

180  
NOON, WY. WARRANTY DEED XSLA LATERAL (242)

0023-0074-0005-00

~~13(4)~~

780

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That I, Wm. Moon,

of the County of El Paso, State of Texas, in consideration of the sum of  
One hundred and twenty-eight and 0/100 (\$128.00)

DOLLARS,

to me in hand paid by The United States of America, pursuant to the act  
of Congress 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

~~XXXXXX~~ of the County of ~~XXX~~ and ~~XX~~ all those ~~particular~~ 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 in the east half of northeast quarter of section 7, township 32 south, range 7 east, United States Reclamation Service survey, being also in Survey 113 of the Socorro Grant, said tract of land being 60 feet wide and lying 30 feet on each side of a center line for Schedule 1 of the Yala lateral of the Rio Grande project, said center line being described as follows: Beginning at a point on the property line between land of the Grantor herein and A. Mathias, said property line having a bearing north 89°07' east and from which point the northeast corner of said section 7 lies north 839 feet and east 446.3 feet; thence south 15°51' east 515.4 feet to a point on the property line between land of the Grantor herein and D. F. Metcalf and terminating with said property line, having a bearing south 89°53' east and from which point the northeast corner of said section 7 lies north 1334.8 feet and east 305.6 feet; said tract of land containing 0.71 acre, more or less;

Also, a tract of land in the southeast quarter of section 6, <sup>& NE 1/4 sec. 7</sup> of said township and range and being also in Survey 115 of the Socorro Grant, said tract of land being 100 feet wide and lying 50 feet on each side of the center line for the Yala lateral of the Rio Grande project, said center line being described as follows: Beginning at a point on the east boundary line of county road being the west line of the land of the Grantor herein, said line having a bearing south 30°30' west and from which point the southeast corner of said section 6 lies south 600.2 feet and east 697.1 feet; thence south 17°51' east 693.0 feet to the south line of said section 6; thence south 15°51' east 110.5 feet to a point on the property line between land of the Grantor herein and of A. Mathias and terminating with said property line, said property line having a bearing south 89°51' east and from which point the northeast corner of said section 7 lies north 106.3 feet and east 674.3 feet; said tract of land containing 1.85 acres, 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

~~XXXXXX~~ heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warranty and forever Defend, all and singular, the said premises unto the said

The United States of America and its

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

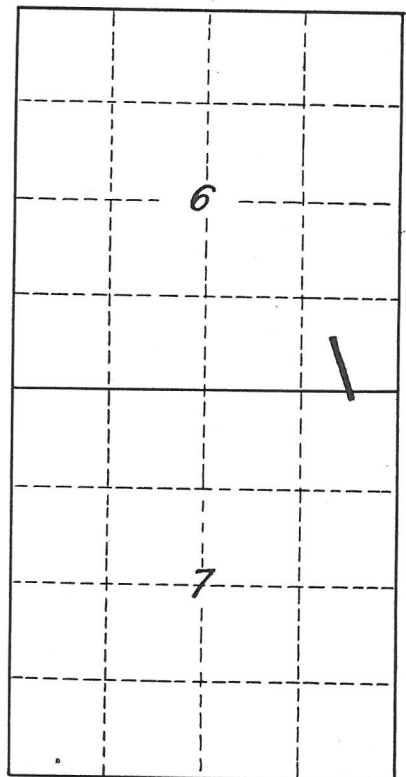
WITNESS my hand at ~~El Paso~~ Texas, this 11th day of September ~~1902~~ A. D. 1910

Witnesses at Request of Grantor

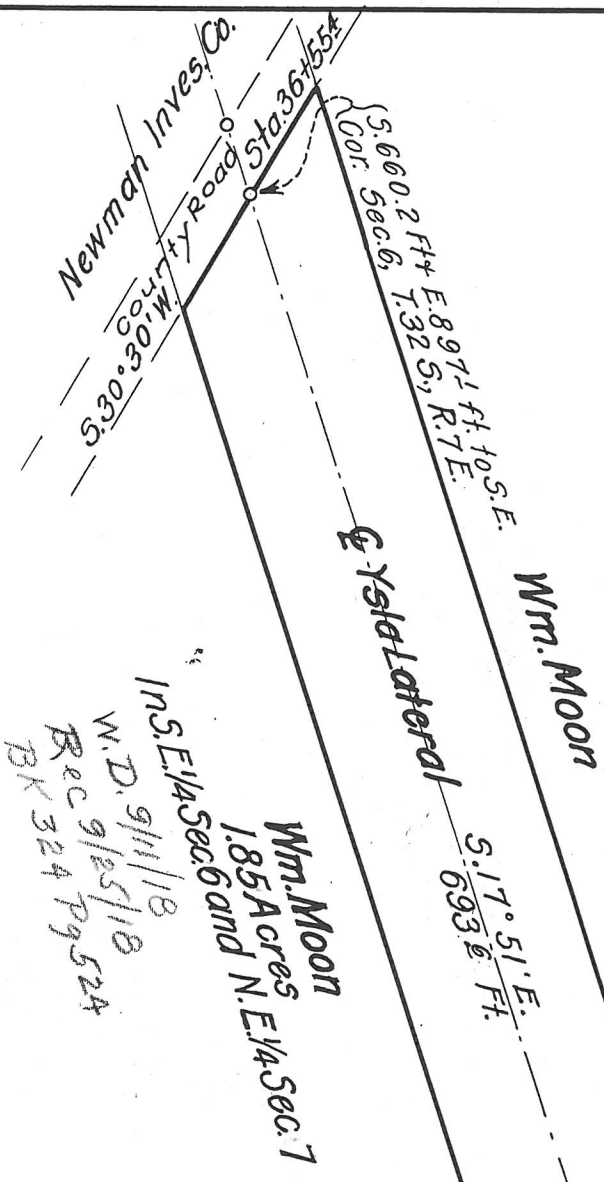
WM MOON

2157  
18/5

U.S.R.S. Survey in Socorro Grant  
El Paso County, Texas  
T. 32S., R. 7E.



Location Plat



Wm. Moon  
1.85 Acres  
N. E. 1/4 Sec. 6 and N. E. 1/4 Sec. 7  
W.D. 9/11/18  
Rec 9/15/18  
BK 324 79524

1469  
3649  
870

A. Mathias

Department of the Interior United States Reclamation Service RIO GRANDE PROJ. N. M.-TEX. Ysla Lateral Schedule #1 RIGHT OF WAY	
Drawn G.A.T.	Recommended
Checked	Approved
1294 L64	El Paso, Tex. May 18

CH

El Paso, Texas, September 16, 1918.

Mr. Wm. Moon,  
Box 24,  
Skidmore, Texas.

Dear Sir:

We are returning the warranty deed which you have executed, and ask that you please affix a 50-cent internal revenue stamp to this instrument. This tax is necessary on conveyances running to the Government, and it is, of course, customary for the grantor to supply the stamp.

Regretting that we neglected to inform you in regard to the stamp, we remain,

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

CH

El Paso, Texas, September 16, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated September 11, 1918, running from Wm. Moon to the United States of America.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

CH

El Paso, Texas, September 7, 1918.

Mr. Wm. Moon,  
Box 24,  
Skidmore, Texas.

Dear Sir:

Mrs. Moon called at our office on the 5th instant and stated that you were agreeable to having the Reclamation Service order title guaranty for the land which you are to convey to the United States for Ysla lateral. This we have done.

Inclosed for your signature and acknowledgment is warranty deed running from yourself to the United States. It is, of course, necessary that such deed be executed and placed on record before the title guaranty can issue. Please return the executed deed at your early convenience.

There is also inclosed an affidavit as to possession, which please sign and acknowledge before a notary. You will note that the place stating the number of years that you and your predecessors in title have been in possession of this land, is left blank. This space is to be filled in when you execute the affidavit, and we would like, if possible, to have you state at least a ten-year period; if you are not able to do this, we trust you will be able to certify as to a five-year period. Please return this affidavit with the warranty deed.

Your very careful attention to all of the above matters will facilitate payment to you for the amount due.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

CH

El Paso, Texas, September 7, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Inclosed is a blueprint showing the canal right of way which is to be conveyed to the United States by William Moon. This land lies in Survey 11<sup>2</sup>/<sub>15</sub> of the Secorro Grant. Warranty deed is to-day being sent to Mr. Moon, to be executed by him, which will be at once put on record. Kindly prepare title guaranty covering this land.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

CH

El Paso, Texas, August 31, 1918.

Mr. William Moon,  
Box 24,  
Skidmore, Texas.

Dear Sir:

Your letter of the 29th instant received in regard to furnishing of the abstract of title. We note that you "decline to do this." We respectfully urge that you reconsider your decision in this matter, especially in the light of our offer to accept title guaranty as stated in our letter of August 26. In this connection we beg to remind you that, with regard to title, your signed and recorded contract reads, in part, as follows:

"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."

It is impossible for the Government to make adequate examination of your title without the abstract.

Very truly yours,

C F HARVEY

Assistant District Counsel.



## SAN ANTONIO AND ARANSAS PASS RAILWAY COMPANY

Skidmore Texas Aug 29<sup>th</sup> 1918.

Mr C. F. Harvey

Act Distrd Commr El Paso Tex

Dear Sir

Replying to yours of 26<sup>th</sup> in regard to furnishing  
an Abstract of the rights of way thru the two pieces  
of my Land for the "Jala Lateral". I decline to do this.  
As it was no wish of mine that the Reclamation  
Company went thru my Land as it was of no benefit  
to me and I feel that it was not paid a sufficient  
amount for the Land to go to any more expense  
as I gave the Reclamation Company a deed gratis  
for the San Elizario Ditch widening thru Survey 168.  
As for the Taxes they are paid up to this year  
I have owned the Land since 1886. And the  
Reclamation Company can obtain all data by  
going to the Records on file in County Clerk  
Office. I have already been put to an extra  
expense for Notary fees and I feel this is  
sufficient.

Yours Very Truly  
J. J. Johnson

Skidmore  
Texas

CH

El Paso, Texas, August 26, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two contracts, between J. S. Lanier and the United States, dated August 3, 1918, and between Wm. Moon and the United States, dated August 1, 1918.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

CH

El Paso, Texas, August 26, 1918.

Mr. William Moon,  
Box 24,  
Skidmore, Texas.

Dear Sir:

You are informed that the contract dated August 1, 1918, in which you agreed to convey to the United States a certain right of way for the Ysla lateral, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guarantee Company to accept their guarantee contracts instead of making our own examination of title. The charge for this guarantee would be about \$10, and it is thought that you would prefer to take advantage of this method than to pay for an expensive abstract. Kindly indicate your wishes and we will proceed with the transaction.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when the deed is recorded a check can be drawn in payment of the amount due you.

It will also be necessary to pay taxes up to date on the land before the United States can accept your deed. This matter will be the subject of inquiry at the county tax collector's office, but if you know that the taxes are not up to date, kindly make arrangements to pay them.

We will also want to secure your certificate as to the time you have been in possession of the land. Kindly state how long you have had possession, and how far back of your own possession you have personal knowledge of the possession of those holding previous to you, and we will prepare the necessary certificate and forward it with your signature.

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Very truly yours,

C F HARVEY

Assistant District Counsel.

August 26, 1918.

Acting Chief of Construction.

Project Manager, El Paso, Texas.

Contract of August 1, 1918 with Wm. Moon for purchase of lands needed as right of way in connection with Ysla Lateral - Rio Grande Project.

1. In approving the above mentioned contract the Acting Director has requested a blue print showing right of way across survey No. 113.

2. Will you please forward to this office as soon as practicable such a blue print in duplicate.

F. WALTER

CC to DC, El Paso, Texas. ✓

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, August 7, 1918

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 August 1, 1918 Rio Grande Project.

Executed by J L Burkholder Acting Project Manager

With Wm Moon

Estimated amount involved, \$ 128 (See Reverse, Par. 3.)

Purpose of agreement: Authority No. 5-G-5.

Purchase of right of way necessary for Yala Lateral (Schedule 1).

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. Orig. & 3 copies contract.  
Rept. on Land Agreement.  
Certificate of Recommendation.  
2 blueprints.

J L BURKHOLDER  
(Signature.)

Denver, Colo., , 19

It is recommended that the above-described contract be approved

Inclosures:

..... copies of contract.

..... copies of form letters of transmittal.

Chief of Construction.

Washington, D. C.,

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

on

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, August 7, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Wm. Moon, <sup>two tracts</sup> in E<sub>2</sub> of NE<sub>1</sub> sec. 7, and SE<sub>1</sub> sec. 6 and NE<sub>1</sub> sec. 7, all in T. 32 S, R. 7 E., United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendor is in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

Geo. W. Hoadley  
Field Assistant.

THIS AGREEMENT, made the 1st day of August,

nineteen hundred and eighteen, between Wm. Moon

~~and~~ Brooks, of

County, Texas, for him self, his heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by J L Burkholder Acting Project Manager

~~L. A. 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 in the E 1/2 of NE 1/4 Sec 7 T 32 S R 7 E USRS Sur. being also in Sur. 115 of the Socorro Grant said tract of land being 60 feet wide lying 30 feet on each side of a center line for Schedule 1 of the Yela Lateral, of the Rio Grande Project, said center line being described as follows: Beginning at a point on the property line between land of the Vendor and A. Mathias, said property line having a bearing N 89°07' E and from which point the NE corner of said Sec 7 lies N 839 feet and E 446.3 feet; Thence S 15°51' E 515.4 feet to a point on the property line between land of the Vendor and D. F. Metcalf and terminating with said property line, having a bearing S 89°53' E and from which point the NE cor. of said Sec 7 lies N 1534.8 feet and E 305.6 feet; said tract of land containing 0.71 acres, more or less; Also, A tract of land in the SE 1/4 Sec 6 and NE 1/4 Sec 7 T 32 S R 7 E USRS Sur. being also in Sur. 115 of the Socorro Grant, said tract of land being 100 feet wide, lying 50 feet on each side of the center line for the Yela Lateral, Rio Grande Project, said center line being described as follows: Beginning at a point on the E bdy. line of County Road being the W line of land of Vendor, said line having a bearing S 30°30' W and from which point the SE cor. of said Sec 6 lies S 660.2 feet and E 897.1 feet; Thence S 17°51' E 693.6 feet to S line said Sec 6; Thence S 15°51' E 110.5 feet to a point on the property line between land of Vendor herein and of A. Mathias and terminating with said property line said property line having a bearing S 89°57' E and from which point the NE cor. of said Sec 7 lies N 106.3 feet and E 654.3 feet; said tract of land containing 1.85 acres, more or less.

Correct as to Engineering Data H.L.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit two copies of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.

3. The information requested in General Order 124 of March 23, 1916, and Amendment 1, thereof, dated August 11, 1916, should be written in the space below, and any other special matter or information relative to the contract, should also be written in the space below, but if too long to write on this form, it should be set out in a statement or certificate accompanying the contract.

4. When reference is made to previous correspondence, the dates thereof should be given.

5. The office from which this contract originates, should list all inclosures below.

Estimated amount involved, \$ 125  
Purpose of agreement:  
Purchase of right of way necessary for Yala (Behar) I.

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.

Original & 3 copies contract  
Kept on hand Agreement  
Certificate of Recommendation  
2 Inclosures

J. A. BURKHOFF

Denver, Colo., 19

It is recommended that the above-described contract be approved

Inclosures:

copies of contract.  
copies of form letters of transmittal.

Washington, D. C.

Inclosures:

.....copies of contract.  
.....copies of form letters of transmittal.



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 and 0/100 (\$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.....

**August 1, 1918,**

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

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

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).

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

Witnesses :

.....  
of.....  
.....  
of.....  
.....  
of.....  
.....  
of.....

Wm Moon

Vendor.

J L Burkholder ,  
For and on behalf of the United States.

STATE OF Texas }  
COUNTY OF Brooks } ss.

I, O D Kirkland, a County Clerk

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

~~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 1st day of August, 1918

[SEAL.]

O D KIRKLAND

My commission expires Dec 1 1918 County Clerk, Brooks Co.  
Texas.

Approved , 191

# AGREEMENT TO SELL

TO

UNITED STATES.

COUNTY OF ..... } ss:

I hereby certify that this instrument was filed for record at my office at ..... o'clock ..... M.,  
..... 191....., and is duly recorded in Book..... Page No.....

By.....  
Fees, \$.....

## AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF..... }  
COUNTY OF..... } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract executed 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 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.

..... Engineer, U. S. R. S.

Subscribed and sworn to before me at.....

[OFFICIAL SEAL]

this..... day of....., A. D., 191..... My commission expires.....

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

Affidavit as to Possession.

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

I, Wm. Moon, do solemnly swear that to my personal knowledge the land described in the contract dated August 1, 1918, made between myself and the United States of America, which land is located in secs. 6 & 7, T. 32 S., R. 7 E., being also in Surveys Nos. 113 and 115 of Socorro Grant, El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of 32 years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

WM. MOON

Subscribed and sworn to before me at El Paso, Texas, this 11th day of Sept., A. D. 1918.


(SEAL)

O D Fiel---

~~County~~ ~~Notary Public~~ In and For ~~El~~ ~~Paso~~ County, Texas.

My commission expires ~~Dec. June 1, 1919.~~ 1918

This to certify that upon personal inquiry at the office of the El Paso County tax collector, I was informed, on September 11, 1918, that all taxes due on the above described land were paid.

, Asst. Dist. Counsel.

SAN ANTONIO AND ARANSAS PASS RAILWAY COMPANY

RECEIVED
AUG 5 1918
EL PASO, TEXAS

M. A. Reclamation Service *M. A. Reclamation Service*  
 Yellum *El Paso, Tex.*

Herewith please find check, receipt and  
 witness before Notary as per your  
 request. Kindly pay to my wife Mrs.  
 W. F. Moon of Belton money due on  
 same and Oblige. Yours truly  
 W. F. Moon

*Skidmore*  
 Box 26 Inva  
 8-1-1918.