QUITCLAIM DEED MESA DRAIN 0023-0085-0035-00 Agreement to Convey

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THE	STA	TE (OF T	EXAS,
(County	of E	l Pas	0.

M H Wahh and		hig wife		
M. H. Webb and	Annie L. Webb,	MAD WALCO		
1				
the County of 51	rued, state	of Texas	, for and in consider	tion of the
m of One (\$1.00))			DOLLARS
them in hand	paid by the Uni	ted States of Ame	rica, acting pursu	ant
the Act of Cor	agress of June	17, 1902 (32 Stat	., 388)	
(a) (a) (b) (a) (b) (b) (b) (b) (c) (c)	, 20/14		, the receipt where	of is hereby
knowledged, do by the	se presents Bargain, S	Sell, Release and Forever Q	Quit-Claim, unto the said D	nited
ates of America	. acting pursu	ant to the Act of	Congress of June	17.
02 (32 Stat., 2			•	-1 k 1
			ct or parcel of land lying in	the County
			described as follo	
neginning at	the Bouth-east	opener of land of	f grantors herein, id grantors and la	-1-4-1-
or nundred and ong said bounda the center lin s same boundary	ry line a distant e of the Mesa	0) feet, running ance of fifty (50) Drain, thence souther of fifty (50)	thence south 52° 4') feet to Station : th 52° 47' west, al	7' West 148+47 Long
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				9		31 (00)	
QUIT-CLAIM DEED	SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENTS	TO	Filed for record, this.	ndminutes	Clerk.	34	Ellis-El Pago

	File day 0'clo
of the second second	
THE STATE OF TEXAS, COUNTY OF EL PASO, Before me,	in and fo
El Paso County, Texas, on this day personally appeared]
	scribed to the foregoing instrument, and acknowledged t
me thathe executed the same for the purposes and continued the same for th	consideration therein antercoal
Given under my hand and seal of office, this	day of, A. D. 19
,	, A. D. 19
THE STATE OF TRACE	garigi kinga agaisi ka Lii
THE STATE OF TEXAS,	
COUNTY OF EL PASO,	*1
Before me,	in and for wife of
to the foregoing instrument, and having been examined	known to me to be the person whose name is subscribed 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 nana and seal of office, this	
THE STATE OF TEXAS,)	
COUNTY OF EL PASO,	4
,	Clerk of the County
Court of said County, do hereby certify that the above ins	strument of awiting dated on the
day of, A. D. 19 with its of	cortificate of authentication and Cl. 1.
office thisday of	1 D
and duly recorded theday of	, A. D. 19
in the records of said County, in Volume	ny Pages
	rt of said County, at office El Paso Texas, the day and
year last above written.	of constantly, at office Li Faso 1 exas, the day and
W 2	Clerk County Court, El Paso County, Texas.

By..

, Deputy.

7 - 277

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

THIS AGREEMENT, made Afril 21 St	, p	
nineteen hundred and Dutley, between (Softer 1 of Instructions, page of this blank.)	V.	
all · C (Rell - Yal)		
and conne of the his wife, of the	******	
county of QN C MAD , STAN , of SEXAN		í
and Men heirs, legal representatives, and assigns, hereinafter styled the vendor,	10	No.
THE UNITED STATES OF AMERICA and its assigns, by		mager
of the United States Reclamation Service, thereunto duly authorized by the Secretary of	the	0
Interior, pursuant to the act of June 17, 1902 (32 Stat., 388), hereinafter styled the United Sta	tes,	
WITNESSETH,		
	1 *	

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

Beginning at the southeast corner of the property of M. H. Webb, from which point the southeast corner of Section nineteen (19), Township thirty-three (33) South, Range eight (8) East, N. M. P. M., bears south 4° 40' East, one thousand four hundred and twenty (1,420) feet, thence south 52° 47' west, fifty (50) feet to Station 148+47 on the center line of the proposed Mesa Drain, thence south 52° 47' west, fifty (50) feet, thence north 37° 13' west, one thousand five hundred and fifty-two (1,552) feet to property line between M. H. Webb and Loomis Farms Company, thence north 52° 47' East, fifty (50) feet along said property line to Station 163+99 on the center line of proposed Mesa Drain, thence fifty (50) feet along same course and property line to a point on the dividing line between the G. H. & S. A. R. R. right of way and the property of M. H. Webb, thence south 37° 13' east, one thousand five hundred and fifty-two (1,552) feet along said division line to the place of beginning, containing three and fifty-six hundredths (3.56) acres.

R.J.W.

DESCRIPTION CHECKED.

5-29-16 gcm

THE UNITED STATES OF AMERICA and its assigns, by of the United States Reclamation Service, thereunto duly authorized by the Secretar of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388), hereinafter styled the United States, and may take and use for such purposes a strip of said land each side of the center line of said canals or other lines in the direction now surveyed and staked out, or as may hereafter be surveyed and staked out and found most practicable over said land. 2. And the vendor further agrees that at any time during the continuance of this agreement, after it is determined that the strip of land above described will be needed for irrigation works to be constructed by the United States as aforesaid, he will, upon request of the United States, convey to it all his right, title, and interest in and to the same, and all right, title, interest, tenements, and hereditaments appurtenant thereto, or appertaining and belonging to and used therewith, for the uses and purposes aforesaid, by good and sufficient deed, releasing the United States from all claims for damages by reason of entry upon the land first above described, and by reason of the survey, construction, or operation of said works. 3. This agreement shall become effective to bind the United States only upon its approval by the Director of the Reclamation Service, whose approval or disapproval will be signified 1.00 MAY26'16 49871 DESCRIPTION CHECKED. 5-29-16 gory

within 17 months from the date hereof, and shall terminate by limitation at the expiration of 74 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: Duck	
of Allago Jev	malual.
of Leg Paro Dep	annie L. Webl.
Whollet	THE UNITED STATES OF AMERICA.
of Office Stinter	By O. J. Walter Original Manager
of El Paso, Sexas.	(Official title.)

Approved this _____ day of MAY 3 1 1916 _____, 191

Actification to the with the Bord of High

THE STATE OF TEXAS County of El Paso

I, Jessie E. M. Howe, a Notary Public in and for said County, in the State aforesaid, do hereby certify that whose whose 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 volunt act, for the uses and purposes therein set forth. And I further certify that I did examine the said whose separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon examination she declared that she did voluntarily sign seal and acknowledge the same wit out any coercion or compulsion, and does not wish to retract the same.

Given under my hand and seal of office this the 22nd day

of April, A. D.1919.

Notary Public in and for El Paso County, Texas.

My commission Texpin fune 1, 1917.

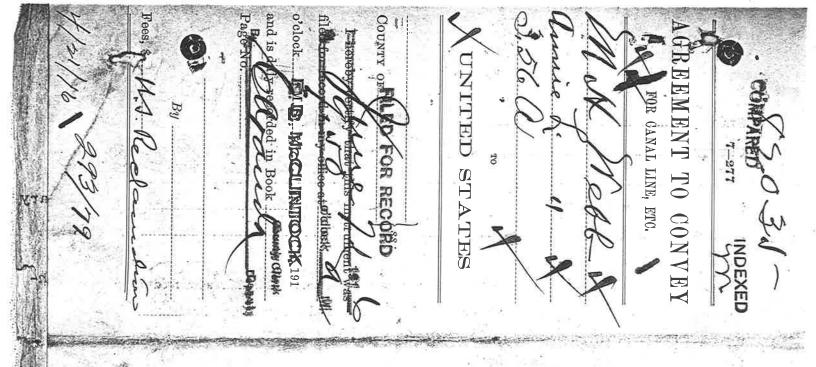
APPEDAVIT OF DISINTERESTED NESS

COUNTY OF	
	ontract hereunto annexed is an exact copy of a contract executed
hat I made the same fairly without any benefit or a	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	e said contract, as required by the statute in such case made and
provided.	
	0
	Engineer, U. S. R. S.
Subscribed and swo	orn to before me at
[OFFICIAL SEAL.] thisda	ay of, A. D. 191 . My commission
expires	and the second s

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

(District Counsel.

Date 5 / 0 191 U



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.

0.08	THE STA	TE OF TEXAS.	1	The state of the s
Service of the servic	COUNTY	OF EL PASO,	I, E. B. MeC.	LINTOCK, County Sterk in and for said Osionty, to hardy
				eg with its certificate of authenticotion, was filed
fe	r Record	in may office, on	the 1 day	of June, A. D., 1916, 009:50
	otodo 1	M., and du	y resorded the L	5 facy of fame 1. D., 1896, at
	11:30	e delock L	M., in the Deed	
	201		Records of said	County, in Volume 273 on page 79.
		Wit	ness my hand and	the seal of the County Court of said County, at office
	1.0	(, , , , , , , , , , , , , , , , , , ,	in El Paso	Texas, the day and year last above written.
€.		37	* ************************************	E. B. McCLINTOCK,
		V 1375.		Clerk of the County Court, El Pase County Texas
म			555 2554 248 III II (5	By L. C. VDOWELS Drogarty.
Haber	, 20C	127	200	

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

MAY 1 9 1916

El Paso, Toxas, ________, 191 6

Ch. of Constr.

Project Manager to the Director (through Supervision).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for

approval:

Date april 21, 1916.

HIN 2 -

project

Executed by R. F. Walter PASC, TEXAS

With M. H. Webb and wife

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

Purpose: Right of way for Mesa Drain

Advise Ch. of Constr.	_atDenver, Colo.
(copy to Project lineger	at El Paso, Texas.
of the approval of the above, using	extra copy or copies hereof.
Estimated amount involved, \$ 100100	Authority No
Encls. Agr't and orig. Proj. Mgr's Copy of contract for Returns Ch. of C	certificate, Office with affi. of dis., onstr. with copy of Rept. on

Washington, D. C. MAY 31 Polo Walter.

Approved by II. P. Osidomann. Acting Comptroller, J. L. Approved

Date of approval MAY 31 1918

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

Original enclosed for record and return.

A. P. Davis,
Planeter & Chief Engineer.

Right of Way through the Property of M. H. Webb. Sec. 19. 7.335. R. B. E. 356 Acres. DEPARTMENT OF THE INTERIOR U. S. RECLAMATION SERVICE RIO GRANDE PROJECT N.M-TEX. MESA DRAIN, EL PASOVALLEY. Scale:- 1"= 200' Bes HVC. Recind Sub. HVC. Recind Sub. App 900L48 YSLETA, TEX. 1021-15 8 of

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made. April 21
M. H. Webb and wife
for the purchase of land required for right of way for Mesa Drain
purposes, Rio Grande Project, Pago
County, Texas
1. State description and approximate area of land to be conveyed: 3.56 acres. For de
scription see agreement to sell
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:
Lend 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.
M. H. Webb, Clint, El Paso County, Texas
Annie L. Webb, (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 There is no lease.
5. Also state whether land is subject to right of way by virtue of contract with water users association or other agreement.
Land is subject to right of way by wirtue of stock subscription
Contract with water users! association

6		2		E out
- No. 100	6. State how much of the land is under cultivation brought under cultivation, as well as the general chathe cultivated portion; also the condition and kind of	racter of such land and the char		_
	About one-half of land is u	nder cultivationand	remainder	
	is capable of being brought und		*,	nnne
	level and sandy. Alfelfa 1s are no other improvements on the 7. If any portion of the land is irrigated, state we cultivated and how much of the uncultivated land is	owing on oultivated baland rights go with the	portion. Ther	the
	About one-half is irrigate Canal; all of uncultivated land			11n
			· · · · · · · · · · · · · · · · · · ·	in the second
	######################################			
, cv	8. State the selling price of similar land in the	vicinity.		.P.C. 44
0.00	TU. CO TO PILO, CO per Edre.	. \$100.00 per sore	or cultivated	arquera.
	.land: \$60.00 for the uncultivate			1.0
	9. State fully any other matters relative to the Government, especially concerning possible injury of			the.
7	Remainder of ventor's land	will be benefited t	y the proposed	1
	drain.			
	The above is a correct statement of the informatio	n procured.		
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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 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

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 immdiately 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 tollowing 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. to date and again submitted through the United States attorney for re-examination.

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 con-

veyance, 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.

II. 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.

The husband and wife must join in the agreement except where the local land laws or the conditions 13. 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.

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 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,
· · · · · · · · · · · · · · · · · · ·
Sec, T
Belonging to
County of
State of
Submitted by
Date,

I hereby certify that the land described in attached agreement dated April 21, 2916, between M. H. Webb 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 th 1914

El Paso, Texas, Jan.17, 1918.

Mr. M. H. Webb, Clint, Texas.

Dear Sir:

Referring to telephone conversation of this date with the Project Manager.

Herewith is inclosed quit-claim deed covering donation of strip of land to the United States for right of way. Mesa Drain, which please execute and acknowledge, and return at your early convenience.

Thanking you for your cooperation, I am, Very truly yours,

Asst. District Counsel.

P.S. With return of deed, will you kindly state whether there are any existing mortgages or liens on this particular land, and if so, the amount thereof and name of mortgages: also, whether such land is assessed in your name.

El Paso, Texas, Dec.14, 1917.

Mr. M. H. Webb.

Clint, Texas.

Dear Sir:

Reference is made to letter from this office dated July 10, 1916, inclosing quit claim deed covering land described in agreement to sell dated April 21, 1916, executed by you to the United States.

As nothing remains to be done but the execution of said deed, in order to close the file as completed, will you kindly sign and acknowledge the deed and return same to me at an early date.

For your information, you are advised that this deed is for a prior donation to that covered by your late donation deed dated October 10, 1917, and describes another tract of land which has been used for the MMes Drain. The later deed is for right of way for the El Paso Valley Middle Drain.

If you have lost or mislaid the deed, kindly advise me and a new deed will be prepared and forwarded to you.

Very truly yours.

Asst. District Counsel.

El Paso, Texas, July 27 1916.

Mr. M. H. Webb.

Clint, Texas.

Dear Sir:

There is enclosed herewith quit claim deed for the 3.56 acres of land which you agreed under date of April 21, 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 will be much appreciated.

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

Very truly yours.

P. W. Dent,

District Counsel.

Eng.

El Paso, Texas, June 6, 1916.

Mr. M. H. Webb.

Clint, Texas.

Dear Sir:

This is to advise that the contract with you and your wife dated April 21, 1916, providing for the donation of 3.56 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.

