

78b

DUNNE, JOE

WARRANTY DEED
(Deed not in folder - Reference only)

181

MESA DRAIN

0023-0081-6020-00

15-(20) YEARS

78c

Book 321 p 123

GIVEN under my hand and seal of office this 28th day of June,

A. D. 1918.

(Notarial Seal)

E. M. Reed, Notary Public
El Paso County, Texas.

Filed for Record June, 28, 1918 at 4:05 P. M. by J. D. Greet, County Clerk.

And Recorded July, 2, 1918 at 3:52 P. M. by J. M. Woodard, Deputy.

THE STATE OF TEXAS)

COUNTY OF EL PASO)

KNOW ALL MEN BY THESE PRESENTS: That I, Joe Dunne, of the County of El Paso, State of Texas, in consideration of the sum of One Hundred Twenty eight and 0/100 (\$128.00) DOLLARS, to me in hand paid by The United States of America, in pursuance of the provisions of the act of June 17, 1902 (32 Stat. 388), the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America, all those certain tracts or parcels of land, these not being homestead property, lying in the County of El Paso and State of Texas and more particularly described as follows, to wit:

A tract of land approximately $3\frac{1}{2}$ miles Northwest of the town of Clint Texas, in the Northeast quarter and the Northeast quarter of the Northwest quarter of sec. 22, T. 32 S. R. 7 E., United States Reclamation Service survey, being also in Survey 67 of the Socorro Grant and more particularly bounded and described as follows: Beginning at the Southwest corner, a point common to the properties of the Grantor herein, Jose Maria Provencio, and J. M. Coker, from which point the Northeast corner of said sec. 22 bears North $69^{\circ} 15'$ West 2323.2 feet; running thence North $28^{\circ} 44'$ West 288 feet on the property line between the Grantor herein and Jose Maria Provencio and Adeline V. Carrasco; thence South $48^{\circ} 54'$ East 493.4 feet; thence South $17^{\circ} 52'$ East 276.5 feet; thence North $43^{\circ} 32'$ West 462 feet on the property line between the grantor herein and J. M. Coker to the point of beginning; said tract of land containing 1.2 acres more or less;

Also a tract of land approximately $3\frac{1}{2}$ miles Northwest of the town of Clint Texas, in the Northeast quarter of the Northwest quarter of said sec. 22 and in Survey 67 of the Socorro grant, more particularly bounded and described as follows:

Beginning at the Northwest corner, a point common to the properties of the Grantor herein, Adeline V. Carrasco, and Lamar Davis, from which point the Northwest corner of said sec. 22, bears North $62^{\circ} 55'$ West 1790.7 feet; running thence North $53^{\circ} 19'$ East 125.4 feet on the property line between the Grantor herein and Lamar Davis; thence South $40^{\circ} 22'$ East 101.7 feet; thence South $48^{\circ} 54'$ East 147.3 feet; thence North $69^{\circ} 04'$ West 303.5 feet on the property line between the Grantor and Adeline V. Carrasco to point of beginning; said tract of land containing 0.32 acre, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said The United States of America and its assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant, and forever Defend, all and singular, the said premises, unto the said The United States of America and its assigns, against every person whosoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand at El Paso, Texas, this 28th day of June,
A. D. 1918.

Joe Dunne.

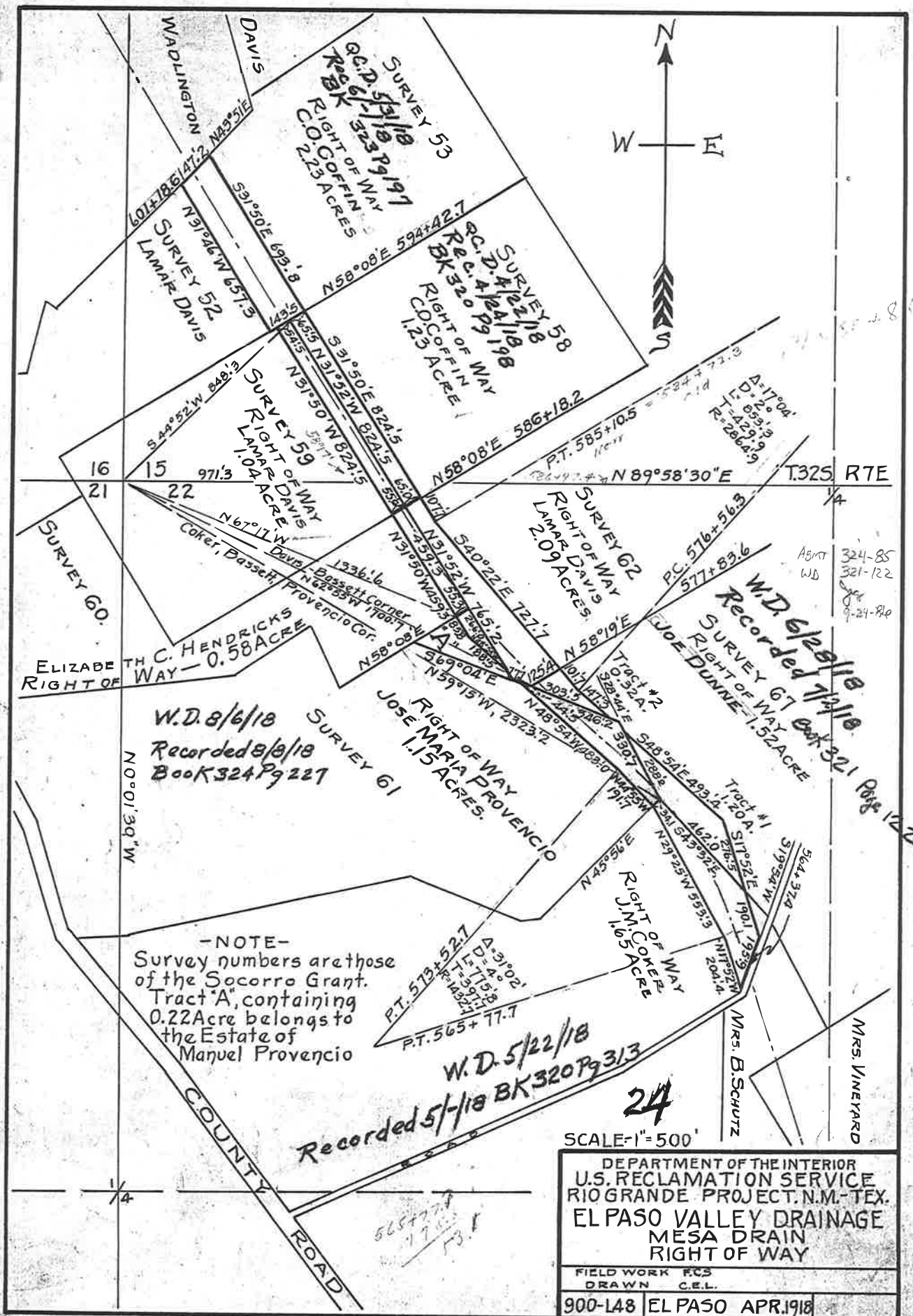
Witnesses at Request of Grantor

One 50¢ Documentary Rev. Stamp cancelled J.D. 6/28, 18.

THE STATE OF TEXAS)

COUNTY OF EL PASO.)

BEFORE ME, R. M. Reed, Notary Public in and for El Paso County, Texas, on this day personally appeared Joe Dunne, 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.



Project Manager

THIS AGREEMENT, made the 21st day of May,

nineteen hundred and eighteen, between Joe Dunne

~~XXXX~~ XXXXXX of El Paso

County, Texas, for himself, his heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L. M. Lewson, 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 approximately three and one-quarter miles northwest of the town of Clint, Texas, in the southeast quarter and the northeast quarter of the northwest quarter of section 22, T. 52 S., R. 7 E., U. S. Reclamation Service survey, being also in Survey 67 of the Socorro Grant and more particularly bounded and described as follows: Beginning at the southwest corner, a point common to the properties of the Vendor, Jose Maria Provencio, and J. M. Coker, from which point the northeast corner of said section 22 bears north 59°15' west 2,323.2 feet; running thence north 28°44' west 288 feet; on the property line between the Vendor and Jose Maria Provencio and Adeline V. Carrasco; thence south 48°54' east 493.4 feet; thence south 17°52' east 276.5 feet; thence north 43°32' west 462 feet on the property line between the Vendor and J. M. Coker, to the point of beginning; said tract of land containing 1.2 acres, more or less;

Also a tract of land approximately three and one-quarter miles northwest of the town of Clint, Texas, in the northeast quarter of the northwest quarter of said sec. 22 and said Survey 67 of the Socorro grant, more particularly bounded and described as follows: Beginning at the northwest corner, a point common to the properties of the Vendor, Adeline V. Carrasco, and Lamar Davis, from which point the northwest corner of said sec. 22 bears north 62°55' west 1,700.7 feet; running thence north 58°19' east 125.4 feet on the property line between the Vendor and Lamar Davis; thence south 40°22' east 101.7 feet; thence south 48°54' east 147.3 feet; thence north 69°04' west 303.5 feet on the property line between the Vendor and Adeline V. Carrasco to the point of beginning; said tract of land containing 0.38 acre, more or less.

Witness my hand and seal of office this 21st day of May, 1918.

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.

4. 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.

5. 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 **One hundred twenty-eight dollars**
\$128.00

.....dollars, by U. S. Treasury warrant or disbursing officer's check.

6. 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.

7. It is agreed that the vendor may retain possession of said premises until

May 31, 1918

.....notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until **May 31, 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.

8. 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.

9. 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).

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

~~June~~ May 31, 1918

191 , with

Joe Dunne

for the purchase of land required for **El Paso Valley mesa drain**

purposes,

Rio Grande Project,

El Paso

County, **Texas.**

1. State description and approximate area of land to be conveyed.

**0.32 and 1.2 acres - two tracts: SE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$
sec. 22, T 32 S, R 7 E, El Paso Co. Texas.**

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

Texas land.

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

**Joe Dunne, married; wife: Elizabeth Dunne.
El Paso, Texas.**

Land is not homestead property

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

Owner.

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

**Clause in stock-subscription contract with water users'
association provides for granting of right of way.**

6. State how much of the land is under cultivation, to what kinds of crops with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

1.2 acres cultivated to alfalfa; 0.32 acres not cultivated.

No buildings.

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

All irrigable under Rio Grande project.

8. State the selling price of similar land in the vicinity.

\$25 to \$150 per acre.

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

Drain will be of general benefit to the land.

The above is a correct statement of the information procured.

Dated **June 3, 1918**

191

(Signature) **OEO W HOADLEY**

(Title) **Field Assistant.**

In Charge of Negotiations.

Approved: **L M LAWSON**

Project Manager.

MACO STEWART
PRESIDENT

J. E. QUAID
ATTORNEY



TITLE GUARANTY

COMPANY

Offices

OF TEXAS

Houston-Dallas-Galveston-San Antonio-El Paso

El Paso, Texas,

August 15th. 1918

Mr. C. F. Harvey,
% Reclamation Service,
Mills Building,
El Paso, Texas.

Dear Sir:-

We received your inquiry concerning the Joe Dunne land.

Beg to advise that we have examined the title and are requiring Mr. Dunne to meet certain requirements. We understand that Mr. Dunne is now in California, and will not be back for ten days.

As soon as the title is put in a satisfactory condition, we will close the matter up.

With best wishes, we remain,

Yours truly,

STEWART TITLE GUARANTY CO.

By J. E. Quaid

JEQ/1.

"IT IS BETTER TO BE SAFE THAN SORRY."

El Paso, Texas, August 14, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Under date of June 27 we wrote requesting title guaranty for Joe Dunne land. We do not believe this has come to hand and are asking if there is anything further we can do to hasten the matter.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, June 28, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated June 28, 1918, running from Joe Dunne to the United States of America.

Very truly yours,

P W DEET CH

District Counsel.

incl.

El Paso, Texas, June 27, 1918.

Stewart Title Guarantee Company,

El Paso, Texas.

Gentlemen:

Inclosed is form of warranty deed which it is proposed to have Joe Dunne execute, together with a blueprint on which we have indicated by red lines the land which is to be conveyed to the United States, and which blueprint shows all the adjoining owners that you will probably find necessary to locate the land. This holding is some three and one-quarter miles northwest of Clint.

Please furnish title guaranty for this land, same to be paid for by the Reclamation Service. Also, kindly return copy of the deed and the blueprint when you have finished with them.

Very truly yours,

P W PONT CFH

District Counsel.

incls.2

El Paso, Texas, June 27, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract
dated May 31, 1918, between the United States and Joe Dunne.

Very truly yours,

P W DEEST CPH

District Counsel.

incl.

EL P VAL MESA BRIDGE

El Paso, Texas, June 27, 1918.

Mr. Joe Dunne,
708 Caples Building,
El Paso, Texas.

Dear Sir:

In accordance with your instructions left at this office on May 31, we are ordering title guaranty from the Stewart people, the same to be paid for by the Reclamation Service and the amount of this payment to be deducted from the amount due you for the sale. Your contract has been duly approved and we are to-day sending same for record. A warranty deed is inclosed which you will please execute and return as soon as possible, as it is necessary, of course, to get the deed on record before the title guaranty company can deliver their guaranty contract to us. When all papers are received again in this office, we will be in a position to pay you for

your land.

Very truly yours,

P W DENT CPH

District Counsel.

incl.

Affidavit as to Possession.

State of Texas, :
: ss.
County of El Paso, :

I, Joe Dunne do solemnly
swear that to my personal knowledge the land described in the
~~deed~~
~~contract~~ dated June 28, 1918, made be-
tween myself and the United States of America, which land is
located in Survey No. 67 of the Socorro Grant,
El Paso County, Texas, has been and is now held in actual, ex-
clusive, and continuous possession of myself and my predeces-
sors in title for a period of _____ years im-
mediately precedin and including the date of said contract,
and that no person has during any of this period held adverse
possession of said described land.

JOE DUNNE

Subscribed and sworn to before me at El Paso, Texas, this
10th day of Sept., A. D. 1918.
(SEAL)

(sgd.) Joel D. Hubbard

Notary Public In and For El
Paso County, Texas.

My commission expires
June 1, 1919.

This is to certify that upon personal inquiry made on June 28,
1918, at the office of the County Treasurer for El Paso County,
I was informed that all taxes due and payable on the above de-
scribed land were paid up to date.

C F HARVEY

Asst. District Counsel.

El Paso, Texas,
June 28, 1918.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, May 31, 1918, 19

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated, **May 31, 1918** **El Grande** Project.

Executed by **L M Lawson** Project Manager

With **Joe Runno**

Estimated amount involved, \$ **120.00** (See Reverse, Par. 3.)

Purpose of agreement: **Purchase of right of Authority No. 6-6
way needed for El Paso
Valley middle drain.**

Mesa

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.

Inclos.: **Orig. & 3 copies contract.
Certificate of recommendation.
Rept. on land agreement.
2 blueprints.**

L M LAWSON

(Signature.)

Denver, Colo., **June 7,** , 19 **18**

It is recommended that the above-described contract be approved

Inclosures:

Orig & 3 copies of contract. **Acting** Chief of Construction.
" **1-3** copies of form letters of transmittal.
" **Cert. of necessity**
" **Report on land agreement**
" **Blue print.**

Washington, D. C., **JUN 21 1918**

Contract (and bond, if any), was approved by **Morris Bix**, Acting Director

Original enclosed for record
and further appropriate action

on **JUN 21 1918**

JUN 11 18 83313 **Morris Bix, Acting Director** (over.)

10. 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 vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

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

Witnesses :

JOE DUNNE

of

Vendor.

of

L M LAWSON

For and on behalf of the United States.

of

STATE OF Texas

COUNTY OF El Paso

} ss :

I, Geo W Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Joe Dunne

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

he

signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

~~XXXXXXX~~ 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

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 31 day of May, 1918

[SEAL.]

GEO W HOADLEY

My commission expires June 1st 1919 Notary Public In and For El Paso Co Texas

Approved, 191

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated May 31, 1918, with Joe Dunne is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 383), namely, as right of way for the El Paso Valley mesa drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$128, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. LAWSON

Project Manager.

El Paso, Texas,
May 31, 1918.