 817.2 feet; thence to the left on a curve of 350.3 feet radius a distance of 267 feet measured on 100-foot chords; thence South 74°34'East 185.7 feet; thence South 51°52'West 149.2 feet along center of road between property of Vendor and G. H. Wheeler; thence North 74°34'West 97.1 feet; thence to the right on a curve of 470.3 feet radius, a distance of 357.5 feet measured on 100-foot chords; thence North 31°10'West along the East right of way line of road 866.4 feet; thence North 81°39'East along the property line between Vendor and Geo. Celum 130.1 feet to the point of beginning; said tract containing three and fifty-seven hundredths(3.57)acres, more or less.

TO HAVE AND TO HOLD all their 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

~~he~~ and assigns forever.

WITNESS their bands this the 26th day of January, A. D. 1918.

Witnesses at Request of Grantor

GEO. W. HOADLEY

ALICE R. HOADLEY

JOHN CELUM

HARRIETT CELUM

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE  
ACKNOWLEDGMENTS

to

Filed for record, this

day of 191, at

o'clock and minutes M.

Clerk.

By Deputy.

Ellis—El Paso

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

Before me, JESSIE E. M. HOWE, a Notary Public

*El Paso County, Texas, on this day personally appeared* GEO. W. HOADLEY, known to me to be *in and for*  
~~the person whose name is subscribed as a witness to the foregoing instru-~~  
~~ment of writing, and after being duly sworn by me stated on oath that he~~  
~~saw JOHN CELUM and HARIETT CELUM, his wife, the grantors who executed the~~  
~~foregoing instrument, subscribe the same, and that he had signed the same~~  
~~known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to~~  
~~as a witness at the request of the persons who executed the same.~~  
~~me that he executed the same for the purposes and consideration therein expressed.~~

Given under my hand and seal of office, this 28 day of January, A. D. 1918

Jessie E. M. Howe  
Notary Public in and for  
El Paso County, Texas.

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

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

\_\_\_\_\_, known to me to be the person whose name is subscribed  
to the foregoing instrument, and having been examined by me privily and apart from her husband, and having  
the same by me fully explained to her, she, the said \_\_\_\_\_ acknowledged such instru-  
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-  
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

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

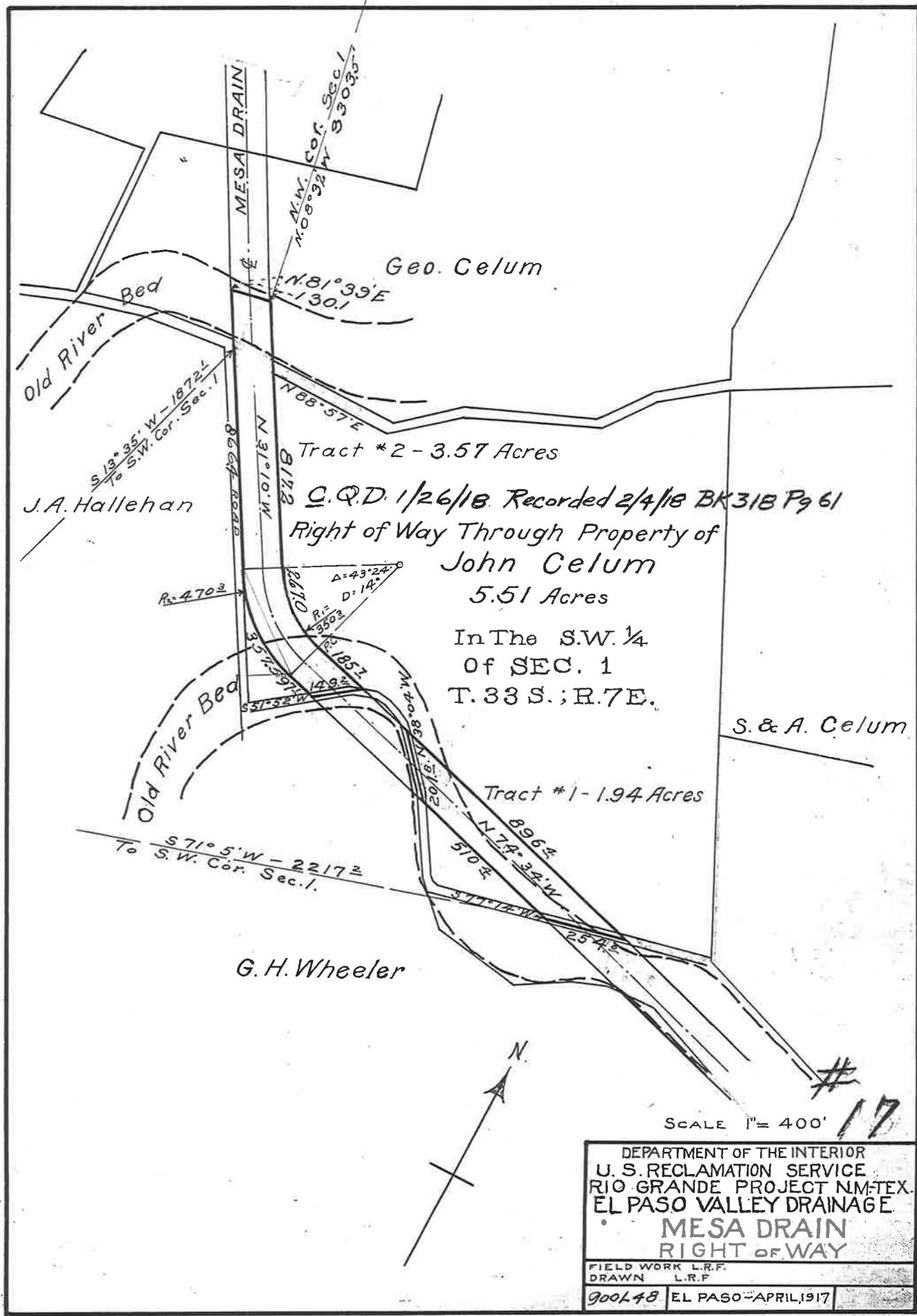
I, W. D. GREET Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 26th  
day of January, A. D. 1918 with its certificate of authentication, was filed for record in my  
office this 29th day of January, A. D. 1918, at 11:15 o'clock a. M.  
and duly recorded the 4th day of February, A. D. 1918, at 8:40 o'clock a. M.  
in the records of said County, in Volume 318 on Page 61.

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 I. M. WOODARD, Deputy.



Geo. Celum

Old River Bed

J.A. Hallehan

Tract \*2 - 3.57 Acres

C.Q.D. 1/26/18. Recorded 2/4/18 BK318 Pg 61

Right of Way Through Property of John Celum

5.51 Acres

In The S.W. 1/4  
of SEC. 1  
T.33 S.; R.7E.

S. & A. Celum

Old River Bed

Tract #1 - 1.94 Acres

G.H. Wheeler



SCALE 1" = 400'

# 17

DEPARTMENT OF THE INTERIOR	
U. S. RECLAMATION SERVICE	
RIO GRANDE PROJECT NM-TEX.	
EL PASO VALLEY DRAINAGE	
MESA DRAIN	
RIGHT OF WAY	
FIELD WORK	L.R.F.
DRAWN	L.R.F.
90048	EL PASO - APRIL, 1917

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, February 4, 1918.

Project Manager to the ~~Chief of Construction~~ Director.

Subject: Forwarding ~~contract~~ quit-claim deed for ~~approval~~ acceptance & filing.

Deed

~~Contract~~ dated January 26, 1918. Rio Grande Project.

Executed by JOHN CELUM & MARIETT CELUM, his wife,

~~For~~ To The United States of America.

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

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

Purpose: Donation R/W El Paso Valley Mesa Drain.

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

This deed supersedes a similar deed dated November 28, 1917, returned for certain corrections by Acting Director, Jan. 14, 1918. The second tract conveyed by this new deed contains .51 of an acre more than same tract described in former deed, the additional land being required on account of change in line of right of way.

Advise Project Manager at El Paso, Texas, and State

and District Counsel at El Paso, Texas,

using extra copy or copies hereof.

Incls.

Orig. Deed.

Blue Print.

L. M. LAWSON,

Cert. A.D.C. dated Dec. 22, 1917, &

(Signature)

filed with first deed is applicable to this deed & is hereby referred to.

Deed

The above-described ~~contract with bond is any (see above)~~

has been ~~approved~~ accepted & filed.

Morris Bien,  
Acting Director. ~~Chief of Construction~~

77630

February 19, 1918.

Acting Chief of Construction

Project Manager, El Paso, Texas.

Contract of December 21, 1917 with John Calum and wife for purchase of improvements on land donated by them for El Paso Valley, Mesa Drain - Rio Grande Project.

1. Reference is made to office letter of January 24, 1918 returning to you for correction in accordance with the letter of January 19, 1918 to this office from the Acting Director and Chief Counsel, the above mentioned contract.

2. Will you please advise regarding the status of the matter and when this office may expect the return for approval of said contract.

- - -  
R. F. WALTERS

CC - D.C., El Paso, Texas. ✓

CERTIFICATE.

I hereby certify that the rights and property described in the attached agreement dated February 27, 1918, with John Celum and Harriet Celum are required for purposes authorized by the Act of June 17, 1902 (32 Stat. L., 388), namely, as right of way for El Paso Valley Mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$357.00, is reasonable and just and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. LAWSON

Project Manager.

El Paso, Texas,

February 27, 1918.

CERTIFICATE AS TO LIENS.

I HEREBY CERTIFY That the paragraph regarding removal of liens has been omitted from the contract herewith dated February 27, 1918, with John Celum and Harriet Celum, for the reason that the alfalfa growing on the land described in said contract is but a small portion of the entire alfalfa stand belonging to Contractor, and it is believed that the remaining portion, separate and apart from the portion taken by right of way would be sufficient to satisfy any mortgage or other lien that might be on the entire field.

I further certify that the said John Celum and Harriet Celum are in sole and exclusive possession of the aforesaid stand of alfalfa, claiming to be the owners thereof and no person claiming a right in such property adverse to said Contractor, is in possession of any part of it.

A B PREUSS

---

Assistant District Counsel.

El Paso, Texas,

February 27, 1918.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

RECEIVED  
APR 13 1918  
EL PASO, TEXAS, FEBRUARY 28 1918

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

Subject: Forwarding contract for approval.

Agreement dated **February 27, 1918** **Rio Grande** Project.

Executed by **L. M. Lawson, Project Manager,**

With **John Celum and Harriet Celum.**

Estimated amount involved, \$ **357.00** (See Gen'l Order No. 124) **Authority 6.**

Purpose of agreement: **Purchase of improvements on right of way for El Paso Valley Mesa drain. (Improvements are on land covered by donation quitclaim deed referred to in the contract.)**  
(See instructions on back, Pars. 4 and 5)

See letter March 5, 1918, C.C. to P.M. El Paso, in ref. former contract with John Celum dated Dec. 21, 1917. (The inclosed is the new contract referred to in P.M. letter to C.C. of March 5, 1918.)

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

~~Advise Denver, Colorado, and Project~~

Manager at El Paso, Texas,

and District Counsel at El Paso, Texas.

of the approval of the above.

**incl. orig. & 3 copies contract,  
certificate of recommendation,  
possessory certificate  
2 blueprints.**

**L. M. LAWSON**

(Signature.)

*Handwritten initials: L.M.L. 7/27/18*

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

Approved by Morris Egan, Acting Director

**APR 9 - 1918**

Date of approval APR 9 - 1918

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

*Morris Egan, Acting Director*

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICERio Grande PROJECT New Mexico-TexasTHIS AGREEMENT, Made this 27th day of February----- nineteen hundred and eighteen -----, in pursuance of the act of June 17,  
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by-----L. E. LAWSON ----- Project Manager,  
United States Reclamation Service, thereunto duly authorized and subject to the approval of the  
proper supervisory officer, and JOHN OELUM and HARRIET OELUM, his wife, ----------  
hereinafter styled Contractor, their ----- heirs, executors, administrators, successors, and  
assigns,

WITNESSETH, The parties covenant and agree that:

~~ARTICLE I. The Contractor will~~~~WHEREAS,~~ Under date of January 26, 1916, a quit-claim deed was  
executed by JOHN OELUM and HARRIET OELUM, his wife, Contractor herein,  
releasing and quit-claiming to the United States of America, certain  
tracts of land numbered One(1) and Two(2), for right of way for El  
Paso Valley Mesa Drain, situated about one(1) mile Southeast of Clint,  
Texas, in the Southwest quarter(35) Section one(1), Township thirty-  
three(33) South, Range seven(7) East, U.S.L.S. Survey, tract No. 2, being  
more particularly described and bounded as follows: Beginning at  
the Northeast corner, a point on the property line between Vendor and  
Geo. Oelum, from which the Northwest corner of said Section one(1)  
bears North 8°52' West three thousand three hundred three and five-  
tenths(3303.5) feet; running thence South 51°10' East 517.2 feet; thence  
to the left on a curve of 550.3 feet radius a distance of 257 feet  
measured on 100-foot chords; thence South 74°34' East 105.7 feet;  
thence South 51°52' West 149.2 feet along center of road between  
property of Vendor and G. E. Wheeler; thence North 74°34' West 97.1  
feet; thence to the right on a curve of 470.3 feet radius, a distance  
of 257.5 feet measured on 100-foot chords; thence North 51°10' West  
along the East right of way line of road 556.4 feet; thence North  
51°59' East along the property line between Vendor and Geo. Oelum  
130.1 feet to the point of beginning; said tract containing three  
and fifty-seven hundredths(3.57) acres, more or less.

**WHEREAS, the United States is constructing said Mesa Drain in connection with the Rio Grande Project, and desires immediate possession of the above described tract of land for said right of way purposes; And**

**WHEREAS, Contractor is the owner of the alfalfa growing on said aforementioned tract of land;**

**NOW, THEREFORE, For and in consideration of the sum of THREE HUNDRED FIFTY-SEVEN(\$257.00) to the Contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the Contractor hereby waives and releases the United States from any and all claims of whatsoever nature by reason of the damage the Contractor has sustained or may hereafter sustain as a result of the operations of the Reclamation Service as aforesaid: And**

**IT IS FURTHER understood and agreed that the United States, its agents, officers and employees shall at all times have the right to go upon said above described land for the purpose of surveying, constructing, repairing, operating and maintaining said Mesa Drain, or any portion thereof, or any structures appurtenant thereto, and any damage to crops or other improvements thereon belonging to the Contractor that may result in consequence of such entry are hereby waived by the Contractor as hereinabove provided.**

ARTICLE 1. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.



El Paso, Texas, March 5, 1918.

From Project Manager

To Chief of Construction, Denver.

Subject: Contract of December 21, 1917, with John Celum and wife for purchase of improvements on land donated by them for El Paso Valley mesa drain - Rio Grande Project.

1. In answer to letter of February 19 from Acting Chief of Construction, you are advised that it has been necessary to change the description of the land finally found necessary to be taken. A second donation deed was secured and a contract is now being put through covering the improvements on land covered by the second deed. On this account the contract referred to above will not be forwarded.

Copy to District Counsel,  
El Paso.

March 5, 1918.

Chief of Construction

Project Manager, El Paso, Texas.

Contract of December 21, 1917 with John Celum and wife for purchase of improvements on land donated by them for El Paso Valley Mesa Drain - Rio Grande Project.

1. Reference is made to office letter to you dated January 24, 1918 enclosing duplicate letter of January 19 from the Acting Director and Chief Counsel to this office, and returning the contract described in the subject hereof for correction; and also to office letter of February 19, 1918 asking to be advised regarding the status of such contract and when this office might expect the return for approval of said instrument. Will you please expedite the correction of this contract, advising upon receipt of this letter the approximate date the corrected instrument will be returned to this office.

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

F. E. Weymouth.

CC to:  
P.M., El Paso  
D.C., El Paso.

Denver, Colorado

March 21, 1918.

Acting Chief of Construction

Director, Washington.

Contract of February 27, 1918 (previously dated Dec. 21, 1917) with John Celum and wife for purchase of improvements on land donated by them for El Paso Valley, Mesa drain - Rio Grande project.

1. Reference is made to the Acting Director and Chief Counsel's letter of January 19, 1918, to this office returning contract of December 21, 1917, with John Celum and wife in order that certain corrections might be made therein.

2. This contract was forwarded to the Project Manager at El Paso on January 24, 1918, in order that such corrections might be made, and has now been received from the Project Manager. It is noted that the same is dated February 27, 1918, instead of December 21, 1917, which was the date of the old contract.

3. This contract is transmitted for approval at Washington for the reason that the quitclaim deed referred to in the first Whereas clause is not under the regulations (paragraph 47, page 265 of Manual) forwarded through this office.

---  
R. F. WALTER

Enclosures:

- 1 orig. & 3 copies of form letter.
- Copy of letter dated March 5, 1918, from Chief of Construction to P.M., El Paso.
- 1 orig. & 2 copies of contract.
- 1 blue print.
- 1 orig. certificate as to liens.
- 1 orig. certificate of necessity.

March 29, 1918.

Acting Director

Chief of Construction, Denver, Colo.

Contract of February 27, 1918 (previously dated Dec. 21, 1917) with John Celum and wife for purchase of improvements on land donated by them for El Paso Valley, Mesa drain - Rio Grande project.

1. Receipt was acknowledged of the above mentioned contract and related papers transmitted with your letter of March 21, 1918.

2. The consideration agreed upon is the sum of \$306.00 covered by the former agreement of Dec. 21, 1917 has been increased to \$357.00 in the agreement of Feb. 27, 1918. Before we approve the latter agreement a statement is desired of the reason for increasing the consideration. The papers will be held awaiting your reply.

✓ Copy to P. M., El Paso, Tex.  
Copy to D. C., El Paso, Tex.

*Marion E. Brown*

El Paso, Texas, April 1, 1918.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Contract of February 27, 1918 (previously dated Dec. 21, 1917), with John Celum and wife for purchase of improvements on land donated by them for El Paso Valley mesa drain - Rio Grande project.

1. Receipt is acknowledged of letter of March 29 from the Acting Director.
2. The reason for the increase in the money consideration to be paid by the United States, which is the difference between \$306, the amount stated in the contract which was thrown out, and \$357, the amount stated in the present contract, or \$51, is that the contract now awaiting approval involves 0.51 acre of land more than the former contract. The payment for improvements is based on \$100 an acre. The new taking for right of way was not only a change in line but a change that took 0.51 acre more.

(sgd.) J. W. Lawson

Thru office of Chief  
of Construction, Denver.

April 3, 1918.

Acting Chief of Construction,  
Project Manager, El Paso, Texas.

Contract of February 27, 1918 (previously dated  
December 21, 1917) with John Celum and wife, for  
purchase of improvements on land donated by them  
for El Paso Valley, Mesa Drain - Rio Grande Project.

1. Reference is made to the Acting Director's  
letter of March 29 to this office on above subject, copy  
to you and District Counsel, from Washington, requesting  
an explanation for the increase in ~~in~~ price from \$306.00,  
the consideration stipulated in the former contract of  
December 21, 1917, to \$357.00, the price to be paid the  
vendors under the corrected contract of February 27,  
1918.

2. Please forward to this office explanation in  
duplicate of the reason for this increase in price.

- - -

E. F. WALTER

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

*I wrote  
letter for  
P. M. signature  
Several days ago  
Honey*

El Paso, Texas, April 16, 1918.

From Project Manager

To Chief of Construction, Denver.

Subject: Contract of February 27, 1918 (previously dated Dec. 21, 1917), with John Celum and wife, for purchase of improvements on land donated by them for El Paso Valley, Mesa Drain - Rio Grande Project.

1. Receipt is acknowledged of letter of April 3 from the Acting Chief of Construction.

2. You are advised that under date of April 1, 1918, the following letter was sent through your office to the Director:

"Receipt is acknowledged of letter of March 29 from the Acting Director.

"The reason for the increase in the money consideration to be paid by the United States, which is the difference between \$306, the amount stated in the contract which was thrown out, and \$357, the amount stated in the present contract, or \$51, is that the contract now awaiting approval involves 0.51 acre of land more than the former contract. The payment for improvements is based on \$100 an acre. The new taking for right of way was not only a change in line but a change that took 0.51 acre more."

3. Approval of the contract dated February 27, 1918, has been received and the contract has been passed to the voucher clerk. It is not understood why your office is not in possession of copy of my letter of April 1.

L M LAWSON

April 19, 1918.

Chief of Construction.

Project Manager, El Paso, Texas.

Contract of February 27, 1918 (previously dated December 21, 1917) with John Celum and wife, for purchase of improvements on land donated by them for El Paso Valley, Mesa Drain - Rio Grande Project.

1. Reference is made to letter from this office to you dated April 3, calling attention to the Acting Director's letter of March 29 to this office, copy to you and District Counsel, from Washington, and requesting that explanation, in duplicate, for the increase in price from \$306.00, the consideration stipulated in the former contract of December 21, 1917, to \$357.00, the price to be paid the vendors under the contract of February 27, 1918, be transmitted to this office.

2. The records do not show that this information has been furnished and it will be appreciated if the matter is given early attention.

CC to DC, El Paso, Texas. ✓ F. E. Weymouth

Write on  
4/16 - letters  
probably crossed  
Do advised Clerk  
about

April 22, 1918.

Chief of Construction.

Director, Washington.

Contract of February 27, 1918, (previously dated Dec. 21, 1917), with John Celum and wife, for purchase of improvements on land donated by them for El Paso Valley, Mesa Drain - Rio Grande Project.

1. Reference is made to the Acting Director's letter of March 29 to this office on above subject, copy to the Project Manager and District Counsel, at El Paso, from Washington, requesting a statement of the reason for increasing the consideration from \$506.00, the amount stipulated in the former contract of December 21, 1917, to \$557.00, the price named in the corrected contract of February 27, 1918.

2. There is enclosed herewith, the original of a letter dated April 16 to this office from the Project Manager, which gives the information requested. There is no record of the Project Manager's letter of April 1, referred to in paragraph 2 of the enclosed letter, having passed through this office.

CC to PM, El Paso, Texas.  
" to DC, El Paso, Texas. ✓

GRAS. P. WILLIAMS.

El Paso, Texas, April 23, 1918

Project Manager,

Chief of Construction, Denver, Colorado

Contract of February 27, 1918 (previously dated December 21, 1917) with John Gekum and wife, for purchase of improvements on land donated by them for El Paso Valley, Mesa Drain - Rio Grande Project

1. Replying to letter dated April 19, 1918, asking for a reply to letter dated April 8, from your office, you are advised that reply to the letter referred to was made by letter dated April 16 from this office. Same will doubtless have been received by you before you receive this letter. If not, please advise, and copy of same will be sent.

L. M. Lawson

CC to DC, El Paso

May 1 1918.

Acting Director

Chief of Construction, Denver, Colo.

Contract of February 27, 1918 (previously dated Dec. 21, 1917), with John Gelum and wife, for purchase of improvements on land donated by them for El Paso Valley Mesa Drain-Rio Grande Project.

1. Your letter of April 22, 1918, has been received, transmitting project Manager's letter of April 16, 1918, on the above subject.

2. Upon receipt of project manager's letter of April 1st, the agreement was approved, and your office was advised thereof by return of a copy of the form letter of transmittal. It does not appear that the project manager's letter of April 1, was forwarded through your office or a copy of said letter furnished for your files as there is no notation thereon to that effect.

*Morris Brien*

Copy to P. M., El Paso, Tex.  
" " D. C., El Paso, Tex. ✓

CERTIFICATE.

State of Texas )  
County of El Paso.)

Before me, the undersigned authority, on this day personally appeared GEO. W. HOADLEY, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw JOHN CELUM and HARIETT CELUM, the grantors or persons who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the persons who executed the same.

Given under my hand and seal of office this  
30<sup>th</sup> day of November, A. D. 1917.

My commission expires  
June 1, 1919.

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

El Paso, Texas, Dec. 1, 1917.

The County Clerk,  
El Paso, Texas.

Dear Sir:

Herewith is inclosed quit claim deed dated  
November 28, 1917, executed by John Celum and wife to  
the United States for right of way El Paso Valley Mesa  
Drain.

Please record and I will call for deed when  
recordation is completed.

Very truly yours,

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas.

THIS AGREEMENT, Made this 21st day of December

nineteen hundred and seventeen, in pursuance of the act of June 17, 1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

L. M. LAWSON, Project Manager, United States Reclamation Service, thereunto duly authorized and subject to the approval of the proper supervisory officer, and JOHN CELUM and HARIETT CELUM, his wife, of Clint, Texas,

hereinafter styled Contractor, their heirs, executors, administrators, successors, and assigns,

~~Witness the parties hereto and agree that:~~

~~As follows:~~

WHEREAS, Under date of November 28, 1917, a quit-claim deed was executed by JOHN CELUM and HARIETT CELUM, his wife, Contractor herein, releasing and quit-claiming to the United States of America, certain tracts of land numbered One(1) and Two(2), for right of way for El Paso Valley Mesa Drain, situated about one(1)mile Southeast of Clint, Texas, in the Southwest quarter(SW $\frac{1}{4}$ ) of Section one(1), Township thirty-three(33)South, Range seven (7)East of the U. S. R. S. Survey, tract No.2, being more particularly described and bounded as follows: Beginning at the Northwest corner from which the Southwest corner of said Section one(1) bears South 13°35'West one thousand eight hundred seventy-two and one-tenth(1872.1)feet, running thence North 82°57'East one hundred thirty-eight and eight-tenths(138.8)feet; thence South 31°10'East six hundred twenty-one and seven-tenths(621.7)feet; thence to the left on a curve of three hundred fifty and three-tenths(350.3)feet radius three hundred fifty-seven and five-tenths(357.5)feet measured on 100-foot chords; thence South 74°34'East one hundred eighty-five and seven-tenths(185.7)feet; thence South 51°52' West one hundred forty-nine and two-tenths(149.2) feet; thence North 74°34'West ninety-seven and one-tenth(97.1)feet; thence to the right on a curve of four hundred seventy and three-tenths(470.3)feet radius two hundred sixty-seven(267)feet measured on 100-foot chords; thence 31°10'West six hundred ninety-one and three-tenths(691.3)feet to the point of beginning, said tract containing three and six-hundredths(3.06)acres, more or less; And

267' x

N

JAN 23 1918 21583

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, December 22, 1917.

Project Manager to the Chief of Construction.

Subject: Forwarding contract for approval.

Agreement dated December 21, 1917. Rio Grande Project.

Executed by L. M. LAWSON, Project Manager.

With JOHN CELUM et ux

Estimated amount involved, \$ 506.00 (See Gen'l Order No. 124)

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

Purpose Purchase of alfalfa stand on right of way donated by Contractor for El Paso Valley Mesa Drain. (See instructions on back at Pars. 4 and 5)

Authority No. 6.

Chief of Construction, Denver, Colorado.

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

and District Counsel at El Paso, Texas.

extra copy or copies hereof.

3 copies contract.

1 by necessity (P.M.)

1 by lien clause (A.D.C.)

Denver, Colo., \_\_\_\_\_, 191

L. M. LAWSON,  
(Signature)

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

approved.

Chief of Construction.

JAN 22 1918 21583  
JAN-21 1918 75100

Denver, Colo. Dec. 28, 1917.

Respectfully transmitted to the Director, Washington, for approval, inasmuch as the deed referred to in the contract is not on file here; the regulations not requiring such deeds to be furnished this office.

Enc: 10. 1 orig. & 3 copies of contract

1 plat

1 orig. approved.

F. E. Weymouth  
Chief of Construction

WHEREAS, The United States is constructing said Mesa Drain in connection with the Rio Grande Project, and desires immediate possession of the above described tract of land; And

WHEREAS, Contractor is the owner of the alfalfa-growing on said aforementioned tract of land;

NOW, THEREFORE, For and in consideration of the sum of Three Hundred Six (\$306.00) to the Contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the Contractor hereby waives and releases the United States from any and all claims of whatsoever nature by reason of the damage the Contractor has sustained or may hereafter sustain as a result of the operations of the Reclamation Service as aforesaid: And

IT IS FURTHER Understood and agreed that the United States, its agents, officers and employees shall at all times have the right to go upon said above described land for the purpose of surveying, constructing, repairing, operating and maintaining said Mesa Drain, or any portion thereof, or any structures appurtenant thereto, and any damage to crops or other improvements thereon belonging to the Contractor that may result in consequence of such entry are hereby waived by the Contractor as hereinabove provided.

ARTICLE 1. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

~~ARTICLE XXX For and in consideration of the faithful performance of this contract, the contractor shall be paid~~

ARTICLE 2. No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

ARTICLE 3. 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).

ARTICLE 4. It is further stipulated and agreed that in the performance of this contract, no persons shall be employed who are undergoing sentences of imprisonment at hard labor, which have been imposed by courts of the several States or Territories or municipalities having criminal jurisdiction.

IN WITNESS WHEREOF, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,  
By L. W. Loomis

Project Manager, U. S. R. S.

John L. Loomis  
Mrs. Harriet Loomis  
Contractor.

P. O. address Clint, Texas.

Approved:

\_\_\_\_\_  
Chief of Construction.\*

(Date) \_\_\_\_\_, 191

\*The approval of the Chief of Construction is not required if he executes the contract in person.

**AFFIDAVIT OF DISINTERESTEDNESS.**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of contract made 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 any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

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

Subscribed and sworn to before me at \_\_\_\_\_

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

El Paso, Texas, Jan.28, 1918.

The County Clerk,  
El Paso, Texas.

Dear Sir:

Herewith is quit-claim deed dated January  
26, 1918, executed by JOHN CELUM and wife to the United  
States for right of way - El Paso Valley Mesa Drain.

Please record said deed at your early convenience  
and I will call for it.

Very truly yours,

Asst. District Counsel.

Acting Director

January 14, 1918.

Project Manager, El Paso, Texas.

Donation deed November 28, 1917 from John Celum et ux.  
Right of way for Mesa Drain.

1. The above instrument transmitted by your form letter of December 22, 1917 is returned herewith and your attention is called to the following points:
2. According to the understanding of this office the Texas law requires either signature by the party making the deed (or his authority) and acknowledgment by the same party, or acknowledgment by one of the ~~two~~ witnesses to the signature. However, the present deed is signed by only one person as witness (who acknowledged the signature of the grantor) and hence it will be necessary, if the deed was actually witnessed by another person, to obtain his signature. Otherwise another deed should be executed unless there is some provision of the law of which this office is not aware sanctioning the procedure in this case.
3. The word "north" should be inserted before  $31^{\circ}$  in the third line from the end of the land description.
4. The lengths of the curves are erroneously stated, as the 350.5-foot radius should be 267 feet, and the 470.3-foot radius should be 351.5 feet. You are requested to consider whether these errors are of sufficient importance to require the execution of a new deed. As the instrument has been recorded any change in the original deed should be marginally initialed by the grantors, and the recording clerk should make appropriate changes in the record, or re-record the instrument.

5. For the above reasons this instrument is not acceptable to this office, and should be re-submitted after the foregoing discrepancies have been remedied.

Copy to D.C., El Paso

*W. R. ...*

enc. .

January 19, 1918. <sup>JHG-ML</sup>

Acting Director and Chief Counsel.

Chief of Construction.

Contract dated December 21, 1917, with John Celum et ux. -  
Purchase of improvements on right of way donated  
by contractor for El Paso Valley, Mesa Drain -  
Rio Grande Project.

1. By your reference of December 28, 1917, receipt is acknowledged of the above mentioned contract transmitted under project manager's form letter of December 22, 1917, for your approval.

2. This contract being of the class for approval in your office was referred here for approval inasmuch as the deed referred to in the contract is not on file in the Denver office.

3. Upon examination of the deed in question the description of the right of way conveyed thereunder to the United States was found to be in error and the deed was returned to the project manager under office letter of January 14, 1918, copy herewith.

4. The same errors appearing in the deed also appear in the description of the right of way described in the contract. The contract and related papers are herewith returned in order that the description of the right of way in the contract may be made to conform to that of the deed, if it is found necessary to correct the deed.

Extra copy to C. of C. ✓  
enc.

JAN 23 1918 - 21583

*Will R. King*

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Denver, Colo., Jan. 24, 1918.

U. S. Reclamation Service  
RECEIVED  
JAN 28 1918  
EL PASO, TEXAS.

From Acting Chief of Construction  
To Project Manager, El Paso, Texas.  
Subject: Contract of December 21, 1917, with John Celum and wife for purchase of improvements on land donated by them for El Paso Valley, Mesa Drain - Rio Grande Project.

1. There is enclosed herewith duplicate letter of Jan. 19, 1918 from the Acting Director and Chief Counsel to this office on above subject returning for correction, said contract of December 21, 1917, which was transmitted for approval with your form letter dated December 22, received in this office on December 26, and transmitted from here to Washington for approval under date of December 28, 1917.

2. It appears that the same errors made in the deed of November 28, 1917, which deed is referred to in this contract, appear in said contract, the deed having been returned to you for correction by the Acting Director with his letter dated January 14, 1918.

3. This contract is therefore returned herewith with the request that the description of the land be made to conform to that in the deed, the corrections in the contract initialed by the parties thereto and the same again transmitted through this office for approval.

- - - *P. J. Hatter*

8 Encls. Duplicate letter of Jan. 19, 1918 from Act. Director and Chief Counsel to Chief of Construction.

3 Copies of form letter

4 " of contract

CC - D.C. El Paso, Texas.

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

Know all Men by these Presents:

THAT JOHN CELUM and HARIETT CELUM, his wife,

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

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

~~of the Grantors~~, ~~and~~ ~~the~~, 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 their right, title and interest in and unto those tracts of El Paso State of Texas described as follows, to-wit:

Two tracts of land situated about one mile Southeast of Clint, Texas, in the Southwest quarter(SW.) of Section one(1), Township Thirty-three(33)South, Range seven(7)East of the U.S.Reclamation Service Survey; Tract No.1 being more particularly described and bounded as follows: Beginning at the Southwest corner from which the Southwest corner of said Section one(1) bears South 71° 5' West two thousand two hundred seventeen and two-tenths(2217.2)feet running thence North 74°34'West five hundred ten and four-tenths(510.4)feet; thence North 58°4'west two hundred one and eight-tenths(201.8)feet; thence South 74° 34' East eight hundred ninety-six and four-tenths(896.4)feet; thence South 77°14'West two hundred fifty-four (254)feet to the point of beginning, said tract containing one and ninety-four hundredths(1.94)acres more or less. Tract No.2 being more particularly described and bounded as follows: Beginning at the Northwest corner from which the Southwest corner of said Section one(1) bears South 13° 35' West one thousand eight hundred seventy-two and one-tenth(1872.1)feet running thence North 88°57'East one hundred thirty-eight and eight-tenths(138.8)feet; thence South 31°10'East six hundred twenty-one and seven-tenths(621.7)feet; thence to the left on a curve of three hundred fifty and three-tenths(350.3)feet radius three hundred fifty-seven and five-tenths(357.5)feet measured on 100-foot chords; thence South 74°34' East one hundred eighty-five and seven-tenths(185.7)feet; thence South 51°52'west one hundred forty-nine and two-tenths(149.2)feet; thence North 74° 34' West ninety-seven and one-tenth(97.1)feet; thence to the right on a curve of four hundred seventy and three-tenths(470.3)feet radius two hundred sixty-seven (267)feet measured on 100-foot chords; thence 31° 10' West six hundred ninety-one and three-tenths(691.3)feet to the point of beginning, said tract containing three and six-hundredths(3.06)acres more or less.

TO HAVE AND TO HOLD all their 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

~~has~~ assigns forever.

WITNESS their hands this the 28th day of November, A. D. 1914.

JOHN CELUM

Witnesses at Request of Grantor

Geo. W. Hoadley

Mrs. Hariett Celum

Correct as to Engineering Data

EMM

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE  
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 1917, at

o'clock and minutes M.

Clerk.

By Deputy.

El Paso

THE STATE OF TEXAS,  
COUNTY OF EL PASO,

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

known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF EL PASO,

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

known to me to be the person whose name is subscribed  
to the foregoing instrument, and having been examined by me privily and apart from her husband, and having  
the same by me fully explained to her, she, the said \_\_\_\_\_ acknowledged such instru-  
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-  
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF EL PASO,

I, W D Greer Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 28  
day of Nov, A. D. 1917 with its certificate of authentication, was filed for record in my  
office this 4 day of December, A. D. 1917, at 907 o'clock A M.  
and duly recorded the 7 day of December, A. D. 1917, at 927 o'clock P M.  
in the records of said County, in Volume 215 on Pages 143

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 Greer

Clerk County Court, El Paso County, Te

By Ruskett