

18 MOON, WM., et. ux., MARY WARRANT DEED NORTHSIDE LATERAL 151

0023-0080-0014-00

14-(14) TEXAS

78

X

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

We, William Moon and Mary Moon, his wife,

of the County of El Paso, State of Texas, in consideration of the sum of Seventy-five (\$75.00) ----- DOLLARS,

to us in hand paid by the United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 308) and acts amendatory thereof or supplementary thereto, 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

~~of the County of~~ ~~and~~ ~~of~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land approximately one (1) mile South of the Town of Socorro, El Paso County, Texas, and being also in Survey No. 168 of the Socorro Grant, in the North half of the Northwest quarter (NW1/4) of Section nineteen (19), Township thirty-two (32) South, Range seven (7) East, Bureau of Reclamation survey, and more particularly described as follows: Beginning at a point on the Southwesterly right of way line of the San Elizario-Socorro County Road, and from which point the Southeast corner of said Section nineteen (19) bears South thirty-nine (39) degrees forty-four (44) minutes three (03) seconds East, five thousand seven hundred sixty-six and three-hundredths (5766.03) feet; thence South sixty-two (62) degrees thirty-one (31) minutes thirty (30) seconds West five hundred twenty-seven and one-hundredth (527.01) feet to the Northeastly right of way line of the Franklin Feeder; thence along said Northeastly right of way line of the Franklin Feeder North thirty-five (35) degrees twenty-eight (28) minutes thirty (30) seconds West forty and thirty-nine hundredths (40.39) feet to a point from which the Northwest corner of said Section nineteen (19) bears North forty-six (46) degrees eleven (11) minutes fifty-one (51) minutes seconds East one thousand five hundred twenty-five and thirteen-hundredths (1525.13) feet; thence North sixty-two (62) degrees thirty-one (31) minutes thirty (30) seconds East five hundred thirty-two and sixty-one hundredths (532.61) feet to the hereinbefore mentioned Southwesterly right of way line of the San Elizario-Socorro County Road; thence along said right of way line of the San Elizario-Socorro County Road South twenty-seven (27) degrees thirty (30) minutes thirty (30) seconds East forty (40.0) feet to the place of beginning; said tract of land containing forty-nine hundredths (0.49) of an acre, more or less; and being the identical land described in that certain agreement to sell dated May 13, 1924, between the United States of America and Wm. Moon and Mrs. Wm. Moon, his wife, filed for record in the office of the County Clerk of El Paso County, Texas, on May 15, 1924, and recorded in volume 426 at page 113, Deed Records of El Paso County, Texas.

Correctas to Engineering Data
Date

_____, A. D. 1924
Witnesses at Request of Grantor

William Moon
Mary Moon

THE STATE OF TEXAS

COUNTY OF ^{Bexar} EL PASO

BEFORE ME,

J. F. Hair

a notary public

in and for ^{Bexar} El Paso County, Texas, on this day

personally appeared William Moon

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 23rd day of July A. D., 1924

J. F. Hair

Notary Public in and for Bexar County
Texas

THE STATE OF TEXAS

COUNTY OF EL PASO

Before me, the undersigned authority

in and for El Paso County, Texas, on this day personally appeared Mary Moon wife of

William Moon 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 Mary Moon 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 8th day of July A. D. 1924

W. T. McPherson

Notary Public, El Paso Co., Texas

THE STATE OF TEXAS

COUNTY OF EL PASO

I, _____ Clerk of the Court,

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 _____ day of _____, A. D. 19____, at _____ o'clock _____ M in the records of said County, in Volume _____ on Pages _____

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.

Clerk County Court, El Paso County, Texas.

By _____, Deputy

WARRANTY DEED

Single and Wife's Separate Acknowledgment

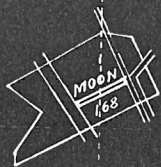
Filed for record _____ 19____

at _____ o'clock _____ M.

Clerk
County Court, El Paso County, Texas.

By _____ Deputy

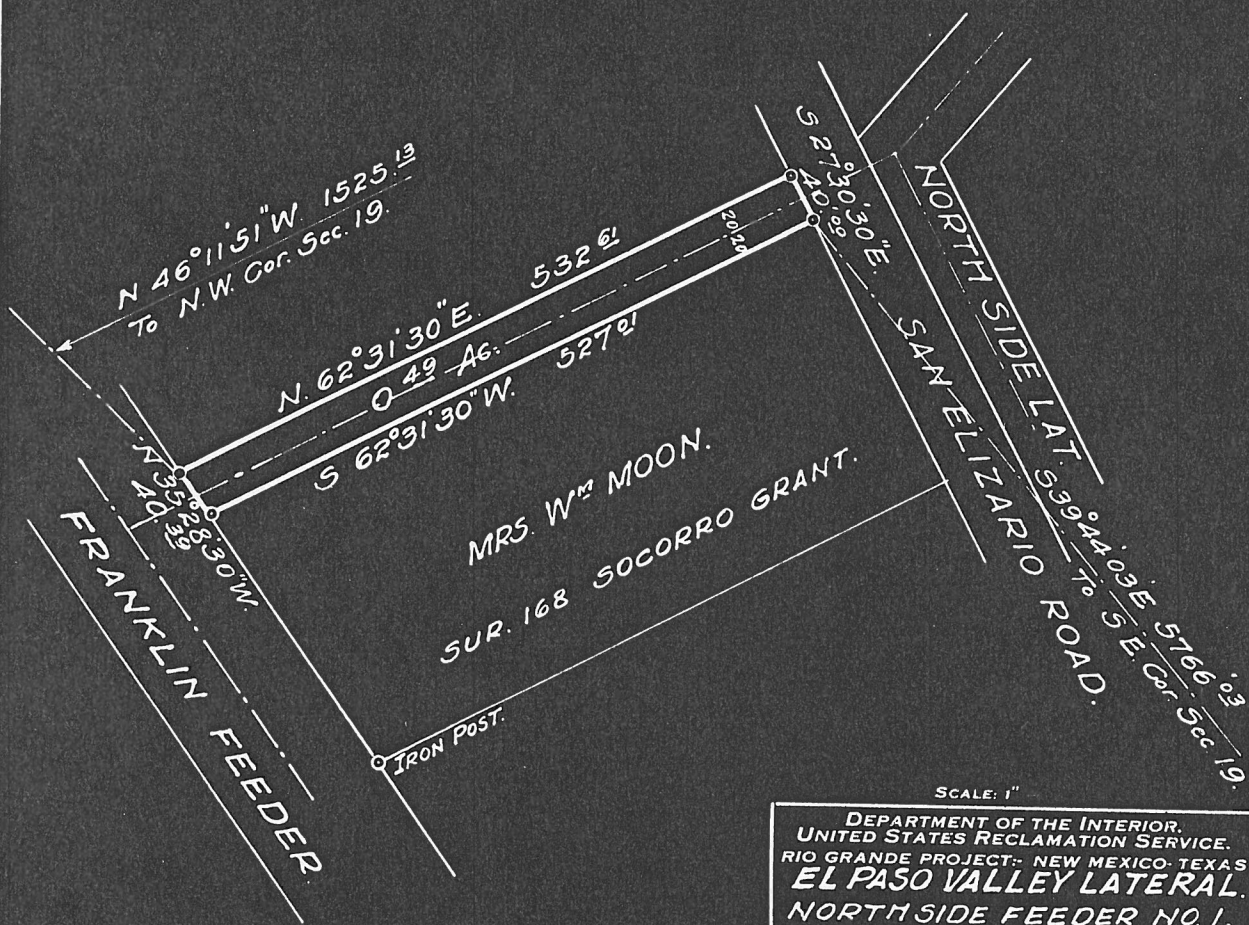
SCALE: 1" = 2000'



19.

LOCATION PLAT
S. 19 .. T. 32S., R. 7E. ..

BUREAU OF RECLAMATION SURVEY



SCALE: 1"

DEPARTMENT OF THE INTERIOR,
 UNITED STATES RECLAMATION SERVICE,
 RIO GRANDE PROJECT - NEW MEXICO, TEXAS
EL PASO VALLEY LATERAL
NORTHSIDE FEEDER NO. 1.
 RIGHT OF WAY

FIELD WORK: CHECKED: *G. W. H.*
 DRAWN: *S. H. Crittenden*, APPROVED:

1566 L43 | EL PASO, TEX., | 3/26/24.

El Paso, Texas, July 12, 1924.

Mr. William Moon,
General Delivery,
Ysleta, Texas.

Dear Sir:

It is noted that while Mr. William Moon signed the deed to the United States, apparently you did not acknowledge it before a notary public.

The deed in question is returned herewith with the request that you acknowledge it before a notary public and have the notary's acknowledgment appearing on the back of the deed properly filled out by the acknowledging officer, after which kindly return deed to this office for recordation.

Very truly yours,

J. H. Hamilton
Clerk

enc 1

El Paso, Texas, July 7, 1924.

Mr. William Moon,
General Delivery,
Yoleta, Texas.

Dear Sir:

The Pioneer Abstract and Title Co. advise that title to your property is satisfactory.

Accordingly there is transmitted herewith for execution by yourself and wife warranty deed to the United States covering the strip of land containing 0.49 of an acre. In executing this deed before a notary public will you kindly have the signatures appear the same as they are shown in the beginning of the enclosed deed; that is, "William Moon and Mary Moon".

After execution, kindly return deed to this office and as soon as certificate of title is issued by the Pioneer Abstract and Title Co. payment of the purchase price will be made to you.

Very truly yours,

J. H. Hamilton
Clerk

enc 1

Officers

JAMES G. McNARY
resident

F. M. MURCHISON
Vice-President

Z. T. WHITE
Vice-President

C. M. NEWMAN
Vice-President

N. H. GILLOT
Manager

JOHN T. GRANEY
Treasurer

A. G. FOSTER
Secretary

W. P. BIXLER
Asst. Secretary

Directors

JAMES G. McNARY

F. M. MURCHISON

Z. T. WHITE

C. M. NEWMAN

N. H. GILLOT

Legal
Department

W. W. TURNEY

W. H. BURGESS

A. H. CULWELL

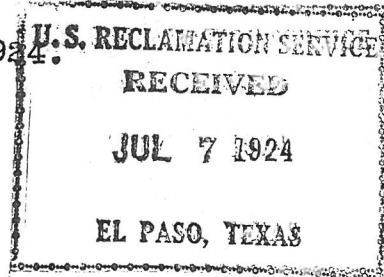
R. L. HOLLIDAY

J. M. POLLARD

Pioneer Abstract & Guarantee Title Co.

First National Bank Building

El Paso, Texas
July 5th, 1924.



United States Reclamation Service,

El Paso, Texas.

Attention: Mr. Joseph N. Beardslee,

IN RE: Moon right of way.

Gentlemen:

We are ready to issue the requested certificate of title to the Moon land upon receipt of the Deed properly executed.

Please sign the enclosed application and return with the Deed.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

By. A. G. Foster

AGF/BES

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project

El Paso, Texas,

MAY 14 1924

(Place)

(Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated May 13, 1924.

With Wm. Moon and Mrs. Wm. Moon, husband and wife,

Estimated amount involved, \$ 75.00

Authority No. 5-42G-R2

Accompanied by bond and copies.

or Clearing Acct.

(Insert "Yes" or "No" bond)

No bond

Purpose: Purchase of 0.49 of an acre of land for right of way for the North Side Feeder No. 1 Lateral

INSTRUCTIONS

Advise Project Manager at

El Paso, Texas

(Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

- Original and 4 copies of contract
- " " 2 " possessory certificate
- " " 2 " certificate of recommendation
- " " 3 " f. l. t.
- " " 2 " report on land purchase contract
- 3 blueprints

Wm. Rawson
Superintendent
(Signature)

El Paso, Texas,
(Place)

MAY 14 1924
(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by Joseph N. Beardslee

on MAY 14 1924

District Counsel,

Inclosures as follows returned to Project Manager:

6-6365

Same as above, except original contract retained for recordation, etc.

REMARKS:

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, Bureau of Reclamation, hereby certify that I have personally examined the land sought to be acquired by the United States from Wm. Moon and Mrs. Wm. Moon, husband and wife, in the North half of the Northwest quarter ($N\frac{1}{2}NW\frac{1}{4}$) of Section 19, Township 32 South, Range 7 East, Bureau of Reclamation survey, and being also located in Survey No. 168 of the Socorro Grant, El Paso County, Texas, for the Rio Grande Project, and that the said proposed Vendors were in actual, sole and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

Geo. W. Hoadley
Assistant Engineer.

El Paso, Texas, May 13, 1924.

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated May 13, 1924, with Wm. Moon and Mrs. Wm. Moon, husband and wife, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the North Side Feeder No. 1 Lateral, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$75.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson
Superintendent

El Paso, Texas, May 13, 1924.

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated May 13, 1924, with Wm. Moon and Mrs. Wm. Moon, husband and wife, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the North Side Feeder No. 1 Lateral, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$75.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson
Superintendent

El Paso, Texas, May 13, 1924.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, Bureau of Reclamation, hereby certify that I have personally examined the land sought to be acquired by the United States from Wm. Moon and Mrs. Wm. Moon, husband and wife, in the North half of the Northwest quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 19, Township 32 South, Range 7 East, Bureau of Reclamation survey, and being also located in Survey No. 168 of the Socorro Grant, El Paso County, Texas, for the Rio Grande Project, and that the said proposed Vendors were in actual, sole and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

Geo. W. Hoadley
Assistant Engineer.

El Paso, Texas, May 13, 1924.

REPORT ON LAND PURCHASE CONTRACT
(SEE PAGES 251-259, VOL. 1, OF MANUAL)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

INFORMATION relating to land purchase contract made May 13, 1924, with
Wm. Moon and Mrs. Wm. Moon, husband and wife,

1. State purpose for which the land is required.

Right of way for the North Side Feeder No. 1 Lateral

2. State description and *approximate area* of land to be conveyed.

**0.49 of an acre in the NW¹/₄ of Section 19, Township 32
South, Range 7 East, Bureau of Reclamation survey, and
being also located in Survey No. 168 of the Socorro
Grant, El Paso County, Texas**

3. 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.

**Land was never open to entry under the public land laws,
being located in a grant**

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

**Wm. Moon and Mrs. Wm. Moon, husband and wife, Ysleta,
El Paso County, State of Texas**

5. 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 such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owners are in possession. There is no tenant.

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district or other agreement.

**Land is subject to right of way by virtue of contract with
El Paso Valley Water Users' Association (now District) but as
contractor has previously donated three other rights of way, it
was decided to waive this provision in this instance.**

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT, New Mexico-Texas.

THIS AGREEMENT, made **May 13**, 19**21**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, by **L. N. Lawson, Superintendent,**

~~Project Engineer,~~ United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and

Wm. Moon and **Mrs. Wm. Moon, husband and wife,**

of **Yaleta**, County of **El Paso**, State of **Texas**,
(P. O. address.)

hereinafter styled Vendor, **their** heirs, executors, administrators, successors, and assigns. **Witnesseth:** The parties covenant and agree that,

2. For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient **General warranty**

deed convey to the United States of America free of lien or incumbrance the following-described real estate which is **in or separate** property situated in the County of **El Paso**

State of **Texas**.
A tract of land approximately one mile south of the town of Socorro, El Paso County, Texas and being also in survey Number 168, Socorro Grant and in the North half North-west Quarter (N¹/4) Section Nineteen (19), Township Thirty-two (32) South, Range Seven (7) East, Bureau of Reclamation Survey and more particularly described as follows:

Beginning at a point on the southwesterly right of way line of the San Elisario Socorro County Road whence the Southeast Corner, Section Nineteen (19) Township Thirty-two (32) South, Range Seven (7) East, Bureau of Reclamation Survey bears South Thirty-nine (39) degrees, forty four (44) minutes, three (3) seconds East, five thousand seven hundred sixty six and three hundredths (5766.03) feet, thence South sixty two (62) degrees, thirty one (31) minutes, thirty (30) seconds West, five hundred twenty seven and one hundredth (527.01) feet to the Northeastly right of way line of the Franklin Feeder, thence along said right of way line of Franklin Feeder North Thirty-five (35) degrees, twenty-eight (28) minutes, thirty (30) seconds, East, forty and thirty-nine hundredths (40.39) feet to a point from which the northwest corner of said section Nineteen (19) bears North Forty-six (46) degrees, eleven (11) minutes, fifty-one (51) seconds West one thousand five hundred twenty-five and thirteen hundredths (1525.13) feet, thence North Sixty two (62) degrees, thirty-one (31) minutes, thirty (30) seconds East, five hundred thirty-two and sixty-one hundredths (532.61) feet to the said Southwesterly Right of Way line of the San Elisario, Socorro County Road, thence

Correct as to Engineering Data
Date

along said Right of Way line of the San Elisario, Socorro County land, South twenty-seven (27) degrees, thirty (30) minutes, thirty (30) seconds East forty (40) feet to the place of beginning, containing forty-nine hundredths (.49) of an acre more or less.

~~3. In consideration of the premises the Vendor further agrees upon receipt of notice that this agreement has been approved on behalf 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.~~

4. 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.

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 the deed provided in article 2 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

Seventy-five and no/100

dollars (\$ **75.00**)

), by U. S. Treasury warrant or fiscal 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. The Vendor may retain possession of said premises until **May 15, 1924**, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until **May 15, 1924**; 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 by the proper supervisory officer of the Reclamation Service, and shall termi-

RECORDED BY THE DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MAY 15 1924

RECORDED BY THE DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MAY 15 1924

nate 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. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid: *Provided, however,* It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

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.

11. 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).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

Witnesses:

By L. N. Lawson
Superintendent, ~~Project Managers~~, U. S. R. S.

P. O. Address

Wm. Moon

Vendor.

P. O. Address

Mrs. Wm. Moon

Vendor.

P. O. Address

Vendor.

P. O. Address

P. O. Address: General Delivery,
Ysleta, Texas.

(Date)

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(D. 10)

CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF Texas,
COUNTY OF El Paso
(a) I, Geo. W. Hoadley, a Notary Public,

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in article 2 hereof.

and for said county, in the State aforesaid, do hereby certify that Wm. Moon and Mrs. Wm. Moon, husband and wife,

are personally known to me to be the person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Mrs. Wm. Moon separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 18th day of May, 1924.

Geo. W. Hoadley, Notary Public in and for El Paso County, Texas. My commission expires June 1, 1925.

COUNTY RECORDER'S CERTIFICATE.

I hereby certify that this instrument was filed for record at my office at 4:40 o'clock P. M., May 15, 1924, and is duly recorded in Vol. 426 of the Public Records of El Paso County, Texas, Page No. 113. By A. L. Osborne, County Recorder. Fees, \$72.25.

AFFIDAVIT OF DISINTERESTEDNESS.

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said or to any other person or persons, and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

Subscribed and sworn to before me at this on the 18th day of May, A. D. 1924.

My commission expires