

760 DOCKERY, T. B., et. ux., Elapm. Strander. WARRANTY DEED. 188

0000-00 82-0005-00

11-12-1900

Single Acknowledgment.

THE STATE OF TEXAS,  
COUNTY OF ~~McLennan~~

BEFORE ME,

Frank H. Weaver

A Notary Public

T. B. Dockery

on this day personally appeared

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 6th day of April A. D. 1929

Frank H. Weaver

Notary Public in and for McLennan Co. Texas

Wife's Separate Acknowledgment.

THE STATE OF TEXAS,

BEFORE ME,

Frank H. Weaver

COUNTY OF ~~McLennan~~

/McLennan/

a Notary Public

in and for ~~McLennan~~ County, Texas,

on this day personally appeared

T. B. Dockery

Elanna Streeter Dockery

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 Elanna Streeter Dockery 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 6th day of April A. D. 1929

Frank H. Weaver

Notary Public in and for McLennan Co. Texas.

Certificate of Filing.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

I, W. D. Greet

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing dated on the 6th day of April A. D. 1929, with its certificate of authentication, was filed for record in my office this 30th day of April A. D. 1929, at 2:40 o'clock P. M. and duly recorded the 20th 2nd day of April A. D. 1929, at 4:15 o'clock P. M. in the records of said County, in Volume 502 on Pages 476

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 A. A. Osborne Deputy

Elanna Streeter Dockery

T. B. Dockery

TO

United States of America

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for Record the 30

day of Apr. 1929, at 2

o'clock and 40 minutes P. M.

W. D. Greet

Clerk County Court, El Paso County Tex.

By Geo. H. Booth

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TexasCOUNTY OF Mc Lennan

ss:

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 3 hereof.

(a) I, P. A. Wheeler, a Notary Public

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

T. B. Dockery and Elanna Streeter Dockery, his wife

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

(b) I further certify that I did examine the said Elanna Streeter Dockery 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 18 day of January, 1929

[SEAL]

My commission expires June 2-1929

## CERTIFICATE OF COUNTY RECORDER

STATE OF TexasCOUNTY OF El Paso

ss:

I hereby certify that this instrument was filed for record at my office at 9:17 o'clock A M., Mar 9, 1929Recd. 3-12-29 at 10:00 AM.and is duly recorded in Vol. 504 of County RecordsPage No. 551W. D. Greet,By Maxine Lindop

Fees, \$

County Recorder. ClerkDeputy

## AFFIDAVIT OF DISINTERESTEDNESS

STATE OF TexasCOUNTY OF McLennan

ss:

(Execute only on Returns Office copy)

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 T. B. Dockery and Mrs. E. S. Dockery 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.

Bureau of Reclamation.

Subscribed and sworn to before me at Mass Texasthis 19th day of January, A. D. 1929

[OFFICIAL SEAL]

My commission expires \_\_\_\_\_

GOVERNMENT PRINTING OFFICE

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. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. 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

Superintendent, Bureau of Reclamation.

*M. F. Cobb*

P. O. Address

*Antay Hotel Macao*

*Josh Wood*

P. O. Address

*1416 S. 5th Macao*

P. O. Address

P. O. Address

Approved:

(Date)

*January 18, 1929*

*J. D. Docbery*

Vendor.

*Elaine Strickland*

Vendor.

*Mae Lux*

Vendor.

*PO Box 304 - Macao*



three hundred twelve and one tenth (312.1) feet; thence North sixty-five degrees thirty-nine minutes East ( $65^{\circ}39'E$ ) three hundred fifty-five and three tenths (355.3) feet; thence to the left along one thousand three hundred fifty-two and sixty-nine hundredths (1352.69) foot radius curve a distance of nine hundred seventy-two and eighty-two hundredths (972.82) feet measured on the arc; thence North twenty-three degrees thirty minutes East ( $N23^{\circ}30'E$ ) one hundred sixty-six and thirty-four hundredths (166.34) feet to a point on the south-westerly line of survey one hundred sixty-seven (167) Socorro Grant and from which point an iron pipe bears North thirty-two degrees four minutes thirty seconds West ( $N32^{\circ}04'30"W$ ) one hundred twenty-four and four hundredths (124.04) feet; thence along the southwesterly line of survey one hundred sixty-seven (167) Socorro Grant South thirty-two degrees four minutes thirty seconds East ( $S32^{\circ}04'30"E$ ) ninety and ninety-six hundredths (90.96) feet and South thirty-one degrees fourteen minutes thirty seconds East ( $S31^{\circ}14'30"E$ ) one hundred sixty-five and thirty hundredths (165.30) feet to a point from which an iron pipe at the Southwest corner of survey one hundred sixty-seven (167) Socorro bears South thirty-one degrees fourteen minutes thirty seconds East ( $S31^{\circ}14'30"E$ ) four hundred eighty-eight and seven tenths (488.7) feet and the Northeast corner Section nineteen (19) Township thirty-two (32) South Range seven (7) East bears North eighty-four ( $84^{\circ}$ ) <sup>degrees</sup> twenty minutes (20) East five thousand forty-five and eight hundredths (5045.08) feet; thence South twenty-three degrees thirty minutes West ( $S23^{\circ}30'$ ) nineteen and five tenths (19.5) feet; thence to the right along a one thousand five hundred sixty-two and sixty-nine hundredths (1562.69) foot radius curve a distance of one thousand one hundred forty-three and sixty-five hundredths (1143.65) feet measured on the arc, to the point of beginning, the tangent to the curve at said point having a bearing of South sixty-five degrees thirty minutes West ( $S65^{\circ}30'W$ ), said tract of land containing seven and twenty-nine hundredths (7.29) acres more or less as shown on Bureau of Reclamation survey plat attached hereto and made a part hereof.

8. The vendor may retain possession of said property until notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop thereon until **January 21st, 1929**; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

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

The said Dockerys are to pay no taxes of any nature, or any assessments.

This is to certify that all erasures or alterations of any kind were done prior to signing this instrument.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

116r-277

Rio Grande IRRIGATION PROJECT New Mexico-Texas.

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 18<sup>th</sup> day of January, 1929, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, by

represented by the contracting officer executing this contract, ~~Superintendent, Bureau of Reclamation,~~  
~~thereunto duly authorized, and subject to the approval of the proper supervisory officer thereof,~~  
and T. B. Dockery

and Elanna Streeter Dockery, his wife, hereinafter styled Vendor,

of Waco, County of McLennan, State of State of Texas

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

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

the community property, situated in the County of El Paso

State of Texas, to wit:

A tract of land lying and situate in El Paso County, Texas, and in the West half of the Northwest quarter (W<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>) Section nineteen (19) Township thirty-two (32) South Range seven (7) East and Northeast quarter (NE<sup>1</sup>/<sub>4</sub>) Section twenty-four (24) Township thirty-two (32) South Range six (6) East Bureau of Reclamation Survey, being also within the Socorro Grant and more particularly described as follows: Beginning at a point on the northerly line of Survey two hundred twenty-six (226) Socorro Grant and from which point the northeast (NE) corner of survey two hundred twenty-six (226) Socorro Grant bears South seventy-seven degrees twenty-four minutes (S77°24'E) East one hundred and seventy-seven hundredths (100.77) feet; thence along the northerly line of Survey two hundred twenty-six (226) Socorro Grant North seventy-seven degrees twenty-four minutes West (77°24'W) two hundred forty-nine and twenty-three hundredths (249.23) feet, south Fifty-seven degrees fifty-one minutes West (S57°51') one hundred fifty-five and no hundredths (155.00) feet and South twenty-five degrees forty-six minutes West (S25°46') two hundred thirty-five and no hundredths (235.00) feet to a point from which the Southeast (SE) corner Section nineteen (19) Township thirty-two (32) South Range seven (7) East bears South fifty-nine degrees twenty-one minutes East (S59°21'E) seven thousand three hundred eleven and eighteen hundredths (7311.18) feet; thence North sixty-four degrees thirty-four minutes West (N64°34'W) two hundred and no hundredths (200.00) feet; thence North fifty degrees fifty-four minutes East (50°54')

<sup>1</sup> Strike out clause regarding approval of supervisory officer if not applicable

Correct as to Engr. Data

El Paso, Texas, May 2, 1929.

From: District Counsel

To: Superintendent, El Paso, Texas,

Subject: Acquisition of land - Opinion of title to land described in contract dated February 26, 1929 with T. B. Dockery and Elanna Streeter Dockery, his wife, area 7.29 acres; consideration \$746.75 for Riverside Canal - Rio Grande project.

1. Title to the land described in the above named contract now appears to be satisfactorily vested in fee simple in the United States free of liens and encumbrances as shown in certificate of guarantee of title No. 0/4306 of the Pioneer Abstract & Guarantee Title Company dated April 30, 1929.

2. Taxes under the Texas law become a lien January 1 of the year in which levy and assessment is made. All prior taxes have been paid and the taxing officials have not as yet completed levy and assessments for year 1929 and the latter may accordingly be disregarded.

3. There may accordingly be paid to the claimants the consideration named in the contract of \$746.75. Original and two copies of Deed, Certificate of Guarantee of Title, original contract and all title papers are transmitted herewith.

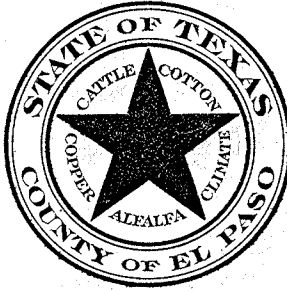
- - - - -

H. J. S. Devries,

cc- Denver  
Washington



OFFICE OF THE COUNTY CLERK



W. D. GREET,  
COUNTY CLERK

C. ARANDA,  
CHIEF DEPUTY

EL PASO, TEXAS

May 2nd, 1929.

TO WHOM IT MAY CONCERN:

This is to certify that on the 9th day of March, 1929, at 9:17 o'clock A. M., a contract dated February 28th, 1929, between T. B. Dockery and Elanna Streeter Dockery and the United States of America, concerning 7.29 acres of land lying and situated in El Paso County, Texas, was filed for record in this office.

Also a warranty deed from T. B. Dockery and Elanna Streeter Dockery, his wife, to the United States of America, conveying 7.29 acres of land in El Paso County, Texas, for the consideration of \$746.00 cash was filed for record on the 30th day of April, 1929, at 2:40 o'clock P. M.

Given under my hand and seal of said court, at office in El Paso, Texas, this 2nd day of May, A. D. 1929.

W. D. Greet, County Clerk,

By

*C. Aranda*  
Deputy.

• OFFICERS

TOM B. NEWMAN  
President  
N. H. GILLOT  
Vice-President  
JAMES W. GIBB  
Vice Pres. & Treas.  
A. G. FOSTER  
Secretary  
B. E. SCHWARZBACH  
Asst. Sec'y

Pioneer Abstract & Guarantee Title Company  
First National Bank Building  
El Paso, Texas

DIRECTORS  
W. H. BUCHER  
A. H. CULWELL  
JAMES W. GIBB  
N. H. GILLOT  
TOM B. NEWMAN  
H. H. NEWMAN  
M. C. WILCOX  
LEGAL DEPARTMENT  
W. W. TURNER  
W. H. BURGESS  
A. H. CULWELL  
J. M. POLLARD

*Dockery pte*

May 2nd, 1929,

Bureau of Reclamation,  
Toltec Club Building,  
El Paso, Texas,

Gentlemen,

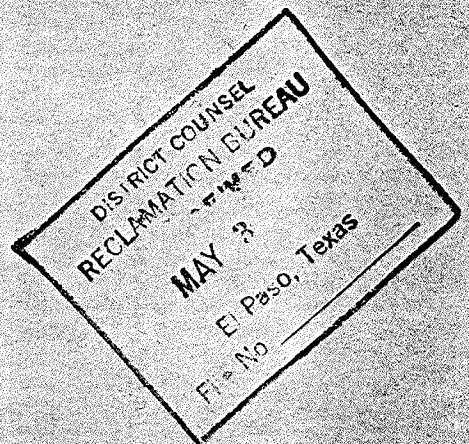
Att: Mr. H. J. S. Devries,  
District Counsel,

We hand you herewith the letter signed  
by Mrs. Elanna Streeter Dockery, as of  
this date, authorizing you to deliver  
the check payable to order of T. B.  
Dockery, in the sum of \$746.75, in  
payment of land purchase by U. S. A,  
to this company, in lieu of herself.

Very truly yours,

*B. E. Schwarzbach*  
Asst. Secretary,

BES:MF.





Land Purchase file.

El Paso, Texas, April 11, 1929.

The First National Bank of El Paso,  
El Paso, Texas.

Gentlemen:

There is returned to you herewith notice dated April 8, 1929 numbered 2210-3, advising that a draft with deed detached drawn by Elenna S. Dockery has been received by you from the Liberty National Bank of Waco, Texas in the sum of \$746.75 addressed to me.

This apparently rises out of a land purchase contract between the United States and the Dockerys. It has been the subject of some correspondence between this office and the vendor. This morning Mrs. Dockery called at this office and we explained to her that it was impossible for the United States to take up a draft of this kind and that the deed and other title papers would have to be presented in advance of payment for examination and issuance of voucher and check in the ordinary way of government fiscal disbursements.

I understood from Mrs. Dockery that she will call at the bank with reference to the deed which was attached to the draft.

Very truly yours,

L. B. Fieck,  
Acting Superintendent.

cc- Mrs. T. B. Dockery,  
Del Norte Hotel,  
El Paso, Texas.

El Paso, Texas

April 4, 1929

Mr. and Mrs. T. B. Dockery,  
724 North 5th Street,  
Waco, Texas.

Dear Mr. and Mrs. Dockery, -

Mrs. Dockery's letter of April 1st addressed to Mr. Caylor, has been received.

We regret exceedingly that further delay has been incurred in winding up the purchase of land for the Riverside Canal pursuant to your contract with the United States dated February 28th, 1929. We believe, however, when you are fully aware of the circumstances attending the matter you will appreciate that blame for such delay does not rest upon the Bureau of Reclamation. Just as in private commercial land transactions the United States as vendee of the land must have the usual assurances as to clear title including a certificate showing that there are no taxes due and unpaid standing as a lien against land. Accordingly the title company has been requested to report on the title and has in turn been trying to procure a tax certificate which we understand they have, as yet, been unable to procure.

We have been following the matter as diligently as possible and making every effort to procure the necessary showing, which the contract requires be furnished by you, so that the fiscal officers of the United States will approve it for payment.

We trust you appreciate that in the matter of issuance by the county taxing officials of a tax certificate we have no control.

In order to expedite the matter and enable it to be put in line for payment just as soon as the necessary title and tax certificates may be procured showing a clear title, we enclose a deed which we will not place of record until such certificates are ready to be issued.

The deed should be executed by both of you before a Notary and returned to this office.

We shall do everything within our power to assist in concluding this transaction and getting it up for payment when the necessary showing has been received.

Very truly yours,

L. R. Flock,  
Acting Superintendent.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

IN REPLY PLEASE REFER TO

NO. 6306

EXAMINER BES.

March 20, 1929,

TO Bureau of Reclamation,  
Toltec Club Building,  
El Paso, Texas, (Attention: Mr. H.J.S. Devries)

IN RE: U. S. A. - Dockery sale.

PROPERTY: 7.29 acres of land, more or less, in the Socorro Grant, fully described  
in the contract between U. S. A. and Dockery dated Feb. 28, 1929.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: Elanna Streeter Dockery (whose husbands name is T.B. Dockery)

SUBJECT TO:

TAXES: Tax certificate has not yet been received, but we will advise immediately  
upon receipt thereof, if there are any delinquent taxes.

PAVING: None.

No investigation has been made as to the condition of water charges  
and assessments.

The property is otherwise unencumbered of record.

Very truly yours,

*B. E. Schwaner*  
Asst. Secretary,

BES:MF.



# Owner's Application

Deed of Trust

Vendor's Lien

No. \_\_\_\_\_

El Paso, Texas, March 7 1929

The undersigned hereby applies to the PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY for a Guarantee Title Policy in its usual form, in the sum of

\$ 746.75 upon the title to the lands hereinafter described.

It is agreed that the following statements are correct and true, and that any false statements or any suppression of any material information shall void said certificate.

Premium \$ \_\_\_\_\_  
Charges guaranteed by \_\_\_\_\_

No. Abs. Left |

Has this title ever been rejected?

Estate or interest to be guaranteed:

Fee simple Free of encumbrances

Name of party to be guaranteed:

Residence of party to be guaranteed:

Occupation of party to be guaranteed:

See contract dated 2/28/29

Legal description of premises:

Vacant or Improved:

House number and street:

Value

Ground

Improvements

In possession of

Claiming under

By virtue of

Conveyance from

Gift

descent

bequest

If by inheritance, give names of other descendants

Marriage relation of present owner

Married

Divorced

Widowed

In whom is Record Title now vested

Married

Single

Name of Wife

Name of Husband

Homestead?

If not, what property is claimed as homestead?

Has property ever been occupied as homestead?

When?

Residence of present owner

Occupation of present owner

How to be conveyed

Warranty Deed

Is any building now being constructed or repaired on the premises?

Any contract for improvements contemplated or entered into?

Has any material been delivered on the premises, and by whom?

Mechanic's Lien on the premises

R. D. RICHEY  
TAX COLLECTOR  
EL PASO, TEXAS

El Paso, Texas, 2/4/29

EL PASO - TEXAS.

U.S. Dep't. of the Interior  
Bureau Of Reclamation

El Paso, Texas. (Attention H.H.Berryhill)

Dear Sirs;

Replying to yours of the 1st. inst. (P) Regarding land of Mrs.E.S.Dockery et vir T.B., as shown on county plat book as tract No.18 Block 24 Socorro on which you desire tax certificate, beg to advise that I cannot at this time issue tax certificate as the data presented to me is very indefinite as I explained to your Mr.Hoadly.

I have requested T.B.Dockery to furnish me with an abstract of title but up to now have not received same. I did have an abstract of title issued quite a number of years ago, about the time that Dockery bought; said abstract covering about 87 acres more or less. Since Dockery acquired, I do not know what disposition was made of the land in question. Mr.Dockery has sent in several pencil memos and has written a letter or two but has not furnished the desired information. I cannot tell from his data the exact acreage he still owns.

Mr.Hoadly tells me that the new county survey, as it now stands, will have to be changed as the acreage is not correct.

Possibly MR.H.B.Hicks who has charge of the new county survey and delinquent taxes can go into the matter of the Dockery land. R.B.DeWitt is under contract with El Paso County to do this work and MR.H.B.Hicks is in charge and can furnish the information desired.

It is not compulsory for the tax collector to issue tax certificates and in some cases it is impossible to issue said certificates.

However I will be glad to comply with your request if it is possible but at the present time I cannot issue said certificate.

Very truly yours

R.D.RICHEY

El Paso Co., Tax Coll'r.

By *[Signature]* Deputy.

*Insert in letter to Dockery*

El Paso, Texas

October 29, 1928

Mr. Del Richey,  
County Tax Assessor and Collector,  
County Court House,  
El Paso, Texas.

Dear Mr. Richey, -

Please furnish tax certificates showing amount of taxes due on the land appearing on your assessment rolls under the name of T. B. and Mrs. E. S. Dockery, said tract of land originally consisting of 80 acres, located in Socorro Grant.

Yours very truly,

V. G. Evans,  
Chief Clerk.

2



El Paso, Texas.  
October 11, 1920.

T. E. Dockery, in account with W. L. Rider, Licensed Surveyor to  
surveying services upon surveying the following tracts of land in  
Socorro, Grant, El Paso, Texas. First; 95/4; second 6 acres, A. Jurado  
3rd. 7 Acres; C. Anderson tract; and others. Total for said services.

Including chain carriers and other helpers.	\$153.00
To interest on said amount for two years at 6%	17.95
Suit for said amount not paid in Justice Court Cause # 5817; H. J. Wilson, J. C. Precinct #1, El Paso, County, Texas. Costs of Court	1.55
	<u>\$ 177.50</u>

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

Oct. 2, 1928,

IN REPLY PLEASE REFER TO

NO. 5728

EXAMINER AGF.

TO Bureau of Reclamation,  
Toltec Club Bldg.

El Paso, Texas, (Attention: Mr. G. W. Hoadley)

IN RE: Riverside Drain.

PROPERTY: 7.10 acres out of Tract 18, Block 24, Socorro Grant, El Paso County, Texas.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: Elanna Streeter Dockery (wife of T. B. Dockery)

SUBJECT TO:

TAXES: No investigation made.

PAVING: None.

There are no outstanding liens against this property.

Very truly yours,

*W. H. Miller*  
Manager,

:MF.

5 D

El Paso, Texas, May 18, 1928.

Mr. T. B. Dockery,

Waco, Texas.

Dear Sir:

We find in your name in the El Paso County Records, a tract of land in the Socorro Grant, said tract being located about one and one half miles south of the Catholic Church in the town of Socorro, El Paso County, Texas. The tract is bounded on the north by the Rio Grande, on the east by survey 167, and on the west by survey 226.

In order to give the lands such as yours that are adjacent to the Rio Grande flood protection and satisfactory irrigation facilities, it is proposed to extend what is known as the Riverside Canal as near the river as possible through the lower part of the Socorro Grant.

The right bank of the canal would be a high fill, to serve as a levee in keeping flood waters from off yours and other tracts adjacent to the river.

The property owners whose lands would be affected by the proposed work have asked that we also construct what is known as an "intercepting drain" parallel and adjacent to the canal. The purpose of this drain would be to take care of the underground seepage from the river.

We would like to know if it should be decided to do this work on the location as shown on enclosed plat, if you would be willing to donate the land required in view of the benefits the remaining portion of your tract would receive.

As it will be necessary if the work is to be done this year to start before the flood season commences, would ask that you favor us with an early reply.

Very truly yours,

L. R. Flock,  
Acting Superintendent.

Enclosures:  
Blue Print

Franked addressed envelope.



DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made 2/23-29, 192  , with

**T.B. Dockery and Elanna Streeter Dockery, his wife**

1. State purpose for which the land is required.

**Riverside Canal and Intercepting Drain**

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

**7.29 acres fully described in contract**

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 has been issued.

**No public lands in Texas**

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.

**T. B. Dockery, 724 N. 5th St., Waco, Texas.**

**Elanna Streeter Dockery, 724 N. 5th St., Waco, 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 in possession**

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

**Yes**



CERTIFICATE OF POSSESSION

I hereby certify that I have personally examined the land described in attached land purchase contract dated February 28th, 1929, between The United States of America and T.B. and Elanna Streeter Dockery, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 6th day of March, 1929.

Geo. W. Hoadley  
Junior Engineer.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated February 28th, 1929, between The United States of America and T.B. and Elanna Streeter Dockery, is required for purposes authorized by the act of June 17, 1902, (32 Stat, 388), namely, as right of way for the Riverside Canal, a part of the Rio Grande Project; that the consideration to be paid thereunder, namely, \$746.75, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 6th day of March, 1929.

L.R. Flock  
Acting Superintendent

REPORT OF BOARD OF APPRAISAL

We, the undersigned, members of a board designated to fix the value of 7.29 acres of land to be purchased by the United States from T.B. and Elanna Streeter Dockery, for right-of-way for the Riverside Canal of the Rio Grande Federal Irrigation Project, described in agreement to sell dated February 28th, 1929, find that the fair and reasonable value of said land is the sum of \$746.75.

Geo. W. Huffman

Representative of El Paso County  
Water Improvement District #1.

Geo. W. Hoadley

Representative of the United States  
Bureau of Reclamation

Ysleta, Texas, March 6<sup>th</sup>, 1929.

