

LUETHY, HENRY et. ux: Alice

AGREEMENT TO SELL

(054)

EAST DRAIN

0023-6042-0021-00

THE STATE OF TEXAS, }  
County of El Paso.

NOT INDEXED  
NOT RECORDED  
KNOW ALL MEN BY THESE PRESENTS: THAT

Henry Luethy and Alice Luethy, 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),

~~the receipt~~ ~~whereof~~ ~~is hereby~~ ~~acknowledged~~, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said United  
States of America, acting pursuant to the Act of Congress of June 17,  
1902 (32 Stat., 388), its successors

~~and~~ 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:

A tract of land eight hundred thirty-nine and four-tenths (839.4) feet  
long, measured on the center line of the East River Drain, and one hundred  
(100) feet wide, being forty (40) feet in width to the East and sixty (60)  
feet in width to the West of said center line, described as follows: Be-  
ginning at the Northeast corner of said tract, on the boundary line between  
land of grantors herein and land of Annie E. Mitchell, from which point  
the quarter corner between Sections two (2) and eleven (11), Township  
twenty-seven (27) South, Range three (3) East, N. M. P. M., is nine  
hundred fifty-three and one-tenth (953.1) feet north and three hundred  
one and five-tenths (301.5) feet east, running thence south 14° 35' east,  
a distance of six hundred sixty-six and two-tenths (666.2) feet, thence  
to the left on a curve of five hundred thirty-three and seven-tenths  
(533.7) feet radius, one hundred seventy-five and nine-tenths (175.9)  
feet measured on one hundred (100) feet chords, to a point on the  
boundary line between land of grantors herein and land of J. G. Barada,  
thence west along said boundary line a distance of one hundred fifteen  
and five-tenths (115.5) feet, thence to the right on a curve whose tangent  
at this point bears north 27° 38' 15" west and whose radius is six hundred  
thirty-three and seven-tenths (633.7) feet, one hundred forty-four and  
two-tenths (144.2) feet, thence north 14° 35' west a distance of six  
hundred ninety-one and two-tenths (691.2) feet to a point on the boundary  
line between land of grantors herein and land of Annie E. Mitchell, thence  
along said boundary line north 89° 25' east a distance of one hundred  
three and three-tenths (103.3) feet to the point of beginning, containing  
one and nine-tenths (1.9) 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, acting pursuant to the Act of Congress  
of June 17, 1902 (32 Stat., 388), its successors

~~and~~ and assigns forever.

WITNESS our hand s this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 191\_\_\_\_

Witnesses at Request of Grantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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, 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 Clerk of the County  
Court of said County, do hereby certify that the above instrument of writing, dated on the  
day of, A. D. 19 with its certificate of authentication, was filed for record in my  
office this day of, A. D. 19, at o'clock M.  
and duly recorded the day of, A. D. 19, at o'clock M.  
in the records of said County, in Volume on Pages

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.

Clerk County Court, El Paso County, Texas.

By Deputy.

Justly now deceased.

Herman Andreas now  
executor. Will soon  
have authority to act.  
Extent of power  
to convey not yet  
determined.

2000

2000

El Paso, Texas, June 8, 1917.

Mr. Henry Luethy,  
Anthony,  
New Mexico.

Dear Sir:

Reference is made to office letter of July 7, 1916, inclosing quit claim deed covering land which you have agreed to sell to the United States for right of way West River Drain.

Will you and your wife kindly sign this deed, acknowledging same before a notary public, and return it to this office.

Your early expedition of this matter will be very much appreciated.

Very truly yours,

Asst. District Counsel.

JJB

El Paso, Texas, June 12, 1916.

Mr. Henry Luethy,

Anthony, New Mexico.

Dear Sir:

You are informed that contract with you dated April 12, 1916, providing for the donation of 1.9 acres of land as right of way for the East River Drain, was approved by the Comptroller of the Reclamation Service on June 3, 1916.

Quit claim deed will be sent you in the near future for execution and return.

Very truly yours,

P. W. Dent,

District Counsel.

El Paso, Texas, July 7, 1916.

Mr. Henry Luethy,

Anthony, New Mexico.

Dear Sir:

There is enclosed herewith quit claim deed for the 1.9 acres of land which you contracted under date of April 12, 1916, to convey to the United States as right of way for the East River Drain.

Will you please execute this deed, having your wife join you, after which it should be acknowledged by both before a notary and returned to me.

Thanking you for your early attention to this matter,  
I am,

Very truly yours,

P. W. Dent,

District Counsel.

Enc.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 26, 1916.

Project Manager to the Director (through ~~Superior Engineer~~ *Ch. of Constr.*).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date **April 12, 1916.**

**Rio Grande**

project

Executed by **R. F. Walter**

With **Henry Luehly and wife**

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

Purpose: **Right of way for East River 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, \$**Nominal.** 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 affi. of dis.,  
" " " Ch. of Constr. with copy of rept. on  
land agr't and copy of Proj. Mgr's certificate.

Orig. est. of cost of bridge, etc., for Dir., with  
copy for Ch. of Constr. *Washington D. C.* **R.F. Walter.**  
191

Approved by *Ch. for Dir. & Ch. Constr.*

Date of approval

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

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made April 12, 1916, with  
Henry Luethy and wife  
for the purchase of land required for right of way for East River Drain  
purposes, Rio Grande Project, El Paso  
County, Texas.

1. State description and approximate area of land to be conveyed:  
Sheet appended agreement.

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:

Maria Rodriguez Tract or Grant, 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.

Henry Luethy, Anthony, Dona Ana Co., New Mexico,

Alice Luethy, 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 as above.

5. Also state whether land is subject to right of way by virtue of contract with water users association or  
other agreement.

Land is not subject to right of way by virtue of stock sub-  
scription contract with water users' association or other agreement.

I hereby certify that the land described in attached agreement dated April 12, 1916, with Henry Luethy and wife is necessary for purposes authorized by the Reclamation Act, viz., for right of way for the East River Drain, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

R. F. Walter,

Port Manager.

El Paso, Texas, April 24 1916.

Certificate of estimated cost of structures to be  
built across drainage ditch through land of H. Luethy and  
wife in accordance with contract dated April 12, 1916.

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

(sd) R.F. Walter  
Project Manager.

El Paso, Texas,  
April 25, 1916.

J. M. Smith,

checked

Rec'd  
10/10/16

A tract of land 839.4 feet long measured on center line of said East River Drain, and 100 feet wide, being 40 feet in width to the East and 60 feet in width to the West of said center line, described as follows:-

Beginning at the North East corner of said tract, from which point the  $\frac{1}{4}$  corner between sections 2 and 11, T. 27 S. R. 3 E., N. M. P. M. is 953.1 feet North and ~~301.5~~<sup>301.5</sup> feet East; thence S.  $14^{\circ} 35'$  E. 666.2 feet; thence to the left on a curve of 533.7 foot radius 175.9 feet, measured on 100 foot chords; thence West 115.5 feet; thence to the right on a curve whose tangent at this point bears  $N 27^{\circ} 38' 15''$  W., and whose radius is 633.7 feet, 144.2 feet; thence N.  $14^{\circ} 35'$  W. 691.2 feet; thence N.  $89^{\circ} 25'$  E 103.3 feet to point of beginning, containing 1.9 acres, more or less.

2/28/16

A tract of land 839.4 feet long measured on center line of the East River Drain, and 100 feet wide, being 40 feet in width to the East and 60 feet in width to the West of said center line, described as follows:

Beginning at the Northeast corner of said tract, from which point the quarter corner between Sections 2 and 11, Township 27 South, Range 3 East, E. M. P. M., is 953.1 feet north and 301.5 feet east, thence south  $14^{\circ} 35'$  east 666.2 feet, thence to the left on a curve of 533.7 feet radius 175.9 feet, measured on 100 foot chords, thence west 115.5 feet, thence to the right on a curve whose tangent at this point bears north  $27^{\circ} 38' 15''$  west, and whose radius is 633.7 feet, 144.2 feet, thence north  $14^{\circ} 35'$  west 691.2 feet, thence north  $89^{\circ} 25'$  east 103.3 feet to the point of beginning, containing 1.9 acres more or less.

Henry Luethy

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Alice Luethy

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R. F. WALTER

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THIS AGREEMENT, made this 12th day of April  
(See Par. 1 of Instructions, page 4 of this blank.)  
 nineteen hundred and sixteen, between Henry Luthy  
 and Alice Luthy, his wife, of Anthony  
 county of Dona Ana State, of New Mexico  
 and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and  
 THE UNITED STATES OF AMERICA and its assigns, by R. F. Walter, Project Manager.  
 of the United States Reclamation Service, thereunto duly authorized by the Secretary of the  
 Interior, pursuant to the act of June 17, 1902 (32 Stat., 388), hereinafter styled the United States,  
 WITNESSETH,

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

~~and may take and use for such purposes a strip of said land \_\_\_\_\_ feet wide on  
 each side of the center line of said canals or other lines in the direction now surveyed and staked  
 out, or as may hereafter be surveyed and staked out and found most practicable over said land.~~

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

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

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

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

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

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

Witnesses:

S. G. Kilgore, \_\_\_\_\_  
of Berino, New Mexico. \_\_\_\_\_

(Signed) Henry Luethy \_\_\_\_\_

O. A. Thompson, \_\_\_\_\_  
of Anthony, N. Mex. \_\_\_\_\_

" Alice Luethy \_\_\_\_\_

Vendor.

Ivy S. McClelland, \_\_\_\_\_  
of El Paso, Texas. \_\_\_\_\_

THE UNITED STATES OF AMERICA.

By R. F. WALTER \_\_\_\_\_

J. M. Luney, \_\_\_\_\_  
of El Paso, Texas. \_\_\_\_\_

Project Manager. \_\_\_\_\_  
(Official title.)

Approved this 3d day of June, 1916

(Sig.) H. A. Ryan \_\_\_\_\_  
\_\_\_\_\_, U. S. Reclamation Service.



STATE OF

~~Texas~~

*R. M.*

3

COUNTY OF

~~El Paso~~

*Dona Ana*

ss:

I, **S. G. Kilgore**

, a **Notary Public**

in and for said county, in the State aforesaid, do hereby certify that **Henry Luethy**  
**and Alice Luethy, his wife**

who **are** personally known to me to be the person **whose names 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 **Alice Luethy**  
separate and apart from her husband, and explained to her the contents of the foregoing instru-  
ment, and upon that examination she declared that she did voluntarily sign, seal, and  
acknowledge the same without any coercion or compulsion, and does not wish to retract the  
same.

Given under my hand and official seal, this **12th** day of **April**, 191 **6**.

**S. G. Kilgore, Notary Public**

[SEAL.]

**My commission expires Jan. 28, 1917, in and for Dona Ana County, N.M.**

**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.

# AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

TO

UNITED STATES

State of Texas  
 COUNTY OF Willis ss:

I hereby certify that this instrument was  
 filed for record in my office at 3:10  
 o'clock PM, June 13, 1916  
 and is duly recorded in Book 292

Page No. 455

E. J. McClinton  
Secy. to Comptroller  
State of Texas  
Deputy

Fees, \$

## 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.

