

Callaway, Emma

Dolan Spur Dream

0023-0081-0042-00

DEL RIO
LAT
WW

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 3rd day of February, 1925, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, by

Superintendent, Bureau of Reclamation, thereunto duly authorized, and subject to the approval of the proper supervisory officer thereof, and

Emma Callaway,

hereinafter styled Vendor,

of El Paso, County of El Paso, State of Texas

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient general warranty deed, (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is

h of property, situated in the County of El Paso

Correct up to Engr. Data S.M.B.

State of Texas, to wit: A tract of land lying and situate in El Paso County, Texas, and in the southeast quarter of the southeast quarter (SE 1/4) Section twenty-eight (28), Township thirty-two (32) South Range seven (7) East, Bureau of Reclamation Survey, being also within tract four (4) Block twelve (12) as shown on plat of official re-survey of the terrace front as accepted by the Commissioners Court of El Paso County, Texas, the thirteenth (13th) day of January 1925, and of record in the office of the County Clerk of said County and State being more particularly described as follows:

Beginning at an iron pipe set at the intersection of the property line between tracts 3 and 4 Block twelve (12) of said re-survey of the terrace front with the northeasterly right of way line of the Franklin Canal, thence North fourteen degrees fifty-six minutes west (N14°56'W) along the north easterly right of way line of the Franklin Canal two hundred seventy-five and seven tenths feet (275.7) to the point of intersection of said right of way line with the property line between tracts 4 and 5 of said Block twelve (12); thence North fifty-six degrees and no minutes East (N56°00'E) along the line between said tracts 4 and 5, one hundred five and eight tenths feet (105.8) to a point from which an iron pipe bears North fifty-six degrees and no minutes East (N56°00'E) two hundred seventy-six and six tenths feet (276.6); thence South fourteen degrees fifty-six minutes East (S14°56'E) two hundred seventy-four and six tenths feet (274.6) to a point on the line between said tracts 3 and 4 and from which point the east corner of said tract 3 bears North fifty-five degrees and twenty-five minutes East (N55°25'E) six hundred thirty-two and nine tenths feet (632.9); thence North fifty-five degrees and twenty-five minutes East (N55°25'E) along the line between said tracts 3 and 4 one hundred five and six tenths feet (105.6) to point of beginning, said tract of land containing sixty-three hundredths (.63) of an acre more or less all as shown on plat attached hereto and made a part hereof.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
LAND PURCHASE CONTRACT

WORLD BUREAU OF RECORDS BY THE BUREAU OF RECORDS, WASHINGTON, D. C.

Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the Vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall later be extended by the Vendor to include each instrument subsequently recorded in connection herewith, including the conveyance made pursuant to this contract: *Provided*, That if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States, and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

One Hundred fifty-seven and 80/100 ----- dollars

(\$ 157.80), by U. S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop thereon until 2/2/30 ; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of twelve months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

FEES \$ 1.00

EL PASO, TEXAS, June 16 1930

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT

No. Emma Galloway, a widow,

40688

-to-

The United States of America, - W. D.

W. D. GREET, COUNTY CLERK

XXU.S.R.S.
RETURN THIS RECEIPT

3:14 P. M.

BY Ruth Braswell DEPUTY

PIONEER ABSTRACT & GUARANTEE TITLE CO.

FEES \$ 2.50

EL PASO, TEXAS, June 16, 1930

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

No. Daisy Saenz, et, vir L.M. Saenz, et, al.

40687

-to-

Mrs. Emma Galloway,

- W. D.

W. D. GREET, COUNTY CLERK

C/7599-Emma Galloway,

3:14 P. M.

BY Ruth Braswell DEPUTY

RETURN THIS RECEIPT

PIONEER ABSTRACT & GUARANTEE TITLE CO.

Mrs. Emma Galloway
90 W. S. R. P.

EL PASO, TEXAS, 6/17 1930

INVOICE No 20448

IN ACCOUNT WITH

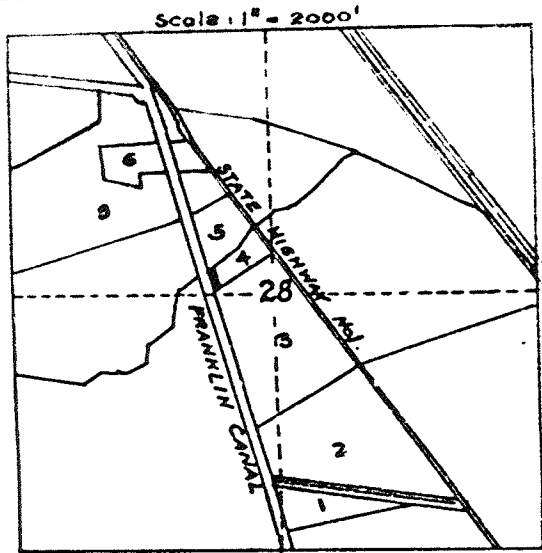
Pioneer Abstract and Guarantee Title Company

TERMS: CASH ON DELIVERY

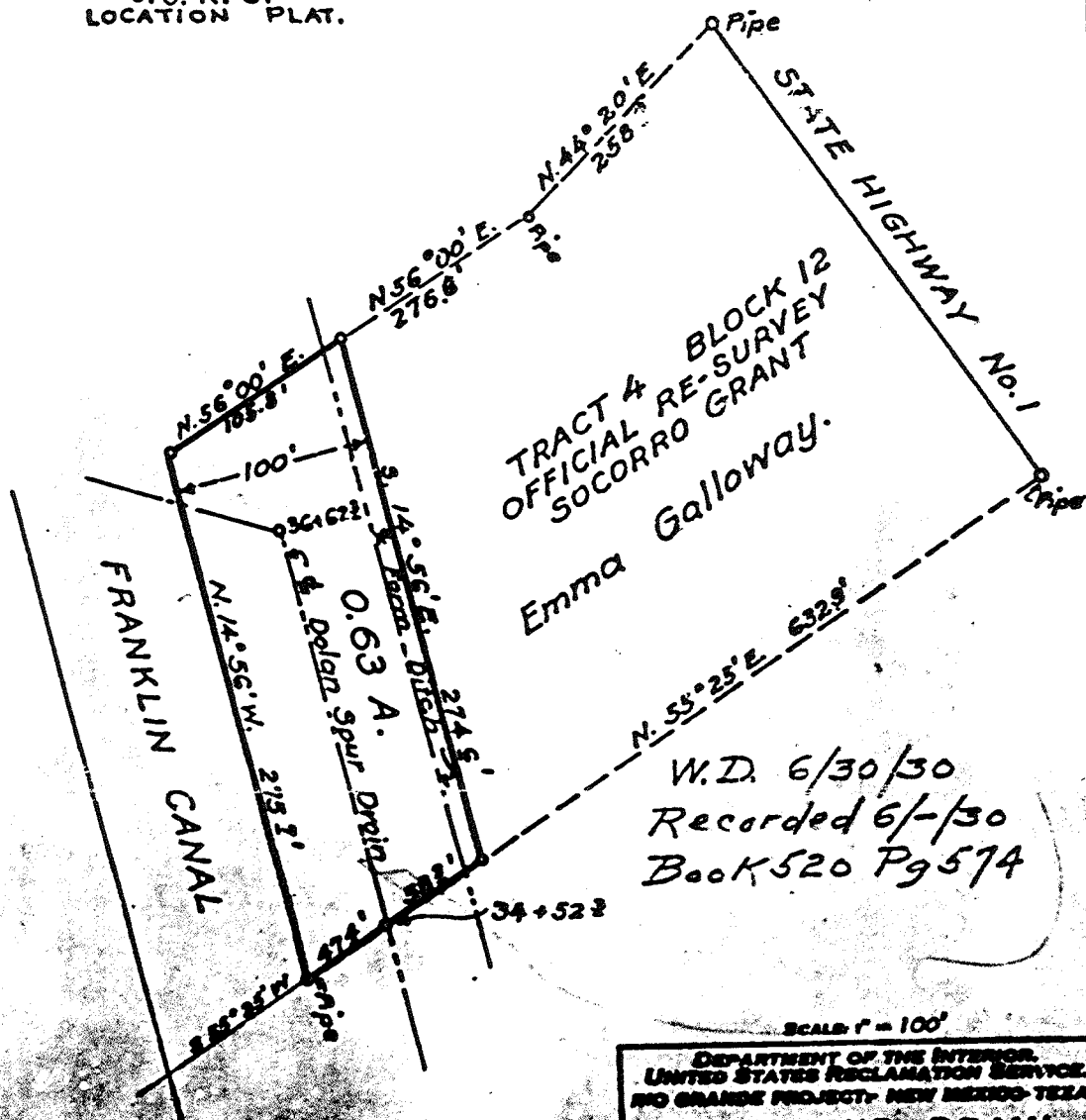
FIRST NATIONAL BANK BUILDING

PHONE MAIN 6600

ABSTRACT NO.	LOT	BLOCK	ADDITION	AMOUNT
	<u>Rec. 40687 - W.S. to Galloway</u>			<u>2.50</u>
	<u>Inst No. 40688.</u>			



Sec. 28, T. 32 S.; R. 7 E.
U.S. R. S.
LOCATION PLAT.



SCALE: 1" = 100'
 DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT - NEW MEXICO - TEXAS
DOLAN SPUR DRAIN
 EXTENSION
 RIGHT OF WAY
 FIELD WORK: E.P. CHECKED: E.W.A.
 DRAWN: A.M.A. G.A. APPROVED:
 5475 L-45 EL PASO, TEX. 1-31-30