

**190** KELLY, CHARLES E. et. ux. Willie Word

AGREEMENT TO CONVEY Tract 2-6

**191** MESA DRAIN

21-(4) TEXAS

0003-00

**87**

0000

**58**

0000

**70**

REPORT ON LAND AGREEMENT.

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

- 4
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.

Form approved by  
the Secretary of the Interior,  
January 15, 1910.

REPORT ON LAND AGREEMENT

7-281.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made May 11, 1916, with

Charles E. Kelly and wife

for the purchase of land required for right of way for Mesa Drain

purposes, Rio Grande Project, El Paso.

County, Texas

1. State description and approximate area of land to be conveyed: 2.41 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:

Land is in Texas and was not public land of U. S.

3. State names of the owners, giving names in full, post office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

Charles E. Kelly, C/o Paola's Drug Store, El Paso, El Paso Co., Tex.  
Willie Word Kelly (Wife)

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

Owners are in possession.

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 El Paso Valley Water Users' Assn.

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.

ALL OF LAND IS UNDER CULTIVATION, PLANTED TO ALFALFA. THERE ARE

NO OTHER IMPROVEMENTS ON THE LAND. LAND LAYS LEVEL AND HAS A GOOD

BOLT.

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.

ALL OF LAND IS IRRIGATED UNDER A WATER RIGHT IN FRANKLIN CANAL.

AND DITCHES LEADING THEREFROM.

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

\$100.00 AN 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.

REMAINDER OF VENDOR'S LAND WILL BE BENEFITED BY THE PROPOSED

DRAIN.

The above is a correct statement of the information procured.

Dated MAY 19 1911 6.

Approved:

R. J. Maden

Engineer.

John H. Buck  
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.

Director

Original

7-277

## AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

THIS AGREEMENT, made this 11th day of May,  
(See Par. 1 of Instructions, page 4 of this blank.)  
 nineteen hundred and sixteen, between Charles E. Kelly  
 and Willie Word Kelly, his wife, of El Paso,  
 county of El Paso, State, of Texas  
 and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and  
 THE UNITED STATES OF AMERICA and its assigns, by 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

Beginning at the southeast corner of the property of C. E. Kelly, from which point the southeast corner of Section twenty-nine (29), Township thirty-three (33) South, Range eight (8) East, N. M. P. M., bears south 52° 32' East, three thousand one hundred and seventy-eight (3,178) feet, thence north 82° 20' West, fifty-nine (59) feet along the property line of I. G. Gaal and C. E. Kelly to Station 93+37 on the center line of proposed Mesa Drain, thence on same course and property line fifty-nine (59) feet, thence north 29° 20' west, one thousand and twelve (1,012) feet to property line of C. E. Kelly and I. G. Gaal, thence north 60° 37' 30" East, fifty (50) feet along said property line to Station 103+87 on the center line of the proposed Mesa Drain, thence on same course and property line fifty (50) feet to a point on the dividing line between the G. H. & S. A. R. R. right of way and property of C. E. Kelly, thence south 29° 20' East, one thousand and eighty-six (1,086) feet along said division line to the place of beginning, containing two and forty-one hundredths (2.41) acres.

Charles E. Kelly

Willie Word Kelly

R. F. Walter

Included on to Engineering data, WCP

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).

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

Witnesses:

of \_\_\_\_\_

of \_\_\_\_\_

of \_\_\_\_\_

of \_\_\_\_\_

*Charles E. Kelly*

*Hillie Ford Kelly*  
Vendor.

THE UNITED STATES OF AMERICA.

By \_\_\_\_\_

*R. F. Walter*

Project Manager

(Official title.)

Approved this \_\_\_\_\_ day of **MAY 31 1916**, 191

*J. H. Jendeman*  
Director, U. S. Reclamation Service  
Acting Comptroller, U. S. R. S.

*J. H. Jendeman*



STATE OF ~~TEXAS~~COUNTY OF EL PASO.

} ss:

X I, Laura J. Bond,a Notary Publicin and for said county, in the State aforesaid, do hereby certify that <sup>Charles</sup>C. E. Kelly  
and Willie Word Kelly,

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

I further certify that I did examine the said Willie Word Kelly separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 11th day of May, 191 6.

[SEAL.]

*Laura J. Bond*

## AFFIDAVIT OF DISINTERESTEDNESS.

(Sec. 3745, Rev. Stat.)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

} ss:

I do solemnly swear (or affirm) that the copy of contract hereunto annexed is an exact copy of a contract executed by me, personally, with \_\_\_\_\_ that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said \_\_\_\_\_ or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

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

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

[OFFICIAL SEAL.]

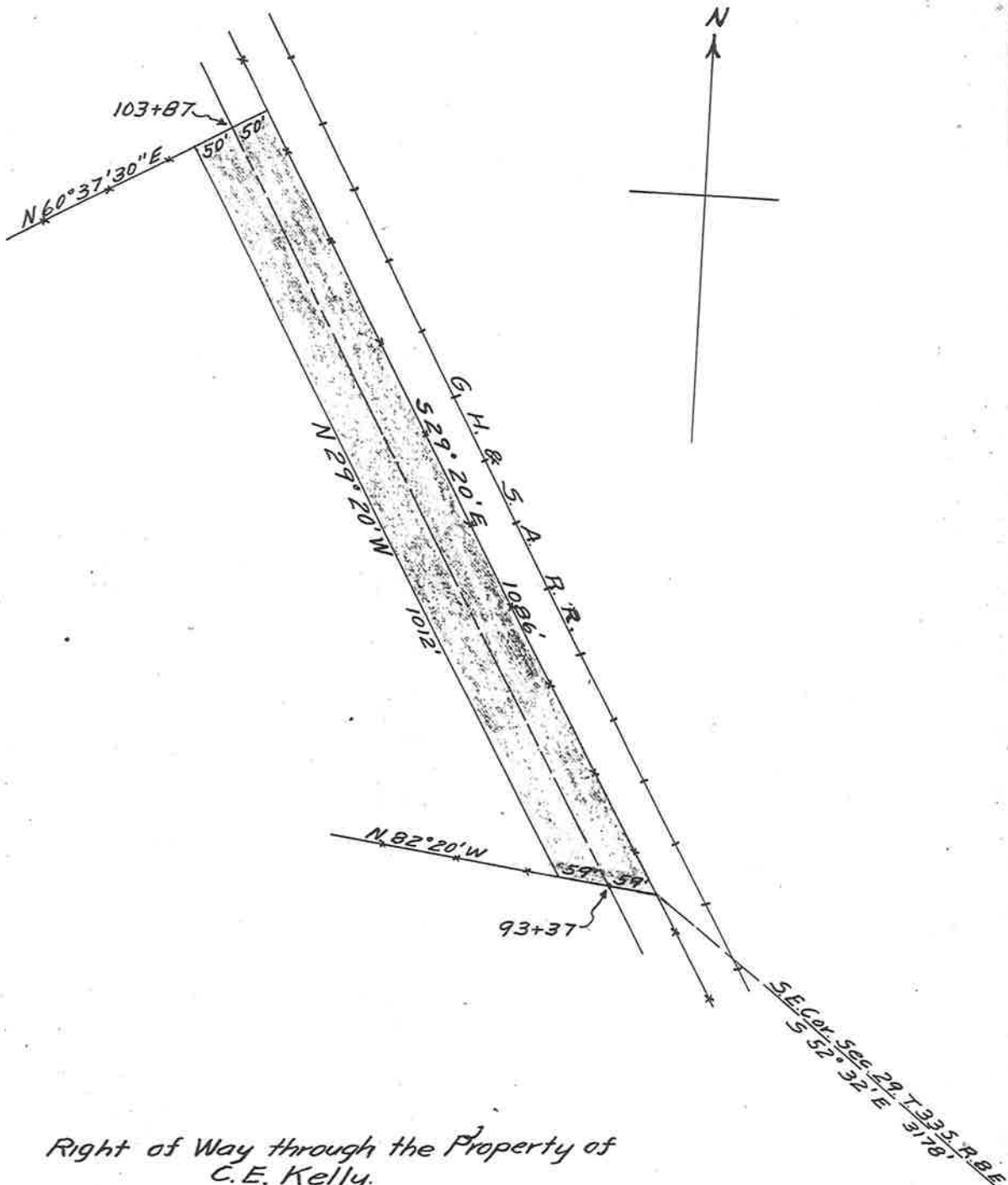
this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 191 . My commission expires \_\_\_\_\_

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

Approved as to form

*John Duck*  
District Counsel.

1126



Right of Way through the Property of  
C.E. Kelly.  
Sec. 29 T. 33 S. R. 8 E.  
2.41 Acres.

Agreement to Convey 5/11/16  
Recorded 6/13/16  
Book 294 Page 156

#5A

DEPARTMENT OF THE INTERIOR U.S. RECLAMATION SERVICE	
RIO GRANDE PROJECT, NM-TEX. MESA DRAIN, EL PASO VALLEY. Scale: - 1" = 200'	
Des. H.V.C. Ckd. H.V.C. Sub.	Rec'd. App.
E90048	YSLETA, TEX. 1020-15

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COMPARED 83036

7-277

INDEXED

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

Charles E. Kelly  
Klein Ross

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UNITED STATES

COUNTY OF EL PASO

I hereby certify that this instrument was

filed for record in my office at

o'clock M., 1916

and is duly recorded in Book

Page No. 294

By

Rees, \$

294/56

5/11/16

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 13 day of June, A. D., 1916, at 9:50  
o'clock A. M., and duly recorded the 13 day of June, A. D., 1916, at  
4:29 o'clock P. M., in the Deed,

Records of said County, in Volume 294, on page 56  
Witness my hand and the seal of the County Court of said County, at office  
in El Paso, Texas, this day and year last above written.

E. B. McCLINTOCK,

Clerk of the County Court, El Paso County Texas

By

Deputy



El Paso, Texas, July <sup>10</sup>~~8~~, 1916.

Mr. Charles E. Kelly,  
C/o People's Drug Store,  
El Paso, Texas.

Dear Sir:

There is enclosed herewith quit claim deed for the 2.41 acres of land which you agreed under date of May 11, 1916, to convey to the United States as right of way for the Mesa Drain.

Will you and your wife kindly execute this deed, acknowledging the same before a notary, after which return it to me. Your early attention to this will be much appreciated.

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

Very truly yours,

P. W. Dent,

District Counsel.

Enc.

El Paso, Texas, June 8, 1917.

Mr. Charles E. Kelly,  
o/o People's Drug Store,  
El Paso, Texas.

Dear Sir:

Referring to office letter of July 10, 1916.

Will you and your wife kindly execute the quit claim deed inclosed therein, covering the land you have agreed to sell to the United States as right of way Mesa Drain, and return same to this office.

Your early attention to this matter will be greatly appreciated.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, June 6, 1916.

Mr. Charles E. Kelly,  
C/o People's Drug Store,  
City.

Dear Sir:

This is to advise that the contract with you and your wife dated May 11, 1916, providing for the donation of 2.41 acres of land to the United States as right of way for the Mesa Drain, was approved by the Acting Comptroller of the Reclamation Service on May 31, 1916.

Quit claim deed for this land will be prepared as soon as possible and sent to you for signature.

Very truly yours,

P. W. Dent,

District Counsel.

I hereby certify that the land described in attached agreement dated May 11, 1916, with Charles E. Kelly and wife is necessary for purposes authorized by the Reclamation Act, viz., for right of way for the Mesa 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, U. S. R. S.

El Paso, Texas, May 17, 1916.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, MAY 31 1916

Ch. of Constr., 191

Project Manager to the Director (through Supervising Engineer).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date **May 11, 1916, JUN 5 1916** **Rio Grande** project

Executed by **R. F. Walter**

With **Charles E. Kelly and wife**

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

Purpose: **Right of way for Mesa Drain**

**No public notice issued for Rio Grande project.**

Advise **Ch. of Constr.** at **Denver, Colo.**

(copy to **Project Manager** at **El Paso, Texas**)

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

Estimated amount involved, \$ **Nothing.** Authority No. \_\_\_\_\_

**Orig. contract for Director with orig. Rept. on Land Agr't and orig. Proj. Mgr's certificate.**

Encls. **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.**  
**R. F. Walter.**

Washington, D. C. **MAY 31 1916** 191

Approved by H. P. Seidemann, Acting Comptroller, U. S. R. S.

Date of approval **MAY 31 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.*

*not acknowledged by witnesses*