

80.

LUTICH, L. L.

CONTRACT OF PURCHASE

(017)

0023 - 0091-0008-00

BORDER DRAIN

780.

FOR VOUCHERS

Contract with L. J. Lutich et al. 10/12-21
Canal Border Drain (El P. Valley)
Mailing Address Fabens Texas

Land in, etc. \$ _____

Improvements on land in

\$ 147.40

Less-

Cost of abstract of title \$ _____

Cost of extension of abstract \$ _____

Cost of title guaranty \$ _____

Recording of _____

_____ \$ _____

Taxes _____ \$ _____

_____ \$ _____

Total deductions. \$ 0

\$ 147.40

NOTE: all of attached papers
to be kept in file
of Fabens

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

COMPUTATION SHEET, RIO GRANDE PROJECT, NEW MEXICO

S. T. S. R. E.

Subject _____
Computed _____
Checked _____
Date _____

Borden

Drain _____
Canal _____
Lateral _____
Ditch _____

El Paso Valley				
Mesilla Valley				
Rincon Valley				
Hatch Valley				

Station _____

Lattich

To *Survey 191-192*

LOGS	BEARING	DISTANCE	N.	S.	E.	W.	D. M. O.	Total Lat. Northing	Total Dep. Southing
4018768									
9157133	S66-18-26E	242.56		97.48	222.11		222.11		21651.28
1604555									
9870431	N80-46E	428.20	68.71		422.65		866.87	59562.64	
3981397									
7194788	N66-51E	251.55	98.89		231.29		1520.81	150392.90	
6627439									
7979347	N52-56E	641.32	386.55		511.73		2263.83	875083.49	
8005571									
5992565	S36-49E	120.00		96.07	71.91		2847.47		273556.44
	S52-52W	640.79		386.23		511.31	2408.07		930068.88
	S66-51W	309.28		121.59		284.38	1612.38		196049.28
									195726.27
	S80-46W	428.20		68.71		422.65	905.33		62206.60
0555456									
9984712	S86-49-53W	76.60		4.25		76.48	406.22		1726.44
8003827									
5994893	N36-50W	274.82	219.96			164.75	164.99	36291.20	
			774.11	774.33	1459.69	1459.57		1121336.23	1485058.93

$R=1=2750$
 48.57833
 4669012
 $0188821 \times 522.96 \times 267.48 = 2580.81$
 $642.96 \times 321.48 = 3902.77$
 3902.77
 105.16
 400793
 258081
 $+ 1427.12$
 1782555
 183391.42
 5164
 2582
 4.21

80-46
52-56
133-42
66-51

80-46
52-56
27-50
13-35
52-56
6.6-58

N86-53-47
S80-46-47
167-39-47

179-59-60
167-39-47
12-20-13 Δ
6-10-6
80-39-47
86-49-53

273487.16

06.48102081 522.96 = 251.55
 $\times 642.96 = 309.28$
 $2148.902 \times 356.48 = 76.60$
 $R=1=12-20-13 = 2153203$
 22136603
 $10016200 \times 356.48 \times 178.24 = 105.16$

NEW MEXICO: Dona Ana Co.	
Sierra Co.	
Refugio Colony Grant, Tr. No.	
Brazito Grant	
Hugh Stephenson Grant	
Santa Teresa Grant	
Pedro Armendariz Grant	
Dona Ana Bend Colony Grant	
Mesilla Civil Colony Grant	
Santo Tomas Grant	
J. M. S. Baca Grant	

DEPARTMENT OF THE INTERIOR
U. S. RECLAMATION SERVICE

RIO GRANDE PROJECT
NEW MEXICO-TEXAS
AREA-RIGHT OF WAY

COMPUTATION SHEET

TEXAS: El Paso Co.	
Hudspeth Co.	
Ysleta Grant	
Ysleta Town Grant	
Socorro Grant	
San Elizario Grant	
Island San Elizerio Grant	X
Ascarate Grant	
Tornillo District	

Sheet No. _____
S. T. S. R. E.

El Paso Valley	X		
Mesilla Valley			
Rincon Valley			
Palomas Valley			

Border Drain
Canal
Lateral
Ditch

Sur. No. _____
Subject _____
Computed _____
Checked _____
Date _____

Station _____ Land Owner Lattich To _____

Survey 191-192-

P. C.	P. I.	P. T.	TAN.	L. OF C.	RADIUS	D. OF C.	DEF. ANGLE	BEARING	P. I. TO P. I.
LOGS	BEARINGS	DISTANCE	N.	S.	E.	W.	D. M. D.	Total Lat. Northing.	Total Dep. Southing.
	<u>Sections</u>								
9788079									
2047333	S11-49-50W	6216.16			6084.42		1272.65		
	S86-18-26E	242.56			97.40	222.11			
	N80-46E	428.2	68.71			422.65			
	N66-51E	251.55	98.89			231.29			
	N52-56E	641.32	386.55			511.73			
9493402									
3142502	N18-18-56W	366.40	347.84				115.14		
	N	5280-	5280-						
			6181.99	6181.99	1387.78	1387.79			

28444.1
70
13400

Disturbance Contract
Stock subscription
orig + 5 copies

A tract of land situated approximately 2 miles
south of the town of Roberts, ~~El Paso Co.~~ Texas, in the N.W. 1/4
of the N.W. 1/4 of Sec. 34 and the N.E. 1/4 of the N.E. 1/4 of Sec. 33, T. 34 S.,
R. 8 E., (U.S.R.S.) Survey, being also in surveys nos. 191 & 192 of
the Island San Elizario Grant, more particularly
described as follows:-

Beginning at ^{a point} the most ^{north} westerly corner of the
tract of land herein described; said cor. being the N.E. Cor.
of ^{the said} Sur. 192, the S.E. Cor. of ^{the said} Sur. 191, land of the ~~grantor~~, herein,
the S.W. Cor. of Sur. 184, ~~Wm. J. ...~~ and the N.W. Cor. of Sur. 185,
~~F.M. ...~~ from ^{which} ~~point~~ the N.W. Cor. of Sec. 34 bears
N. 18° 18' 56" W. 366.4; thence, S. 36° 49' E. 120.0 along prop. line
between land of the ~~grantor~~ ^{Vendor} ~~Sur. 192~~, and ~~F.M. ...~~,
^{in the said} Sur. 185; thence, S. 52° 56' W. 640.79; thence, to the right, in
a south westerly direction, along a 642.96 radius curve
312.34, based on arc lengths; thence, S. 80° 46' W. 428.20;
thence to the right, ~~in a south westerly direction~~, along a 356.48
radius curve, ^{76.76'} ~~radius~~, based on arc lengths, to a point on the
property line between the land of the ~~grantor~~ ^{Vendor} and
E. R. Mc Clintock; the tangent to ~~the~~ ^{last mentioned} curve at said point
bears ^{to a point} N. 86° 53' 47" W. ~~thence~~ N. 36° 50' W. 274.82 along said
^{last named} property line; from ^{which} ~~point~~ the N.E. Cor. of said

L. L. Luttich, Fabens, Texas

No Liens

Taxes Paid

Allowed for damage to Crops only.

3.31 Acres Cotton	=	@ 40-	132.40
0.90 " Corn + chili		_____	15-
			<hr/>
			147.40

Flores + Montes - Tenants

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated October 12, 1921, with L. L. Lutich et al. is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Border Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$147.40, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
October 12, 1921.

L M LAYSON

Project Manager.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, Oct. 12, 1921.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from L. L. Lutich et al. in the northwest quarter of the northwest quarter ~~and~~ of sec. 34 and northeast quarter of the northeast quarter of sec. 33, T. 34 S., R. 8 E., U. S. Reclamation Service Survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Assistant Engineer.

Certificate as to Title.

I HEREBY CERTIFY, with reference to the following described land:

A tract of land containing 4.21 acres, more or less, in the northwest quarter of the northwest quarter of sec. 34 and the northeast quarter of the northeast quarter of sec. 33, T. 34 S., R. 8 E., U. S. Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with L. L. Lutich et al. dated October 12, 1921:

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendor, L. L. Lutich, who is the reputed owner, ~~is~~ is the actual owner, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land.

I further certify that the parties vendor, Emilio Flores and Francisco Montes, were joined in this agreement for the reason that they have, with the landowner Lutich, a cropping interest in the right of way.

El Paso, Texas,
October 12, 1921.

C. F. HARVEY

Clerk.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso Texas Oct 12 1921
(Place) (Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated Oct 12 1921

With L L Lutich et al.

Estimated amount involved \$ 147.40

Authority No. or Clearing Acct.

Accompanied by bond and copies.

No bond.

6-G 1

Purpose: Purchase of improvements on stock-subscribed land taken for Border Drain (El Paso Valley) right of way.

Advise Project Manager at El Paso Texas (Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

- Orig. and 4 copies contract.
- " " 2 " certificate of recommendation.
- " " 2 " possessory certificate.
- " " 2 " f.l.t.
- " " 2 " certificate of title.
- 3 blueprints.

L E LAWSON
(Signature)

El Paso Texas Oct 12 1921
(Place) (Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by O F Harvey

on Oct 12 1921 Asst. District Counsel,

Inclosures as follows returned to Project Manager:

- Orig. and 3 copies contract.
- " " 1 copy certificate of recommendation.
- " " 1 " possessory certificate.
- " " 1 " f.l.t.
- " " 1 " certificate as to title.
- 2 blueprints.

Project Manager

NOT INDEXED
ASSUMED NOT RECORDED

Form 7-523
Form approved by the Secretary of the Interior
September 13, 1915
(Reprint July, 1919)

CONTRACT
(Disbursement)
6-6024

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT New Mexico-Texas.

THIS AGREEMENT, made this 12th day of October, nineteen hundred and twenty-one, in pursuance of the act of June 17, 1902 (32 Stat., 388), and

acts amendatory thereof ^{or} and supplementary thereto, between THE UNITED STATES OF AMERICA hereinafter styled the United States, by L. M. Lawson, Project Manager

United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and L. L. Lutich, Emilio Flores, and Francisco Montes, all married men,

Vendor

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

WITNESSETH: The parties covenant and agree that—

~~1. The Contractor~~

2. For and in consideration of the payments to be made by the United States as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer and set over to the United States free and clear of any lien or encumbrance, all buildings, fences, ditches, seedings, growing crops, trees, and shrubbery, and any and all other improvements of whatsoever kind or nature, upon, attached to, or growing upon that certain piece or parcel of land situated in the county of El Paso, State of Texas, particularly described as follows, to-wit:

A tract of land situated approximately five (5) miles south of the town of Fabens, Texas, in the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section thirty-four (34) and the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section thirty-three (33), Township thirty-four (34) South, Range eight (8) East U. S. Reclamation Service survey being also in surveys Nos. 191 and 192 of the Island San Elizario Grant, and more particularly described as follows:

Beginning at a point, the most northeasterly corner of the tract of land herein described; said corner being the Northeast corner of the said survey one hundred ninety-two (192) the southeast corner of the said survey one hundred ninety-one (191), the Southwest corner of Survey one hundred eighty-four (184) and the Northwest corner of survey one hundred eighty-five (185) and from which point the Northwest corner of

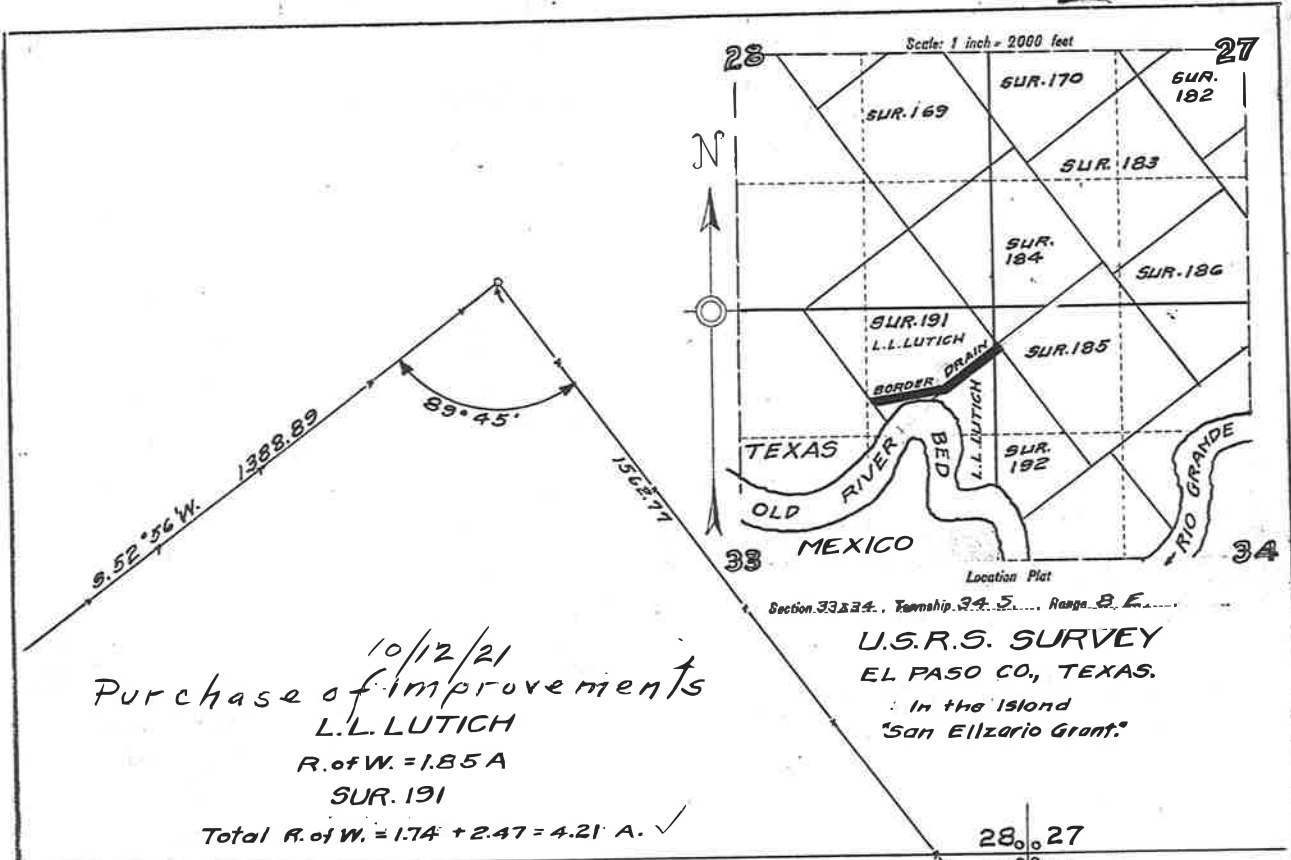
Correct as to Engineering Data S.M.A.

6-6024

of Section thirty-four (34) bears North eighteen degrees (18°) eighteen minutes (18') fifty-six seconds (56") West three hundred sixty-six and four tenths (366.4) feet; thence South thirty-six degrees (36°) forty-nine minutes (49') East one hundred twenty (120.0) feet along property line between land of the Vendor in the said survey one hundred ninety-two (192) and F. W. Berkshire, in the said survey one hundred eighty-five (185); thence South fifty-two degrees (52°) fifty-six minutes (56') West, six hundred forty and seventy-nine hundredths (640.79) feet; thence to the right along a six hundred forty-two and ninety-six hundredths (642.96) feet radius curve three hundred twelve and thirty-four (312.34) feet based on arc lengths; thence South eighty degrees (80°) forty-six minutes (46') West four hundred twenty-eight and twenty hundredths (428.20) feet; thence to the right along an three hundred fifty-six and forty-eight hundredths (356.48) feet radius curve seventy-six and seventy-six hundredths (76.76) feet, based on arc lengths, to a point on the property line between the land of the Vendor and E. B. McClintock, the tangent to the last mentioned curve at said last mentioned point bearing North eighty-six degrees (86°) fifty-three minutes (53') and forty-seven seconds (47") West; thence North thirty-six degrees (36°) fifty minutes (50') West two hundred seventy-four and eighty-two hundredths (274.82) feet along said last mentioned property line to a point from which the Northeast corner of said Section twenty-eight (28) bears North eleven degrees (11°) forty-eight minutes (48') fifty minutes (50") East six thousand two hundred sixteen and sixteen hundredths (6216.16) feet; thence South sixty-six degrees (66°) eighteen minutes (18') twenty-six seconds (26") East two hundred forty-two and fifty-six hundredths (242.56) feet; thence North eighty degrees (80°) forty-six minutes (46') East four hundred twenty-eight and twenty hundredths (428.20) feet; thence to the left along a five hundred twenty-two and ninety-six (522.96) feet radius curve, two hundred fifty-four and four hundredths (254.04) feet based on arc lengths; thence North fifty-two degrees (52°) fifty-six minutes (56') East six hundred forty-one and thirty-two hundredths (641.32) feet to the point of beginning; said tract of land containing four and twenty-one hundredths (4.21) acres more or less.

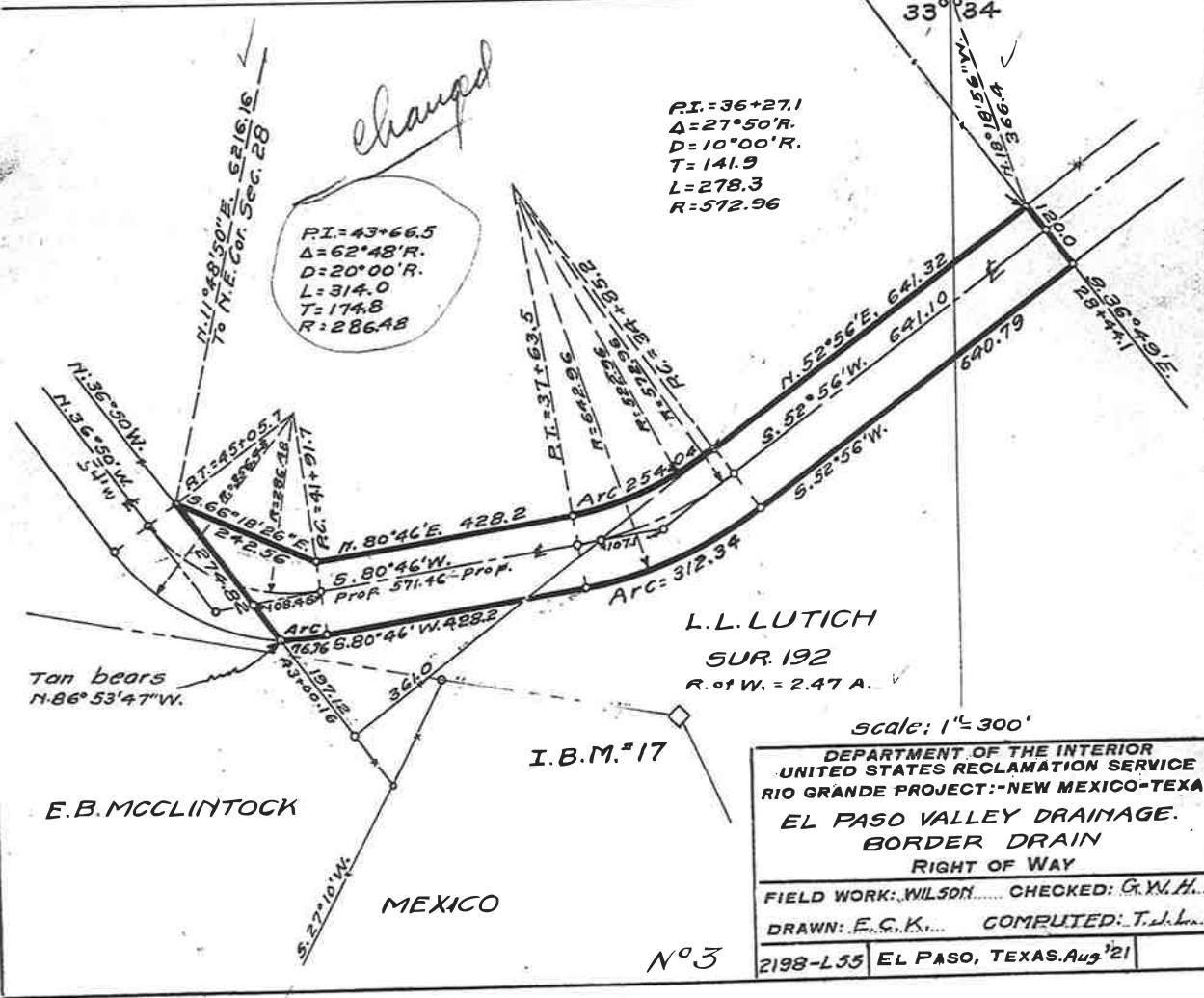
3. The Vendor, on behalf of himself, his heirs and assigns, releases and acquits and discharges the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance thereon of works pertaining to the United States Reclamation Service.

4. In consideration whereof, the United States agrees to pay to the Vendor the sum of one hundred forty-seven and 40/100 Dollars, upon government voucher, by
 (\$147.40)



10/12/21
 Purchase of improvements
 L.L. LUTICH
 R. of W. = 1.85 A
 SUR. 191
 Total R. of W. = 1.74 + 2.47 = 4.21 A. ✓

U.S.S. SURVEY
 EL PASO CO., TEXAS.
 In the Island
 "San Elizario Grant."



scale: 1" = 300'
 DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT - NEW MEXICO - TEXAS
 EL PASO VALLEY DRAINAGE.
 BORDER DRAIN
 RIGHT OF WAY
 FIELD WORK: WILSON... CHECKED: G.W.H.
 DRAWN: E.C.K. ... COMPUTED: T.J.L.
 2198-L55 EL PASO, TEXAS. Aug '21

Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across lands herein referred to in stock-subscription contract with the El Paso Valley Water Users' Association.

6. The Vendor will furnish before payment, satisfactory evidence that he is the owner of said improvements and the land on which the same are situated, and that the same are free from any lien or encumbrance, and for this purpose will submit any abstract or title papers which he may have in his possession for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

7. The Vendor upon request by the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Reclamation Service are necessary to show good title unencumbered in the Vendor to the property purchased.

8. Liens or encumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained, but this provision shall not be construed to give precedence of any lien or encumbrance over this agreement, nor as an assumption of the same by the United States.

9. The United States agrees to permit the Vendor to retain possession of the strip or parcel of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after the date hereof, unless prior thereto it becomes necessary to occupy said strip of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified he will immediately yield and deliver up the possession of said strip of land together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

For and in consideration of the faithful performance of this contract, the Contractor shall be paid

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.

11. 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 State or Territories or municipalities having criminal jurisdiction.

12. 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., 1169).

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

THE UNITED STATES OF AMERICA,

By L M LAWSON

Project Manager U. S. R. S.

L L LUTICH

Contractor.

Witnesses to both marks:

S O Colwell
Geo W Hoadley

EMILIO FLORES His X Mark
FRANCISCO MONTES His X Mark

* By

P. O. Address Care L. L. Lutich

Padena, Texas,

† Approved:

(Date) _____, 19____

* See pars. 6 and 7, Instructions, over.
† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.