

180 SMITH, J. J. QUITCLAIM DEED - JUAN DE HERRERA LATERAL (104)

0023-0074-0015-00

7-(15)

280

THE STATE OF TEXAS, }  
COUNTY OF EL PASO, }

Know all Men by these Presents:

THAT I, J. J. Smith, a single man

of the County of El Paso, State of Texas, for and in consideration of the sum of One and 0/100 (\$1.00) DOLLARS,

to me in hand paid by the United States of America, pursuant to the Act of June 17, 1902 (32 Stat. 388),

~~of the County of~~ ~~El Paso~~ ~~State of Texas~~, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said The United States of America and its

~~assigns~~ all my right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, State of Texas, described as follows, to-wit:

In the northeast quarter of the northeast quarter of section twenty-seven (27), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey and being also in the Yaleta Grant and included in a tract of land sixty (60) feet wide lying thirty (30) feet on each side of a center line described as follows: Beginning at Station 150 plus 87.4 of said center line, which is a point on the property line between the Grantor herein and land former owned by Jesus Dominguez, said property line bearing south 43°48'15" west, from which point the northeast corner of section twenty-seven (27) above described lies north two hundred eighteen and eight-tenths (218.8) feet and east three hundred fifty-six (356) feet; thence south 21°40'45" east four and six-tenths (4.6) feet; thence to the left along the arc of a curve tangent to the last course and having a radius of eight hundred nineteen and two-hundredths (819.02) feet a distance of two hundred twenty-five and eight-tenths (225.8) feet; thence south 37°29' east sixteen and eight-tenths (16.8) feet to station 153 plus 34.6 of said center line, which is a point on the property line between the land of the Grantor herein and P. N. Benson, from which point the northeast corner of section twenty-seven (27) lies north four hundred thirty-two and one-tenth (432.1) feet and east two hundred and thirty-three (233) feet, said last named property line bearing south 23°50' west and north 23°50' east twelve and four-tenths (12.4) feet to a concrete post; thence north 38°50' east twenty-nine (29) feet to a concrete post on the property line between Pedro Alvililar and O. N. Muster; said tract of land containing twenty-nine hundredths (0.29) acre, more or less, of which one-tenth (0.1) acre is occupied by the old Pena ditch, and the remainder, or nineteen-hundredths (0.19) acre, being outside of the old ditch lines and being the land which it is intended hereby to convey;

TO HAVE AND TO HOLD all my 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 The United States of America and its

heirs and assigns forever.

WITNESS my hand this the 31 day of December, A. D. 1918

J. J. SMITH

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.

Deputy.

By

Ellis—El Paso

THE STATE OF TEXAS, }

COUNTY OF EL PASO,

Before me, Geo. W. Hoadley, Notary Public

El Paso County, Texas, on this day personally appeared J. J. Smith

in and for

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 31st day of December, A. D. 1918

(SEAL) My com. expires June 1, 1919.

Geo. W. Hoadley,  
Notary Public.

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 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 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.

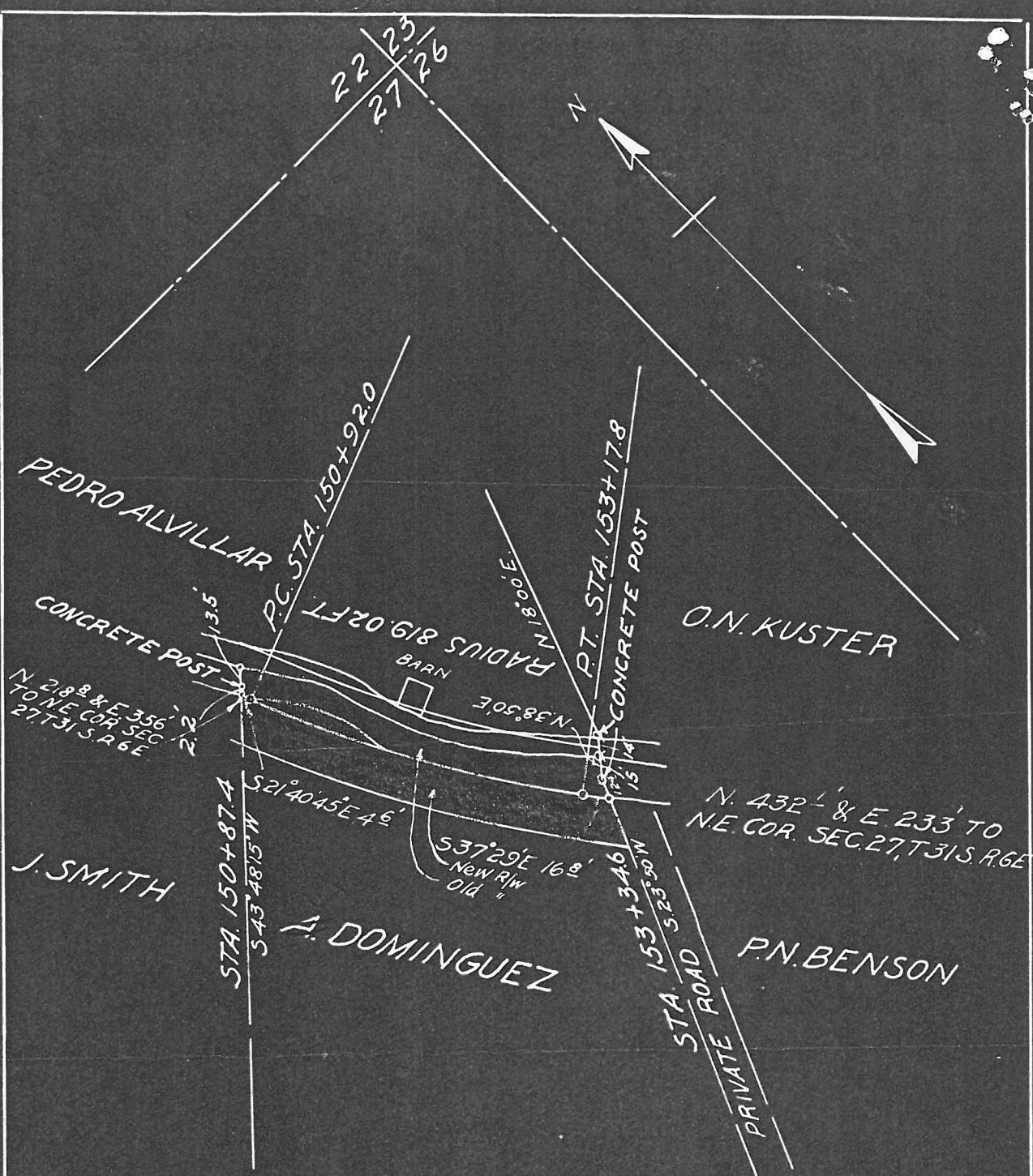
and duly recorded the 3 day of Jan., A. D. 1919, at 2:30 o'clock P. M. in the records of said County, in Volume 326, on Pages 484

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.

W. D. Greet

Clerk County Court, El Paso County, Texas.

By, Deputy.



RIGHT OF WAY  
THROUGH PROPERTY OF  
A. DOMINGUEZ  
.19 A. NEW, .10 A. OLD, TOTAL .29 A.  
IN THE N.E. ¼ N.E. ¼ SEC. 27, T. 31 S. R. 6 E

SCALE 1" = 100'

|  |                       |
|--|-----------------------|
| DEPARTMENT OF THE INTERIOR<br>UNITED STATES RECLAMATION SERVICE<br>RIOGRANDE PROJ. N.M.-TEX.<br>JUAN D'HERRERA LATERAL<br>RIGHT OF WAY |                       |
| Drawn A.O.D. Recommended   |                       |
| Checked  | Approved              |
| 897L61   | EL PASO, TEX. OCT. 17 |

El Paso, Texas, April 12, 1919.

Mr. Jesus Dominguez,  
Ysleta, Texas.

Dear Sir:

Mr. J. J. Smith was in our office this morning, and he stated he does not consider that there are any equities running between you and himself that would entitle you to an interest in the land which he has donated for canal right of way.

The facts of this case are as follows:

Under date of October 13, 1917, Andreas Dominguez and wife deeded their interest to yourself and your wife. Your contract to sell to the Government is dated December 19, 1917. Under date of May 7, 1918, you and your wife joined in a deed to J. J. Smith for the entire two acres of land, and a careful examination of the records shows that you did not except from this deed the right of way which you contracted to sell to the Government. Under date of December 31, 1918, J. J. Smith donated the same right of way to the United States.

If there was a mistake in your not reserving the Government right of way when you deeded to Smith, that is a matter that might be corrected between you and Smith. In any event we look to you to take the initiative with Mr. Smith in this matter, as it is up to you to clear the title; and the title is otherwise defective, as previously pointed out, as J. J. Smith had only a 10/16 interest in the land when he deeded to Andreas Dominguez under date of January 5, 1914. Also, as the Government now has a clear record title to this 10/16 interest, and as we understand that the other parties representing the other 6/16 interest are not asserting any rights as to the particular canal right of way, in spite of any conveyances which may now pass between yourself and Smith we are doubtful whether our Department would assent to a payment to you.

Very truly yours,

P W DENT CFH

District Counsel.

El Paso, Texas, April 10, 1919.

Mr. Jesus Dominguez,  
Ysleta, Texas.

Dear Sir:

As yet we have had no answer to our letter of March 11, except that Andreas Dominguez was in this office and stated that he did not assert any title to the land to be purchased from you.

Under date of March 21 we wrote Mr. J. J. Smith with reference to the fact of whether or not he recognized any equitable title in yourself for the interest which he has already donated to the Government. To date we have had no answer from Mr. Smith.

We are writing Mr. Smith to-day asking him to set a date when a representative of this office can meet with both you and him, either in Ysleta, or at our office, 1223 Mills Building, El Paso. Kindly endeavor to see Mr. Smith, and let us know what arrangements are best suited to both of you, and we will try to meet with you and effect some settlement. The matter must be attended to sooner or later, and perhaps the sooner the better. We wish to protect all parties in interest, but must have the co-operation of all if we are ever to reach any settlement.

Trusting we may hear from you without delay.

Very truly yours,

P W DENT CRH

District Counsel.

El Paso, Texas, April 10, 1919.

Mr. J. J. Smith,  
Ysleta, Texas.

Dear Sir:

On March 21 we wrote you in reference to the Jesus Dominguez land title, but to date have heard nothing in regard to this. We are also in correspondence with Mr. Dominguez, and, with a view to securing some kind of a settlement, we ask that you see him and set a date when a representative of this office may meet you both in Ysleta, which we shall be pleased to do. We are also making a similar request of Mr. Dominguez. If it is convenient for both of you gentlemen to call at this office, 1223 Mills Building, we will be glad to take the matter up here.

Awaiting your early reply, we are,

Very truly yours,

P W DENT CFH

District Counsel.

El Paso, Texas,  
March 21, 1919.

Mr. J. J. Smith,  
Ysleta, Texas.

Dear Sir:

This office has been examining title to the land which you donated for the Juan d'Herrera lateral and we find that the record title now shows the ten-sixteenths interest in this land in Andreas Dominguez and the other six-sixteenths in Mrs. W. H. Smith, Otto O. Smith and Mrs. O. C. Huffman.

Jesus Dominguez is asserting the title to this land; Andreas Dominguez claims no interest whatever; and we understand from Mr. Hoadley that you asserted an interest - either a full interest or a ten-sixteenths interest - and by reason thereof gave the donation deed to the Government. All of the matters stated in this paragraph not, however, being of record.

Please advise if there is a conveyance running to you for this land of date subsequent to the date when you conveyed to Andreas Dominguez. Also please advise if you know of any conveyance from Andreas to Jesus Dominguez.

Thanking you for past courtesies and trusting that you may be able to favor us with the information now asked for, we are,

Yours very truly,

P.W.DRETT  
By C.F.Harvey

District Counsel.



El Paso, Texas,  
March 11, 1919.

Mr. Jesus Dominguez,  
Ysleta, Texas.

Dear Sir:

We have examined the title to the land which was the subject of donation deed running from J. J. Smith to the United States and which you claim was excepted from a recent conveyance running from yourself to J. J. Smith.

The following matters are with reference to the title which now stands in the name of Andreas Dominguez, the abstract of title not showing that yourself or your wife has any record title in this property.

Upon the death of a former owner of this property, W. B. Blanchard, a conveyance was made to W. H. Smith and J. J. Smith, who held jointly, J. J. Smith evidently being the son of W. H. Smith. W. H. Smith died and the property was inherited by his wife and in addition to J. J. Smith three other children, who are Otto O. Smith, Mrs. O. C. Huffman (wife of Geo. W. Huffman) and Myra M. Jones, deceased (formerly Myra M. Smith.) Subsequently J. J. Smith purchased the interest of Myra M. Jones. Thus Mrs. W. H. Smith now has a four-sixteenths interest in the land, Otto O. Smith has a one-sixteenth interest, Mrs. Huffman a one-sixteenth interest, and J. J. Smith a ten-sixteenth interest, being derived by combining his eight-sixteenths or the one-half interest which he held in the property at the time his father, W. H. Smith, died, with the one-sixteenth interest which he inherited as an heir of his father, and the one-sixteenth purchased from Myra M. Jones.

J. J. Smith subsequently conveyed to Andreas Dominguez and the record now shows the title to be ten-sixteenths in said Andreas Dominguez and six-sixteenths in Mrs. W. H. Smith, Otto O. Smith, and Mrs. O. C. Huffman, distributed as noted above.

Unless there is some conveyance (not as yet of record) running from Andreas Dominguez to yourself, it will be necessary to secure such conveyance or else we will have to deal direct

*The point is that Andreas Dominguez does not assert any title and is willing to donate to United States.*

with Andreas Dominguez. It will also be necessary for either yourself or Andreas Dominguez to secure the outstanding six-sixteenths interest vested in the heirs of W. H. Smith.

Your contract with the Government to sell this right of way calls for a consideration of \$50.00. Whether we deal with Andreas Dominguez or yourself, we would not, in view of the fact that J. J. Smith has already donated his interest, or ten-sixteenths, feel like paying you more than six-sixteenths of \$50.00, or a matter of \$18.75. However, there may be some equities in your favor which arise by reason of possible agreements between yourself and the other parties interested, and if you can make sufficient showing in regard to this feature of the case, we will be glad to take it under advisement with a view to securing for you whatever is just. This, of course, provided that title is perfected in yourself; if we deal finally with Andreas Dominguez such equitable adjustment as to amount due would apply to him. Possibly the abstract, when brought up to date, will adduce further information that will perfect title in you.

If you are the one who is justly entitled to deal with this land, this office suggests that a quitclaim deed be secured running to yourself and joined in by Andreas Dominguez, Mrs. W. H. Smith, Mrs. C. C. Huffman and Otto O. Smith. The United States will then be in a position to accept your warranty deed and make payment to you, as above stated.

Yours very truly,

P.W.Dent  
By C.F.Harvey  
District Counsel.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas,

, 19

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

Subject: Forwarding ~~contract for approval~~ **quitclaim deed for acceptance and filing**

~~Agreement~~ dated **December 31, 1918.** **Rio Grande** Project

Executed ~~on behalf of U.S.~~ by **J. J. Smith**

~~with~~ **To United States of America**

Estimated amount involved, \$ **00**

Authority No. **50-2**  
or clearing acct. **50-2**

~~Accompanied by bond and two copies.~~  
(Strike out if no bond transmitted.)

Purpose:  
(See instructions on back.)

**Donation of right of way for Juan d' Herrera Lateral**

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager  
at **El Paso, Texas** and **District Counsel,**  
at **El Paso, Texas.**

of the approval of the above

Incls. - Original deed-Certificate  
as to title - 1 blueprint

**J. J. SMITH**

Project Manager.

Denver, Colo., , 19

It is recommended that the above-described contract be approved.

Inclosures:

Chief of Construction.

Washington, D. C.,

Contract (and bond, if any,) was approved by

on

CERTIFICATE

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

A tract of land in the northeast quarter of the northeast quarter of section 27, township 31 south, range 6 east, containing 0.29 acre, more or less, in El Paso County, State of Texas, more particularly described in quitclaim deed dated December 31, 1918, running from J. J. Smith to the United States:

That the tax records of said county indicate J. J. Smith, 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.F.HARVEY

Assistant District Counsel.

El Paso, Texas,  
December 31, 1918.

CFH:T

El Paso, Texas,  
Dec. 31, 1918.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is  
quit-claim deed, dated December 31, 1918, running from  
J. J. Smith to the United States of America.

Yours very truly,

C.F. HARVEY

Enc 1. Assistant District Counsel.

~~Agreement to sell under date Dec.  
19, 1917, signed by Jesus Dominguez and  
wife.~~

Juan d' Herrera Lateral

Quitclaim signed J.J. Smith  
dated Dec. 31, 1918.

El Paso, Texas, September 25, 1918.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Contract with Jesus Dominguez and wife, dated December 19, 1917, for right of way for Juan d' Herrera laterals - Rio Grande Project.

1. Referring to the above agreement to sell, you are advised that the land involved has been conveyed to another party, who has expressed his willingness to donate the same right of way. The contract is to be considered as suspended, pending the execution of the quitclaim deed by the new owner, and unless your office is advised further, please consider the contract as of no further effect. This office is now negotiating the quitclaim deed from the new owner.

L M LAWSON

Copy to Chief of Construction,  
Denver, Colo.

El Paso, Texas, August 16, 1918.

Mr. Jesus Domonguez,  
311 Kieth Street,  
Los Angeles, Cal.

Dear Sir:

Examination has been made of abstract of the land which it is proposed to convey to the United States under contract dated December 19, 1917, and we find the following:

The title comes down to one W. H. Smith and J. J. Smith as owners each of a one-half interest. W. H. Smith died in 1894, leaving his interest in the land to his wife and four children, one of whom was J. J. Smith, presumably his co-tenant. The latter purchased the interest of one of his co-heirs on June 26, 1909, and this, with his own interest which he originally held and his interest inherited by him as one of the heirs (a child) of W. H. Smith, deceased, gave him a ten-sixteenths interest in the land. The other two heirs appear to be Otto O. Smith and Mrs. O. C. Huffman. Subsequently, on January 5, 1914, J. J. Smith conveyed the two-acre tract covered by the abstract of title to one Andres Dominguez. Here the record title stops and there does not appear to be any conveyance from Andres Dominguez to yourself.

You must show that you have obtained the interest of Mrs. C. M. Smith, who is the widow of W. H. Smith; the interest of the two heirs of the Smith Estate not purchased by J. J. Smith, which heirs, as noted above, are Otto O. Smith and Mrs. O. C. Huffman; all of which interests never passed to Andres Dominguez; and that you have obtained the interest of Andres Dominguez, which passed from J. J. Smith but which has not, so far as the record discloses, passed from Dominguez to yourself.

It would be well for you to write us fully in regard to the above, or, better, have your representative, preferably an attorney, call at our office with a view to furnishing such information as will clear up this title. We should be put in touch with the persons who may have to execute instruments of conveyance or affidavits necessary to accomplish this.

All taxes on the land must, of course, be paid before the United States can accept your title. This matter will receive examination before the deed running from yourself is accepted, but it is now called to your attention in order that you may pay any outstanding taxes and thus facilitate

2.

closing the transaction.

Your early reply to the above will hasten payment of the amount due you.

Very truly yours,

C F HARVEY

Assistant District Counsel.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

Los Angeles, Cal.,

Aug. 13, 1918.

District Counsel Edwin H. Peery,

To District Counsel P. W. Dent, El Paso, Texas.

Subject: Purchase of land from Jesus Dominguez and wife,  
for the United States- Rio Grande Project,  
N. Mexico, Tex.

1. I have examined the abstract furnished in connection with the proposed purchase of a strip or parcel of land containing .29 of an acre, of which .1 of an acre is occupied by the Pena Ditch, and owned by the United States; which parcel the United States is proceeding to acquire, in pursuance of an agreement dated Dec. 19, 1917, with Jesus Dominguez and Mandy S. Dominguez, his wife, for a consideration of \$50.

The tract is described as situated in El Paso County, Texas, in the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Sec. 27, Town. 31 South, of Range 6 East, T. R. P. M. of the United States Reclamation Service survey, and within the limits of the Ysleta Grant, lying on the West of the center line of said Pena Ditch, "and included in a tract of land 60 feet wide, lying 30 feet on each side of a center line described".

2. It is noted that while the description says that the tract to be conveyed lies West of the center line, a blue print accompanying the papers indicates that a portion of the land embraced in the agreement lies to the easterly of said center line. It is probably intended to embrace in the agreement all of the land within said sixty foot strip, excepting therefrom only the right of way of the Pena Ditch. This would include a full title to the land outside the right of way of the Pena Ditch, and the title to the land occupied by said ditch, subject to the right of way mentioned.

3. The abstract is prepared by the Pioneer Abstract Co. (No. 15066), and is brought down to April 23, 1918. It covers a tract containing 2 acres. Presumably the property to be purchased is taken from this tract. In drawing the deed the description should be tied in in such manner as to identify the tract to be conveyed as a part of the tract covered by the abstract.

4. Upon examination of the abstract it appears that the 2 acre tract referred to is a part of a larger tract

*Refer to  
County maps  
for Dominguez grant within said strip to  
Denton draw land  
to "me ludo" land*

of about 30 acres conveyed by the Corporation of the Town of Ysleta to W. B. Blanchard, Nov. 1, 1872 (abstract Entry No. 4); said Blanchard died and the property was sold under administration proceedings in the matter of his estate, to W. H. Smith and J. J. Smith Dec. 31, 1886 (Abstract No. 9).

5. W. H. Smith died, leaving his interest in said tract to his wife and four children, one of whom was J. J. Smith, presumably his co-tenant. The latter purchased the interest of one of his co-heirs, and with his own interest which he originally held and the interest inherited by him as one of the children of W. H. Smith, deceased, gave him ten-sixteenths interest in the premises. Afterwards, by deed of January 5, 1914 (Abstract No. 19), J. J. Smith conveyed the two acre tract covered by the abstract to Andres Dominguez, who now holds said title.

6. The remainder of the title appears from the abstract to be vested four-sixteenths in Mrs. J. M. Smith, widow of W. H. Smith, deceased, and one-sixteenth each in Otto O. Smith and Mrs. O. C. Huffman, wife of George W. Huffman. The government vendors do not appear to be connected with the title.

7. In order to complete the papers the location of the strip to be conveyed should be extended upon the tracing attached to the abstract, showing its location within the tract marked "A. Dominguez". This tracing shows the location of said Dominguez tract upon the larger tract originally conveyed by the Town of Ysleta to W. B. Blanchard.

8. The usual possessory certificate, of course, will be required.

9. Before closing the transaction it must appear that the vendors have obtained the outstanding interests of Andres Dominguez, Mrs. J. M. Smith, Otto O. Smith, and Mrs. O. C. Huffman.

10. When these matters have been duly attended to to your satisfaction the papers may be re-submitted for final opinion. Meanwhile it will not be necessary to extend the abstract to show complete title, provided the same otherwise appears in your opinion or by other papers submitted.

Edwin H. Peerey

El Paso, Texas, July 2, 1918.

Mr. Jesus Domingues,  
311 Kieth Street,  
Los Angeles, Cal.

Dear Sir:

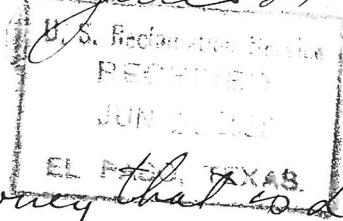
In answer to your letter of June 24 you are advised that we will proceed with the examination of your abstract as soon as possible and endeavor to make payment to you of the fifty dollars due under your contract. It is hardly possible, however, to state just when this work can be completed, as there are a good many purchases pending and the official who examines titles is not at present in El Paso.

Very truly yours,

P W DENT CPH

District Counsel.

<sup>Hoodby</sup>  
Los Angeles June 24-1918  
U. S. Reclamation Service



Gentlemen

Please may I have my money that is due me for land in Deal at Ysleta Texas It is close to J. W. Smith land Hoping I may have early Reply as I am in need for money.

I am  
Yours Truly  
Mr. Jesus Domingues  
311 Keith St.  
Los Angeles  
Calif.

Please Hand Letter to Gehlman  
that made Contract last Nov. 1917.

El Paso, Texas, May 4, 1918.

From C. F. Harvey, Clerk.

To Edwin H. Peery, District Counsel, Los Angeles.

Subject: Forwarding title papers for examination.

1. The following abstracts, with agreement to sell and blueprint for each case, are forwarded herewith for your examination:

I. G. Geal  
 J. M. Bradt  
 Luis Torres  
 Jesus Dominguez  
 Elizabeth Howington  
 Antonio Lessich  
 C. H. Cottingham

2. With the exception of the last two cases, I believe these are all new with you. The Antonio Lessich abstract was returned for the purpose of having additional land included in it, and your notes in regard to this matter are also inclosed with the abstract. The Cottingham abstract was held up awaiting decision of the New Mexico Supreme Court in the title suit, and this decision is now included in the abstract and confirms title in Cottingham. In the extension of the abstract, however, there now appears a judgment for taxes and penalties, but a representative of Cottingham's was in the office yesterday and authorized us to pay taxes and deduct same from purchase payment.

3. Reference is had to papers in the Ramon C. Gonzales purchase. Under date of April 22 we wrote Gonzales at Perry, N. Mex., stating that you had taken these papers with you to Hillsboro, and sent you copy of this letter with note at the bottom asking to be corrected if we were mistaken and stating that we would await your further advice. Have you the Gonzales papers? We do not find them here.

C. F. HARVEY

incls.

El Paso, Texas, Jan.26, 1918.

The County Clerk,  
El Paso, Texas.

Dear Sir:

Please record inclosed agreements to sell,  
dated respectively December 1 and December 19, 1917,  
Antonio Alvillar et al and Jesus Dominguez et ux, with  
the United States, for right of way Juan d'Herrera Lateral  
System.

Said agreements will be called for in due  
time.

Very truly yours,

Asst. District Counsel.

Incs.

2 Agmt. to Sell.

El Paso, Texas, Jan. 26, 1918.

Pioneer Abstract Company,  
El Paso, Texas.

Gentlemen:

Please prepare an abstract to cover land described in copy of agreement herewith, which please return with completed abstract.

Very truly yours,

Asst. District Counsel.

Inc.

Agmt. to Sell - Jesus Dominguez et ux.

Juan d'Herrera Lateral System

El Paso, Texas, Jan.26, 1918.

Mr. Jesus Dominguez,  
Ysleta, Texas.

Dear Sir:

This is to advise you that your agreement to sell certain land to the United States for right of way for Juan d'Herrera Lateral System, dated December 19, 1917, has been approved.

An abstract to cover such land has this day been ordered and when same shall have been received and title passed on, warranty deed will be mailed to you for execution . It will take from three to six months to accomplish the steps to be taken before the deed is sent to you, but if it is possible to have the abstract prepared without delay, the transaction may be closed in a less number of months.

Very truly yours,

Asst. District Counsel.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas, December 22, 1917.~~

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated **December 19, 1917.** **Rio Grande** Project.

Executed by **L. M. LAWSON, Project Manager,**

With **JESUS DOMINGUEZ and wife.**

Estimated amount involved, \$ **50.00** (See Gen'l Order No. 124)

Purpose of agreement: **Acquisition right of way - Juan d'Herrera Lateral**

Authority No. **56-1.**

Original and one copy of bond herewith. (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.

**Orig. & 3 copies contract.  
Cert. of P.M.  
Report on Land Agreement.  
Blue prints (2).**

**L. M. LAWSON,**  
(Signature.)

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

Approved by *Morris Ryan, Acting Director U.S.R.S.*

JAN 22 1918

Date of approval *1/22/18*

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

JAN-4'18 75202

Original made in the record

*Mr. Lawson - Please sign agreement before it is placed in record*

Director, Washington, for approval.  
Enc: 5 carbons in letter.  
Orig. & 2 copies cont.  
Part. of Necessity.  
Orig. report on land agreement.  
1 blue print.

F. E. Weymouth.  
Chief of Construction.

Enclosures:

1. Agreement of purchase.
2. Blue Print.
3. Abstract 15086 of the Pioneer Abstract Co.

THIS AGREEMENT, made this 19th day of December

nineteen hundred and seventeen, between JESUS DOMINGUEZ and MANDY S.

~~XXX~~ DOMINGUEZ, his wife, of El Paso

County, Texas, for themselves, their heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L. M. LAWSON, Project Manager, United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land situated in the northeast quarter of the northeast quarter (NE 1/4 NE 1/4) of Section twenty-seven (27) in Township thirty-one (31) south, Range Six (6) east of the U. S. Reclamation Service Survey, and in Ysleta (Texas) Grant; said tract being all the land lying to the right or west of the center line of the Pena Ditch, said Pena Ditch being the property of the United States, and included in a tract of land sixty feet wide lying thirty feet (30') on each side of a center line, described as follows: Beginning at Station 150+87.4 of said center line a point on the property line between Vendor and J. Smith, said property line bears S 43° 48' 15" W, from which point the northeast (NE) corner of Section twenty-seven (27), Township thirty-one (31) south, Range Six (6) east (e) lies north two hundred eighteen and eight tenths (218.8) feet and east three hundred fifty-six feet (356'); Thence South 21° 40' 45" E. four and six tenths feet (4.6'); Thence to the left along the arc of a curve tangent to the last course and having a radius of eight hundred nineteen and two hundredths feet (819.02) a distance of two hundred twenty-five and eight tenths feet (225.8); Thence south 37° 29' E. sixteen and eight tenths feet (16.8') to Station 153+34.6 of said center line, a point on the property line between Vendor and P.N. Benson, from which point the northeast (NE) corner of Section twenty-seven (27) Township thirty-one (31) South, Range Six (6) east lies north four hundred thirty-two and one tenth feet (432.1) and east two hundred thirty-three feet (233') Said property line bears south 23° 50' west and N. 23° 50' E. twelve and four tenths feet (12.4) to a concrete post; Thence N. 38° 50' E. twenty-nine feet (29') to concrete post on property line between Pedro Alvillar and O.N. Kuster. Said tract of land containing twenty-nine hundredths (.29) of an acre, more or less, of which one-tenth (1/10) of an acre is occupied by the said Pena Ditch.

The description in deed dated Oct 13 1917 running from Andreas and Gregoria Tapia Dominguez to Jesus and Mandy S. Dominguez (Book 325, p.208), is as follows:

Beginning on the north side of old depot county road on the west side of an entrance; thence north 21 - 45 E 112 varas along said entrance to acequia Querez; thence north 41 W 35-5/10 varas; N 26 - 05 W 48 varas along said acequia to NW corner of this survey; thence S 44 15 W 130 varas to old depot county road; thence S 44 15 W 130 varas to old depot county road; thence S 45 45 E 120 varas along said road to place of beginning, and contains two (2) acres, more or less.

Same parties grantees above, grantors, and same land description, running to J. J. Smith. \$400 consideration. Deed dated May 7, 1918 (Book 322, p. 247) No exception for right of way for canal.

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: Provided, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

~~3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.~~

3. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

4. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of Fifty 00/100

\_\_\_\_\_dollars, by U. S. Treasury warrant or disbursing officer's check.

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

6. It is agreed that the vendor may retain possession of said premises until \_\_\_\_\_

January 1, 1918. \_\_\_\_\_ notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until January 1, 1918; except that the proper officers and agents of the United States may 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, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

7. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of twenty-four months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

8. 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., 1109).

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

Witnesses:

9 Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

of *Geo. W. [Signature]* For and on behalf of the United States.

STATE OF COLO  
COUNTY OF IT

I, Fessie B. [Signature] Notary Public

and for the purpose, in the State aforesaid, do hereby certify that Geo. W. [Signature] personally known to me to be the person whose name is subscribed to the foregoing instrument of writing, and after being sworn by me stated on oath that he saw JESUS [Signature] and MARY [Signature], the persons who executed the foregoing instrument, describe the same, and that he had signed the same as a witness of the execution thereof, and that he had read the contents of the same and the purposes therein set forth.

I further certify that I did examine the said instrument separate and apart from the parties thereto, and upon their voluntary declaration that they executed the same for the purposes therein set forth, and that they were duly advised of their rights, and that they executed the same voluntarily and without any fraud, duress, or coercion, and that they were duly advised of the contents of the same and the purposes therein set forth.

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

Witnesses :

Geo. W. Hoadley  
of Jesus Dominguez

Jesus Dominguez

Geo. W. Hoadley  
of Mandy S. Dominguez

Mandy S. Dominguez  
Vendor.

L. M. Lawson

For and on behalf of the United States.

STATE OF Texas }  
COUNTY OF El Paso } ss:

I, Jessie E. M. Howe, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that GEO. W. HOADLEY

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

as a witness to the foregoing instrument of writing and after being duly sworn by me stated on oath that he saw JESUS DOMINGUEZ and MANDY S. DOMINGUEZ, the persons who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness of the persons who executed the same, signed, sealed, and delivered said instrument of writing as free and voluntary act for the uses and purposes therein set forth.

I further certify that I did examine the said

separate and apart from husband, and explained to the contents of the

foregoing instrument, and upon that examination declared that did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.

Given under my hand and official seal, this 24th day of December, 1917

[SEAL.]

My commission expires June 1, 1919

Approved January 22, 1918

Jessie E. M. Howe  
Notary Public in and for El Paso Co Texas

Morris Rien  
Agent

COMPARED

742

INDEXED

7276

AGREEMENT TO SELL

✓ Federal Farming Co. ✓  
Mandy S. Blomberg

TO UNITED STATES.

✓  
Hester

COUNTY OF

ss:

I hereby FILED FOR RECORD

for record in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M. 1918

at 11:35 191. o'clock

recorded in Book W. D. GREET Page No. \_\_\_\_\_ County of El Paso

By \_\_\_\_\_ Deputy

Fees, \$ \_\_\_\_\_

12/17 1  
3/18/41  
due  
po

CERTIFICATE OF RECORD

ELLIS PRINT

THE STATE OF TEXAS,  
COUNTY OF EL PASO

I, W. D. GREET, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 28 day of January, A. D. 1918, at 11:35 o'clock A. M., and duly recorded the 1 day of February, A. D. 1918, at 8:30 o'clock A. M., in the Deed

Records of said County, in Volume 918, on page 41

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

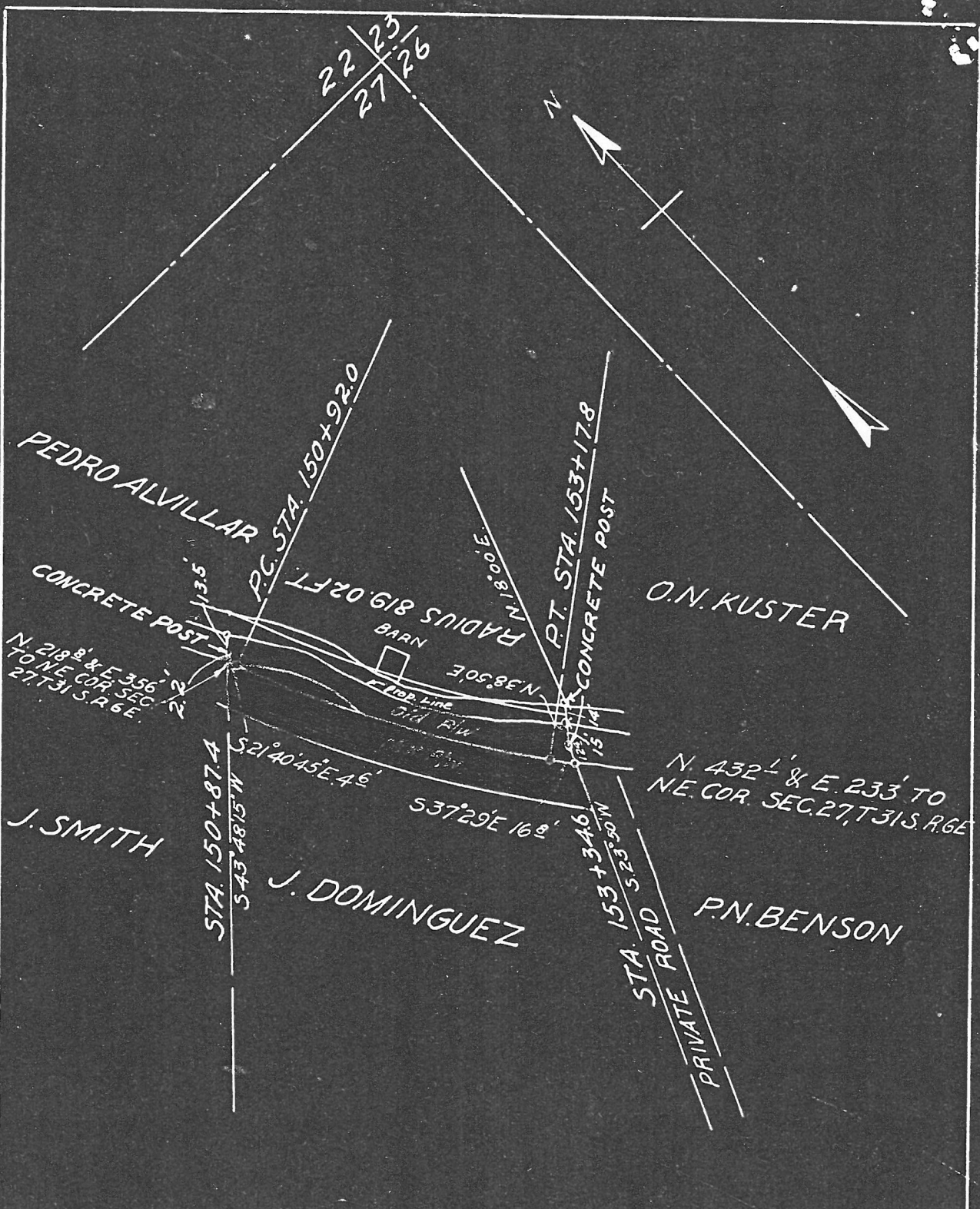
W. D. GREET,

County Clerk,

By J. M. Woodard Deputy.

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.





RIGHT OF WAY  
THROUGH PROPERTY OF  
**J. DOMINGUEZ**  
.19 A. NEW, .10 A. OLD, TOTAL .29 A.  
IN THE N.E. ¼ N.E. ¼ SEC. 27, T.31S, R.6E

SCALE 1" = 100'

|   |                       |
|---|-----------------------|
| DEPARTMENT OF THE INTERIOR<br>UNITED STATES RECLAMATION SERVICE<br>RIO GRANDE PROJ. N.M. - TEX.<br>JUAN D'HERRERA LATERAL<br>RIGHT OF WAY |                       |
| Drawn A.O.D. Recommended<br>Checked G.W.H. Approved   |                       |
| 897 L 61  | EL PASO, TEX. OCT. 17 |

1. Mailing address of each party \_\_\_\_\_

J. J. Smith Galleta Texas

Personal status of each party (married, single, widow, or widower):

single

2. List of improvements (state, as by itemized bill, how total consideration was fixed): \_\_\_\_\_

Suit Claim

3. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "Lessee", or "Lienor", and if lienor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance: \_\_\_\_\_

No mortgages or liens, Taxes Pd.

This was formerly in the name of a Dominguez

see old agreement to sell

4. Survey number of tract (if not embodied in land description): \_\_\_\_\_

Unnumbered. If not survey number if available, state item in tax records: Item (Under whose name assessed and line number in assessment book): \_\_\_\_\_: Acreage 2.09 A.:

assessed at \$ \_\_\_\_\_: Other available information: \_\_\_\_\_

5. Grantor agrees that Service may order abstract of title and make deduction therefor.  
Grantor will order abstract of title.  
Grantor states that taxes are paid to date.  
Grantor will pay taxes now unpaid.  
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes at once.  
Grantor states that land is now encumbered (as per item No. 3). and will at once take steps to remove the encumbrance.  
Grantor states that land is now encumbered (as per item No. 3), and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done grantor will have to consult personally with the lienor).

6. Cost of structures to be built by Service.