Form 1-5250 Repri 1 Sept., 1916

DEPARTMENT OF THE INTERIOR UNITED STATES REGLAMATION SERVICE

. <u>11 Pi</u>	seo, Texas, Karch 15	, 1010
Project Manager to the Director and	Chief Engineer (thomas)	44
	for acceptence and fill	14. MARIE
Dood Agranged dated January 25, 1918	Rio Grande	Pro ject ;
Executed by Henry S. Pitts and Ket	e Du Val Pitte.	Mak
Whole To United States of America.		Justice.
Estimated amount involved, \$ 0	(See Gen'l Order No. 124)	
Purpose of agreement: Qonation of (See instructions on book, Pars. 4 and 5)	of right of way for Nema	xes crein,

Ordering to the continue of th

Advise Chief of Construction, Denver, Colorado, and Project

Managor at El Paso, Texas,

and District Counsel of the above.

incls.: Orig. quitoleim deed.

Gertificate as to title.

Blueprint.

at El Peso, Texas.

L'eu German

Project Manager.

(The lanks below to be filled in the Washington Office.)

Myrianikhy Losoptod by:

Date of marchill tempteroe:

Soul, if any, approved by made officer on same of

Wig'10 803

INSTRUCTIONS.

- 1. This form is devised to render unnecessary the writing in the Washington office and in the field of various routine leave ters in reference to contracts.
- 2. The project or other office where the contract originates will transmit one copy of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the project manager and Chief of Construction are to be advised, three copies should be sent to the Washington office.
 - 3. The Chief of Construction will make proper actation on his copy of the contract showing the date when the contract is forwarded by him.
 - 4. Any special matter or information relative to the contract too long to write on the form should be set out in a statement or certificate accompanying the other papers.
 - 5. When reference is made to previous correspondence the date:
 thereof should be given.

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Form 7-5232 Reprint Sept., 1916

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

		El Paso, Sexes, March 15				
				0 88800	,	1910
Project Manager to		ctor and C	hief Eng	gineer 📜		
Subject: Forwardin	Quitole g			Sence es	4 411 (2)	6 •
Agrocation dated St	way 25,	1910	-	Rio Orez	2 0 1	Project.
Executed by	s. Pitte	and Esto	Da Val	218to.		
WISE To United Sta	ton of Am	orten.				
Estimated amount i	nvolved,	3 0	(See Gun'l Orde	r N -, 124)		
Purpose of agreeme		nation of	rlent o	? way 80	? 8 6003	es drat
	4 					
				100		

City and the copy of the second . (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Peso, Texes,

at Blace, ferm. District Comment of the approval of the above. inole.: Orig. quiteleis écoi. sale as to title. Muoprint.

Project Espacer.

(The blanks below to be filled in the Washington Office.) National Association by:

Date of Equation ecoptense:

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

INSTRUCTIONS.

- 1. This form is devised to render unnecessary the writing in the Washington office and in the field of various routine leighters in reference to contracts.
- will transmit one sopy of this form in excess of the number of offices which are to be advised of approvation for example, in the usual case where the project manager and Chief of Construction are to be advised, three copies should be sent to the Washington office.
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- 5. When reference is made to previous correspondence the dates thereof should be given.

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Form 7-523t Republi Sept., 1916

DEPARTMENT OF THE INTERIOR UNITED STATES REGLAMATION SERVICE

	Pato, Sames, March 18 , 1918
Project Manager to the Director an	d Ohief Engineer (Manually Skins
ubject: Forwarding	for cooptenes and filing.
xecuted by Ecasy S. Fitte and Ki	
pp To Valted States of America.	
stimated amount involved, \$ 0	(See Gen I Order No. 124)
urpose of agreement:	of right of vay for Summand trais
and transmitted.)	Strike out if no
Advise Chief of Construction,	Denver, Colorado, and Project
nd District Commonly	21 feet, feman.
the approval of the above. cls.: Orig. cuiteless food. Cortificate as to title.	l M Lesson
Republic.	(Signature.) Project Hanager.
(The blanks below to be filled	in the Washington Office)

implication with vector particular

Date of May town acceptance:

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

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instructions.

- 1. This form is devised to render unnecessary the writing in the Washington office and in the field of various routine letters in reference to contracts.
- 2. The project or other office where the contract originates will transmit one copy of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the project manager and Chief of Construction are to be advised, three copies should be sent to the Washington office.
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- 5. When reference is made to previous correspondence the dates thereof should be given.

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Form 7-523t Reprint Sept., 1916

DEPARTMENT OF THE INTERIO UNITED STATES RECLAMATION SERVICE

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P:	roject Manager to	the Direc	otor and	d Chief	Engin	GOT CO	
		/maaaaaa	to dock	der ee	e and the	200 ag	S124mo

Subject: Forwarding

1000 dated Jennary 28, 1926 Mis Grando Project.

Executed by Eccey S. Pitte and Lete De Val Pitte.

WEEK to United States of America.

Estimated amount involved, \$ 9

(See Gen'l Order No. 124)

Purpose of agreement:
(See instructions on back, Pars. 4 and 5)

location of right of way for Senesse drain.

bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project

Manager at
District Council

El Pago, Texas.

of the approval of the above.

), |s 1.46808

Cortificate as to title.

(Signature.)
Prologo Managero

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

Date of Spirotes acceptances

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

6--6E

instructions.

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 - 5. When reference is made to previous correspondence the dates thereof should be given.

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Service and Annahaming 20 2.41

CERTIFICATE.

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

A tract of land in the NW: NW: sec. 23, T 28 S. R 3 E. United States Reclamation Service Survey, 31 Paso County, Texas, more particularly bounded and described in quitelaim deed dated January 25, 1918, running from Henry S. Pitts and Kate Du Val Pitts to the United States of America:

That the property was recently obtained on a judgment out of proceedings to segregate this land (said judgment being given after tax records for the past year were made up); that the record of judgment indicates Henry S. Pitts, the reputed owner, to be the actual owner; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

Clerk.

El Paso. Texas. March 15, 1918.

MAR19'13 80333

DEPARTMENT OF THE INTERIOR

U. S. RECLAMATION SERVICE

RIO GRANDE PROJECT NM TEX

MESILLA VALLEY DRAINAGE

NEME XAS DRAIN

RIGHT OF WAY

PIELD WORK DA

RABYN REEWS.

EL Rose, Perso, Pet. 7, 1916.

The County Clerk,

Deer Sir.

Please record quit elaim deed herewith executed by Henry S. Pitts et ux to the United States for right of way - Newscas Brain - and dated January 25, 1918. Same will be called for in the time. Yesy truly yours,

Appt. District Counsel.

John L. Dryer/ Alterney at Law Suite 505 First Nath Bank Bldg. El Paso, Texas S Rectametion Service RECEIVED FEB 7 1918 EL PASO, TEXAS.

OGWAN JONES

February 6, 1918.

Redlamation Service, Mills Bldg., El Paso, Texas.

Gentlemen:

I hand to you Quit Claim Deed from Mr. and Mrs. Pitts to the United States of America, for right of way for drainage ditch.

While the deed specifies point at which bridge is to be constructed, yet at the same time it might be advisable to change the location of the bridge, and if you would have Mr. Cauble, who is renting this land, call upon me in company with your Superintendent I would be pleased to confer with them. However, if this is impracticable and not convenient, you can construct bridge as indicated in the deed.

Yours emperely

D.W.

Enclose:

Deed

Bridge Solt

(b)

" Ladrander for in #750 TV DEPARTMENT OF THE INTERI UNITED STATES REGLAMATION SERVICE HINGTON, D. C. From grain Director em Project Manager, El Paso, Tax. Subject: Quitclaim deed with Henry 3. Pitts and Kots Du Val Pitts . dated Jan. 25, 1918, for right of way for Nemouns Orein. The above mentioned deed with attached papers, transmitted by your form letter of March 15, 1918, is returned herewith. 2. In accordance with instructions at page 295 of the manual, advance authority should have been produced before entering into any agreement for the construction of a structure over a govern al except where the same is under a revocable license. Rep letter of March 7, 1918 is being made by a separate latter. 3. It is noted that this deed contains a provision that the United States will construct and maintain a bridge at a pertain lo sation on the Humanas Drain. Such a provision is obviously Ampen se it creates an interest which attaches to the land and places the United Itates a permanent obligation to maintain this bridge at the location described in the deed no matter what conditions may arise in the future. It is also noted that the said deed has been recorded at the it does not appear to have been examined or approved by the plateint Counsel. You should endeavor to read some agreement with the W whereby the United States will agree to construct the bridge, the dor to maintain the same and be responsible for any liabilities out of its maintenance. The United States should also rece to remove the bridge or to move it to another location 10 4 become recessary. If such an agreement with the weather can be it should be recorded so as to entreet the provision contained recorded deed.

Missin Au, IMIN

Art Birector entertainment

Project Manager, El Paso, Tex.

uitelaim deed with Henry . Pitts and Kote Da Val Pitts, dated Jan. 25, 1918, for right of way for Memerus Spois.

- The above mentioned deed with attached papers, transmitted by your form latter of March 15, 1916, is returned heroutiful.
- ?. In menordance with instructions at page 20% of the parently advance authority should be so been presented before actualing into any agreement for the construction of a structure star a granteent and all except where the same is under a revocable linears. Nolly to peak letter of Varch 7, 1918 is being made by a separate letter.
- 5. It is noted that this deed contains a provision that the United tates will construct and scintain a bridge at a contain lacetion on the Newsons brain. Lish a provision is stockedly improper as it creates an interest which attaches to the land and places on the United tates a permanent obligation to maintain this bridge at the location described in the deed so matter what conditions may arise in the future.
- 4. It is also noted to the said deed has been recorded althous it does not appear to have been exclined or a proved by the district Counsel.
- 5. You should endeavor to reach some apparents with the profit shorted by the United States will agree to sometreet the bridge, the same for to maintain the same and be responsible for my limitities or the out of its maintenance. The United States should also reserve the price to come the bridge or to move it to mather important if this should become measurery. If such as apprecent sit the master can be recorded to us to correct the provision contained to the recorded door.

Copy to D. C., El Paso, Tex.

*

Hoodley: There is not property assessed to Harry O. Patts and more los con les provided to him. Do your brown any thing about the protection of him Coldinge . Harvey Real from a Judgment. Harley Fred

Porma 7-523t Reprint Sept., 1916

Date of approval

DEPARTMENT OF THE INTERIOR UNITED STATES REGLAMATION SERVICE

e Director and	Chief Engineer (
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197 es, 1920		MO Project
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of Accress.		
olved, S O	(See Gen'll Order No. 1M)	
	of right of way fo	n: Sanawa Ata
	(SAMPLE /SAMPLE	out if no
Construction,	Denver, Colorado,	and Project
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	, M. Pese, Tossa	•
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	22-20-	
	Oonstruction.	Pitts on Into De Val Pitts, of Assertance lved, \$ 9 (See Gurl Order No.190) Dematica of right of way for Construction, Denver, Colorado, Passo, Ferros, a above. a above. a bove. a bove. a bove. a bove. a bove.

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

- 1. This form is devised to render numerosatry the writing in the Washington office and in the field of various position leteters in reference to contracts.
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- 4. Any special matter or information relative to the contract too long to write on the form should be set out in a statement or certificate accompanying the other papers.
- 5. When reference is made to previous correspondence the dates thereof should be given.

THE STATE OF TEXAS, O COUNTY OF EL PASO.

KNOW ALL HEN BY THESE PRESENTS: THAT WE, Henry S. Pitts and Kate Duval Pitts, husband & wife, of the County of _, State of Rhode Island, for and in consideration of the sum of One (\$1.00) Dollars, and other considerations, to _ 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, its successors and assigns all _ 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 situated in the Northwest quarter of the Northwest quarter N.W.1 N.W.1 Section twenty three (23), Township twenty eight (28) South, Range three (3) East, U.S.R.S. Survey, being described and bounded as follows, Beginning at the South west corner a point common to the property line between Vendor and W. H. Bingaman and the West right of way line of the Nemexas Drain, from which the Northwest corner of said Section twenty three (23) bears North 34° 22' West 1383.8 feet, running thence North 0° 08' West 989.1 feet to a point on the property line between Vendor and the El Canutillo Land and Townsite Company, from which point the Northwest corner of Section twenty three

(23) bears North 78° 53' West 793.3 feet running thence along the property line between Vendor and said El Canutillo Land and Townsite Company, North 89° 55' East 175.6; thence South 6° 45' West 296.8 feet; thence South 0° 08' East 694 feet to a point common to property line between Vendor and W. H. Bingaman; thence along the property line between Vendor and said W. H. Bingaman North 89° 49' West 140 feet to point of beginning; containing three and thirty hundredths (3.30) acres more or less.

It is understood and is a condition of this deed that there shall be construed and maintained by, and at the expense of, the United States, and its successors in control of the Rio Grande project, a standard farm bridge across the Nemexas Drain at a point 495 feet South 0° 08' East from; point of beginning of above described tract.

And that work upon the construction of said bridge shall commence immediately after the excavation of said Drain at the point indicated and shall be prosecuted diligently until completed.

TO HAVE AND TO HOLD all _ right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said UNITED STATES OF AMERICA, its successors, _ assigns forever.

WITNESS our hands this the 25th day of Jany. A. D. 1918.

Witnesses at Request of Grantor:

Hendy S. Pitts,

J. Invin Burgett,

Kate DuVal Pitts,

COUNTY OF MOBILE. | BEFORE ME, J. Irwin Burgett, a Hotary Public in and for ___ County ___, on this day personally appeared Henry S. Pitts, known to me to be the person whose name is 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 2nd day of February, A.D.

(Notarial Seal)

1918.

-J.-Irwin Burgett, Notary Public, County of Mobile, State of Alabama.

COUNTY OF MOBILE. BEFORE ME, J. Irwin Burgett, a Motary Public in and for _ County _ on this day personally appeared Kate DuVal Pitts, wife of Henry S. Pitts, 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 Kate DuVal Pitts, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 2nd day of February A.D.1918

(Notarial Seal)

J. Irwin Burgett, Notary Public, County of Mobile, State of Alabama.

Filed for Record February 8, 1918, at 8:12 A.M. W. D. Greet County Clerk, And Recorded February 15, 1918, at 11:39 A.M. By J. Woodond Deputy.

* * *