

324

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, March 15, 1918

Project Manager to the Director and Chief Engineer (~~throughout~~)

Subject: Forwarding ~~master copy of~~ Quitclaim deed for acceptance and filing.

~~Agreement~~ Deed dated January 25, 1918 Rio Grande Project.

Executed by Henry S. Pitts and Kate Du Val Pitts.

~~Work~~ To United States of America.

Estimated amount involved, \$ 0 (See Gen'l Order No. 124)

Purpose of agreement: Donation of right of way for Hemexas drain.  
(See instructions on back, Para. 4 and 5)

*Handwritten notes:*  
Land & Survey  
Vedget  
See file

~~Original bond must accompany deed.~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas,

and District Counsel at El Paso, Texas, of the approval of the above.

incls.: Orig. quitclaim deed.  
Certificate as to title.  
Blueprint.

*R. W. Lawrence*  
(Signature)  
Project Manager.

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

Approved by: Accepted by:

Date of approval: Acceptance:

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

MAR 19 '18 863



### 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.

3. The Chief of Construction will make proper notation 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 dates thereof should be given.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, March 15, 1910

Project Manager to the Director and Chief Engineer (~~Minneapolis~~  
~~Construction~~)

Subject: Forwarding ~~agreement for approval.~~ **Cutlain deed for acceptance and filing.**

~~Deed~~ **Deed** dated **January 25, 1910** **Rio Grande** Project.

Executed by **Henry S. Pitts and Kate Du Val Pitts.**

~~was~~ **To United States of America.**

Estimated amount involved, \$ **0** (See Gen'l Order No. 124)

Purpose of agreement: **Donation of right of way for Mexican drain.**  
(See instructions on back, Para. 4 and 5)

~~Original and one copy of same retained.~~ (Strike out if no  
bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project  
Manager at El Paso, Texas.

and District Counsel at El Paso, Texas.  
of the approval of the above.

Inclos.: **Orig. cutlain deed.**  
**Certificate as to title.**  
**Blueprint.**

**L. M. LASSON**  
(Signature.)  
**Project Manager.**

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

~~Accepted by:~~ **Accepted by:**

~~Date of acceptance:~~ **Date of acceptance:**

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



**INSTRUCTIONS.**

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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 notation 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.

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DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, March 18, 1916

Project Manager to the Director and Chief Engineer ~~(Strike out)~~

Subject: Forwarding ~~\_\_\_\_\_~~ **Cutlain deed for acceptance and filing.**

~~\_\_\_\_\_~~ **Deed** dated **January 15, 1916** **Rio Grande** Project.

Executed by **Henry S. Pitts and Kate Du Val Pitts.**

~~\_\_\_\_\_~~ **To United States of America.**

Estimated amount involved, \$ **0** (See Gen'l Order No. 124)

Purpose of agreement: **Donation of right of way for Sweeney drain.**  
(See instructions on back, Para. 4 and 5)

~~Original and one copy of \_\_\_\_\_~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas,

and District Council at El Paso, Texas.  
of the approval of the above.

Incls.: **Orig. cutlain deed.**  
**Certificate as to title.**  
**Blueprint.**

I. M. LARSON  
(Signature.)  
**Project Manager.**

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

~~\_\_\_\_\_~~ **Accepted by:**

~~\_\_\_\_\_~~ **Date of approval acceptance:**

**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 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.
3. The Chief of Construction will make proper notation 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 dates thereof should be given.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, March 15, 1916

Project Manager to the Director and Chief Engineer ~~(Washington Office)~~  
~~Washington Office~~

Subject: Forwarding ~~Washington Office Approval~~ **Quitclaim deed for acceptance and filing.**

~~Deed~~ **Deed** dated **January 26, 1916** **Rio Grande** Project.

Executed by **Henry S. Pitts and Kate In Val Pitts.**

**with** to United States of America.

Estimated amount involved, \$ **0** (See Gen'l Order No. 120)

Purpose of agreement: **Location of right of way for Sewerage drain.**  
(See instructions on back, Para. 4 and 5)

~~Original and one copy of bond hereon.~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas,

and District Council at El Paso, Texas.

of the approval of the above.

Inclos.: **Orig. quitclaim deed.**  
**Certificates as to title.**  
**Blueprint.**

**L M LAWSON**  
(Signature)  
**Project Manager.**

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

~~Approved by~~ **Accepted by:**

Date of ~~approval~~ **acceptance:**

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 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 officers 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 notation 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 dates thereof should be given.



CERTIFICATE.

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

A tract of land in the NW $\frac{1}{4}$  NW $\frac{1}{4}$  sec. 23, T 28 S, R 3 E, United States Reclamation Service Survey, El Paso County, Texas, more particularly bounded and described in quitclaim 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.

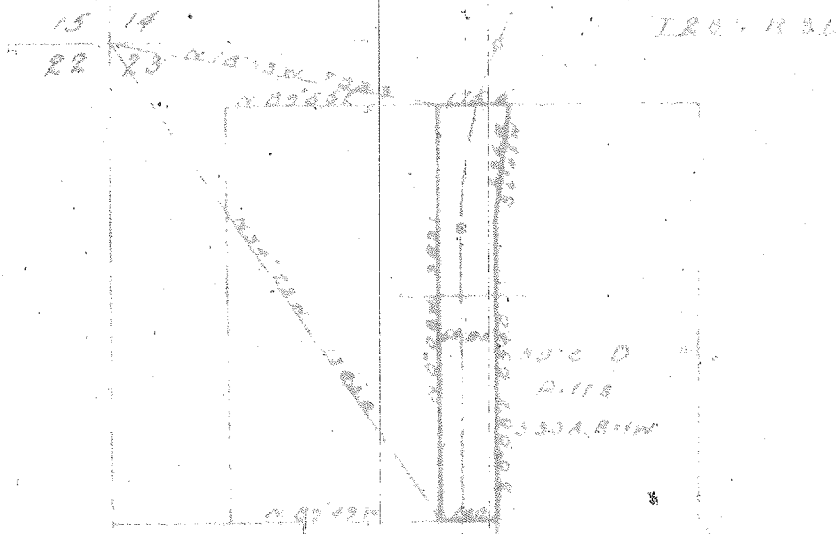
C. A. Harvey

Clerk.

El Paso, Texas.  
March 15, 1918.

MAR 19 '18 80333

CONVEYANCE OF LAND TO THE STATE OF TEXAS



Area of 3700

15566 17 228  
 DEPARTMENT OF THE INTERIOR  
 U. S. RECLAMATION SERVICE  
 RIO GRANDE PROJECT NM TEX  
 MESILLA VALLEY DRAINAGE  
 NEMEXAS DRAIN  
 RIGHT OF WAY  
 FIELD WORK BY  
 DRAWN BY E. H. B.  
 EL PASO - DEC 1917



El Paso, Texas, Feb. 7, 1918.

The County Clerk,

El Paso, Texas.

Dear Sir:

Please record quit claim deed herewith executed  
by Henry S. Pitts et ux to the United States for right  
of way - Menzies Drain - and dated January 25, 1918.

Same will be called for in due time.

Very truly yours,

Asst. District Counsel.

Reclamation Service  
RECEIVED  
FEB 7 1918  
EL PASO, TEXAS

*John L. Dyer*  
*Attorney at Law*  
*Suite 505 First Natl. Bank Bldg.*  
*El Paso, Texas*

©OWAN JONES

February 6, 1918.

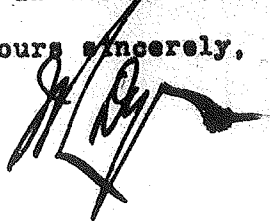
Reclamation Service,  
Mills Bldg.,  
El Paso, Texas.

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.

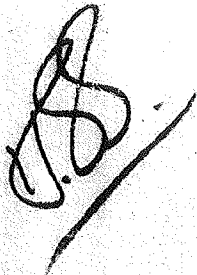
Yours sincerely,



D.W.

Enclose:  
Deed

*Bridge*





14  
Key

U. S. Department of the Interior  
RECLAMATION SERVICE  
March 26 1918

**DEPARTMENT OF THE INTERIOR**  
**UNITED STATES RECLAMATION SERVICE**  
WASHINGTON, D. C.

From *Acting* Director and Chief Engineer

To Project Manager, El Paso, Tex.

Subject: Quitclaim deed with Henry S. Pitts and Kate Du Val Pitts, dated Jan. 25, 1918, for right of way for Nemexas Drain.

1. 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 293 of the manual, advance authority should have been procured before entering into any agreement for the construction of a structure over a government canal except where the same is under a revocable license. Reply to your letter of March 7, 1918 is being made by a separate letter.
3. It is noted that this deed contains a provision that the United States will construct and maintain a bridge at a certain location on the Nemexas Drain. Such a provision is obviously improper as it creates an interest which attaches to the land and places on the United States a permanent obligation to maintain this bridge at the location described in the deed no matter what conditions may arise in the future.
4. It is also noted that the said deed has been recorded although it does not appear to have been examined or approved by the District Counsel.
5. You should endeavor to reach some agreement with the vendor whereby the United States will agree to construct the bridge, the vendor to maintain the same and be responsible for any liabilities arising out of its maintenance. The United States should also reserve the right to remove the bridge or to move it to another location if this should become necessary. If such an agreement with the vendor can be reached, it should be recorded so as to correct the provision contained in the recorded deed.

Enc.

*Will D. King*



March 28, 1918

*Art* Director ~~engineer~~

Project Manager, El Paso, Tex.

retain deed with Henry C. Pitts and Kate De Val Pitts, dated Jan. 25, 1918, for right of way for Nemaxas Drain.

1. 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 232 of the manual, advance authority should have been procured before entering into any agreement for the reconstruction of a structure over a government canal except where the same is under a revocable license. Reply to your letter of March 7, 1918 is being made by a separate letter.
3. It is noted that this deed contains a provision that the United States will construct and maintain a bridge at a certain location on the Nemaxas Drain. Such a provision is obviously improper as it creates an interest which attaches to the land and places on the United States a permanent obligation to maintain this bridge at the location described in the deed no matter what conditions may arise in the future.
4. It is also noted that the said deed has been recorded although it does not appear to have been examined or approved by the District Council.
5. You should endeavor to reach some agreement with the vendor whereby the United States will agree to construct the bridge, the vendor to maintain the same and be responsible for any liabilities arising out of its maintenance. The United States should also reserve the right to remove the bridge or to move it to another location if this should become necessary. If such an agreement with the vendor can be reached, it should be recorded so as to correct the provision contained in the recorded deed.

Enc.

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

*W. H. ...*



Hadley:

There is no property  
assessed to Henry J. Pitts  
and none has ever been  
granted to him. Do you  
know anything about  
the nature of his  
holding?

Harvey

---

Recd. from a  
judgment.

— Hadley - 1884



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, March 15, 1916

Project Manager to the Director and Chief Engineer (Management  
~~of Construction~~)

Quitclaim deed for acceptance and filing.  
Subject: Forwarding ~~Quitclaim deed~~.

~~Deed~~ Agreement dated January 25, 1915 Rio Grande Project.

Executed by Henry S. Pitts and Kate Du Val Pitts.

Wife of United States of America.

Estimated amount involved, \$ 0 (See Gen'l Order No. 154)

Purpose of agreement: Donation of right of way for Bonanza drain.  
(See instructions on back, Pars. 4 and 5)

~~Original and one copy of Quitclaim Deed.~~ (Strike out if no  
bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project  
Manager at El Paso, Texas.

And District Council at El Paso, Texas.  
of the approval of the above.

incls.: Orig. quitclaim deed.  
Certificates as to title.  
Blueprints.

I. H. LAMSON  
(Signature)  
Project Manager.

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

Approved by

Date of approval

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 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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1 0 ' 5 6

QUIT CLAIM DEED

THE STATE OF TEXAS, )  
COUNTY OF EL PASO. )

KNOW ALL MEN 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.  $\frac{1}{4}$  N.W.  $\frac{1}{4}$ ) 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



Order for the Engineering data E. W. Pitts

(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:

J. Irwin Burgett,

Henry S. Pitts,

Kate DuVal Pitts,

THE STATE OF ALABAMA, )

COUNTY OF MOBILE. )

BEFORE ME, J. Irwin Burgett, a Notary 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. 1918.

(Notarial Seal)

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

THE STATE OF ALABAMA, )

COUNTY OF MOBILE. )

BEFORE ME, J. Irwin Burgett, a Notary 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. M. Woodard* Deputy.

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