

780

PEDREGON, CATARINO WARRANT DEED JUAN DE HERRERA LATERAL (104)

0023-0074-0004-00

7-(4)

78

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

KNOW ALL MEN BY THESE PRESENTS:

That we, Catarino Pedregon and Maria Bernal Pedregon, husband
and wife

of the County of El Paso, State of Texas, in consideration of the sum of -----
-----Ninety-nine and 75/100 (\$99.75) ----- DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act of
June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental
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 situated in the southeast quarter of the south-
east quarter of Section sixteen (16), and the southwest quarter of the south-
west quarter of Section fifteen (15), Township thirty-one (31) south, Range
six (6) East, United States Reclamation Service survey, and in Ysleta (Texas)
Grant, being all of the land lying to the right or south of the center line
of the present Juan d'Herrera Ditch, said ditch being the property of the
United States, and included in a tract of land sixty (60) feet wide, lying
thirty (30) feet on each side of a center line described as follows: Beginning
at Station 53 plus 30.4 of said center line, a point on the property line
between land of grantor and F. Provencio, said property line bearing south
9°24'30" West, from which point the southeast corner of Section 16 lies South
263 feet and East 466.5 feet; running thence South 60°15'30" East, 4.7 feet;
thence to the left along a curve, tangent to the last course whose radius is
573.68 feet a distance of 280.2 feet; thence south 88°17' East, 195.0 feet
to a point on the east line of Section 16 from which the Section corner
common to Sections 15, 16, 21 and 22, Township 31 South, Range 6 East, bears
South 0°01'30" West, 179.5 feet; thence South 88°17' East, 238.9 feet; thence
to the left along a curve tangent to the last course whose radius is 573.68
feet, a distance of 117.8 feet to Station 61 plus 67 of said center line, a
point on the property line between land of the grantor herein and Jose Garcia,
said property line bearing south 2°31'15" West, from which point the south-
west corner of Section 15, Township 31 South, Range 6 East, lies South
180.4 feet and West 352.6 feet; said tract of land containing eight hundred
eighty-eight thousandths (0.888) of an acre, more or less, of which three
hundred ninety-nine thousandths (0.399) of an acre is occupied by the present
Juan d'Herrera Ditch, which is the property of the United States, being inclu-
ed in the tract of land conveyed by Isaac Rosenstein to Cristobal Brizeno by
deed dated Feb. 21, 1907, recorded in Book 102, page 105, of the Records of El
Paso County; TO HAVE AND TO HOLD the above described premises, together with
and singular, the rights and appurtenances thereto in anywise belonging, unto
the said The United States of America, its

heirs and assigns forever; and we do hereby bind ourselves our heirs, executors and adminis-
trators, to Warrant and forever Defend, all and singular, the said premises unto the said
The United States of America, its

assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.
WITNESS our hand^s at El Paso this 28th day of
February, A. D. 1919.

Witnesses at Request of Grantor

Catarino Pedregon

Maria Bernal Pedregon

Correct as to Engineering Data - W.M.C.

THE STATE OF TEXAS, }

COUNTY OF EL PASO.
Notary Public

BEFORE ME, C M Wilchar A

in and for El Paso, County, Texas, on this day personally appeared
Catarino Pedregon

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 28th day of Feb A. D. 1919

(SEAL)

C M Wilchar Notary Public

El Paso County Texas

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

A Notary Public

BEFORE ME, C M Wilchar

in and for El Paso, County, Texas, on this day personally appeared

Maria Bernal Pedregon wife of Catarino Pedregon

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 Maria Bernal Pedregon 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 28th day of Feb A. D. 1919

(SEAL)

C M Wilchar Notary Public

El Paso County, Texas

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 28 day of February, A. D. 1919 with its certificate of authentication, was filed for record in my office this 1 day of March A. D. 1919, at 8:10 o'clock A. M. and duly recorded the 6 day of Mar 331 A. D. 1919 at 2:10 o'clock P. M. in the records of said County, in Volume 331 on pages 9

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

W D Greet

Clerk, County Court.

By _____, Deputy.

TO

WARRANTY DEED

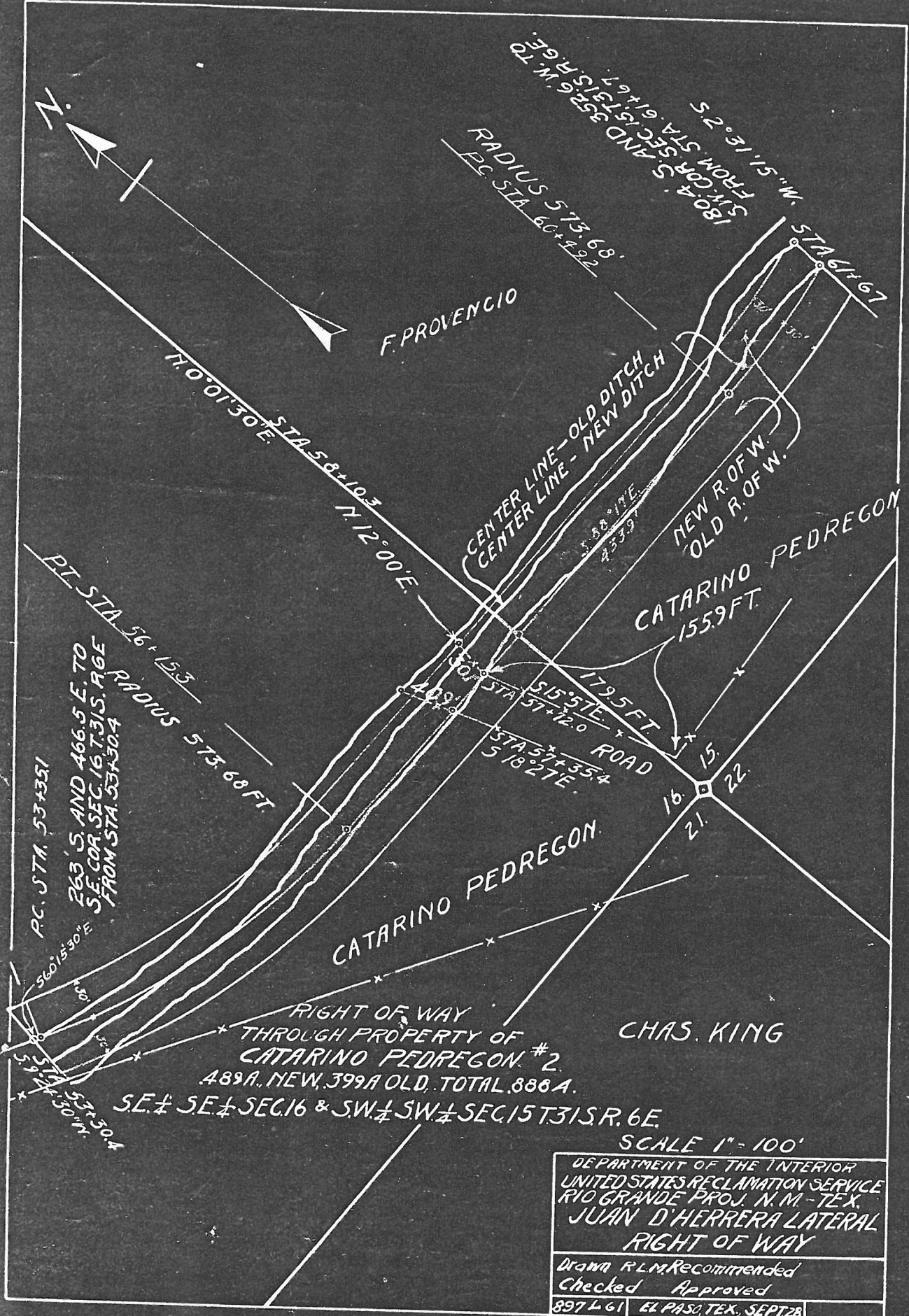
Single and Wife's Separate Acknowledgment

Filed for record 1919

at _____ o'clock _____ M.

Clerk, County Court, El Paso County, Tex.

By _____ Deputy.



PC. STA. 53+35.1
 263' S. AND 466.5' E. TO
 S.E. COR. SEC. 16 T. 31 S. R. 6 E.
 FROM STA. 53+30.4

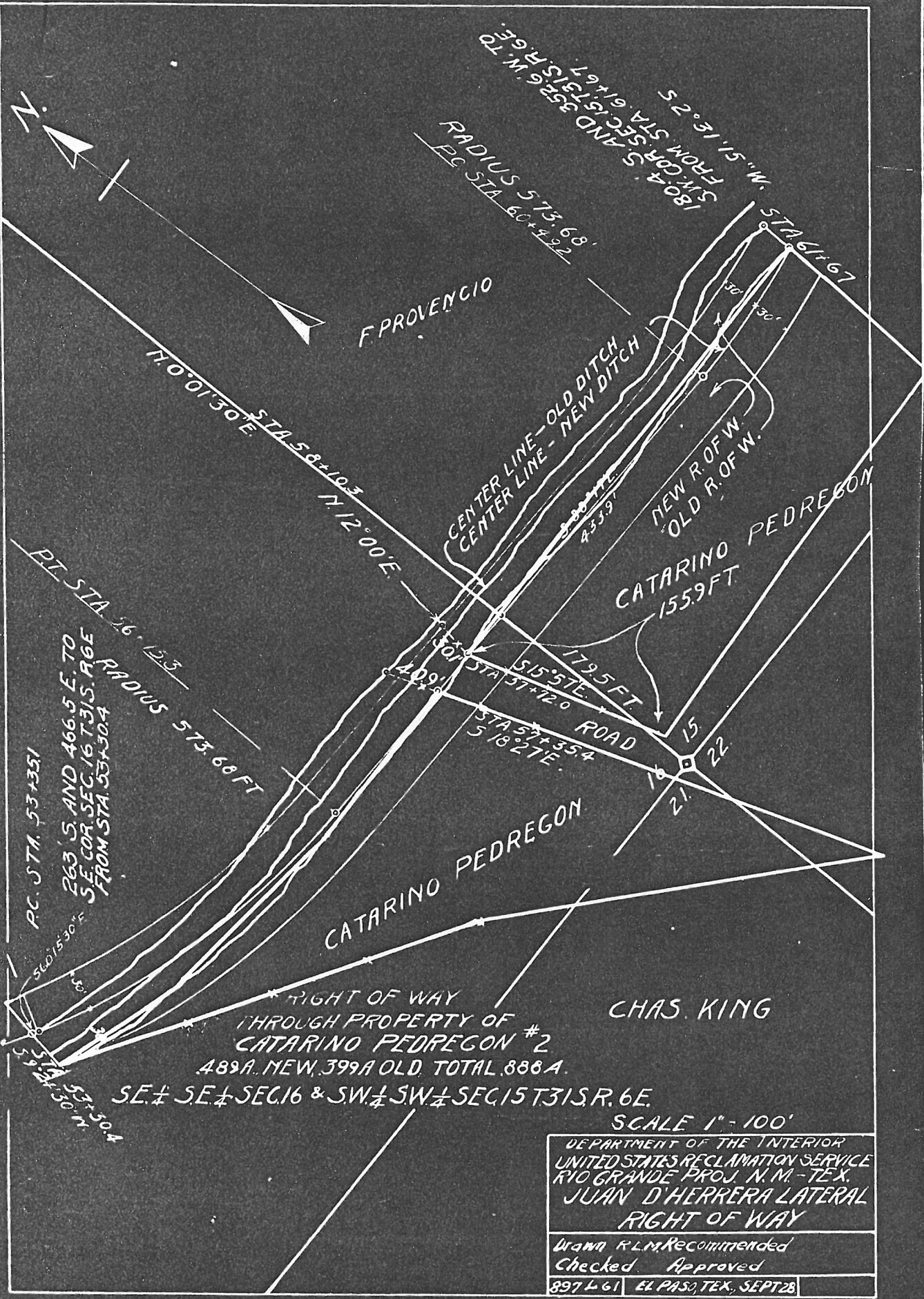
1804' S. AND 3576' W. TO
 S.W. COR. SEC. 15 T. 31 S. R. 6 E.
 FROM STA. 61+67

RIGHT OF WAY
 THROUGH PROPERTY OF
 CATARINO PEDREGON #2
 489 A. NEW, 399 A. OLD, TOTAL 888 A.
 S.E. 1/4 S.E. 1/4 SEC. 16 & S.W. 1/4 S.W. 1/4 SEC. 15 T. 31 S. R. 6 E.

CHAS. KING

SCALE 1" = 100'

DEPARTMENT OF THE INTERIOR	
UNITED STATES RECLAMATION SERVICE	
RIO GRANDE PROJ. N. M. - TEX.	
JUAN D'HERRERA LATERAL	
RIGHT OF WAY	
Drawn R.L.M. Recommended	
Checked Approved	
897461	EL PASO, TEX., SEPT 28



PC STA 53+35.1
 SC 0° 15' 30" E
 263 S. AND 466.5 E. TO
 S.E. COR. SEC. 16 T. 31 S. R. 6 E.
 FROM STA. 53+30.4
 RADIUS 573.68 FT

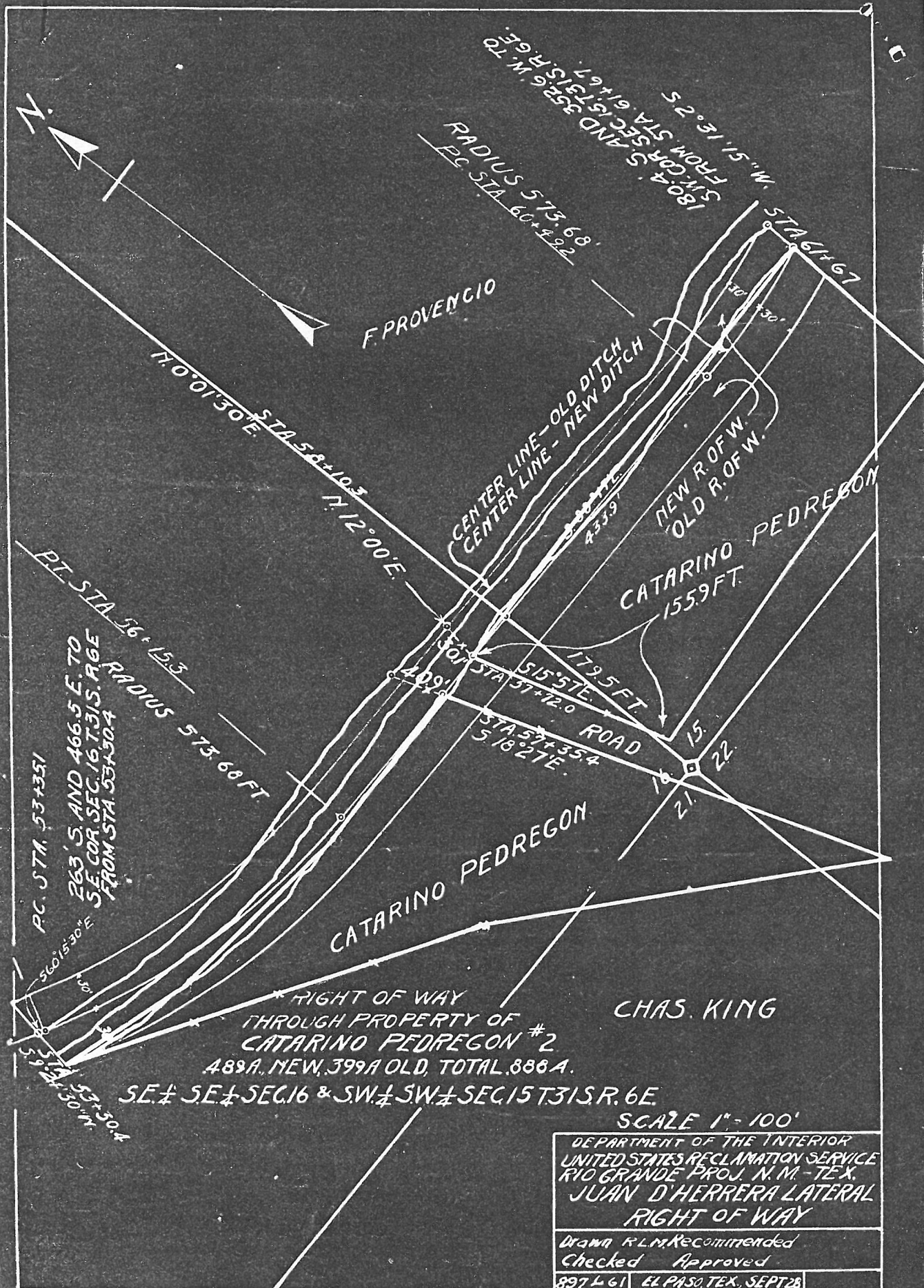
180.4 S. AND 352.6 W. TO
 S.T. COR. SEC. 15 T. 31 S. R. 6 E.
 FROM STA. 61+67
 N. 51° 16' 25"
 RADIUS 573.68'
 EC STA 60+44.22

RIGHT OF WAY
 THROUGH PROPERTY OF
 CATARINO PEDREGON #2
 489A. NEW. 399A OLD. TOTAL 888A.
 SE 1/4 SE 1/4 SEC 16 & SW 1/4 SW 1/4 SEC 15 T. 31 S. R. 6 E.

CHAS. KING

SCALE 1" = 100'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJ. N. M. - TEX. JUAN D'HERRERA LATERAL RIGHT OF WAY	
Drawn	RLM Recommended
Checked	Approved
897 L 61	EL PASO, TEX., SEPT 28



CHAS. KING

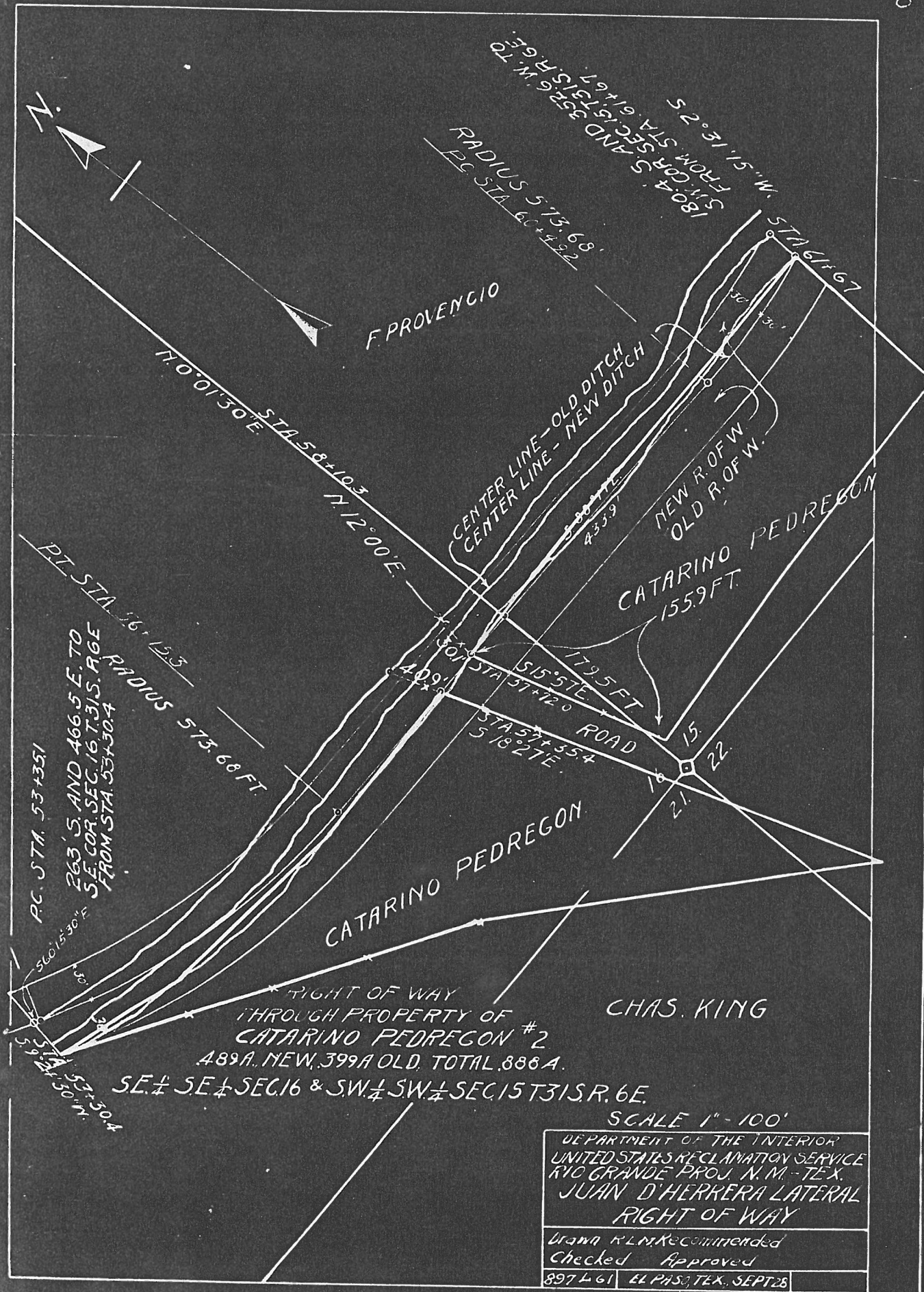
RIGHT OF WAY THROUGH PROPERTY OF CATARINO PEDREGON #2
 489A. NEW, 399A OLD, TOTAL 886A.
 SE 1/4 SE 1/4 SEC. 16 & SW 1/4 SW 1/4 SEC. 15 T. 31 S. R. 6 E.

SCALE 1" = 100'

DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJ. N. M. - TEX.
 JUAN D'HERRERA LATERAL
 RIGHT OF WAY

Drawn R.L.M. Recommended
 Checked Approved

897 L 61 EL PASO, TEX., SEPT 28



PC STA. 53+135.1
 263' S. AND 466.5 E. TO
 S.F. COR. SEC. 16, T. 31S. R. 6E
 FROM STA. 53+135.1

PT STA. 56+123.3
 RADIUS 573.68 FT

F. PROVENCIO

CENTER LINE - OLD DITCH
 CENTER LINE - NEW DITCH

NEW R.O.F.W.
 OLD R.O.F.W.

CATARINO PEDREGON
 1559 FT.

CATARINO PEDREGON

CHAS. KING

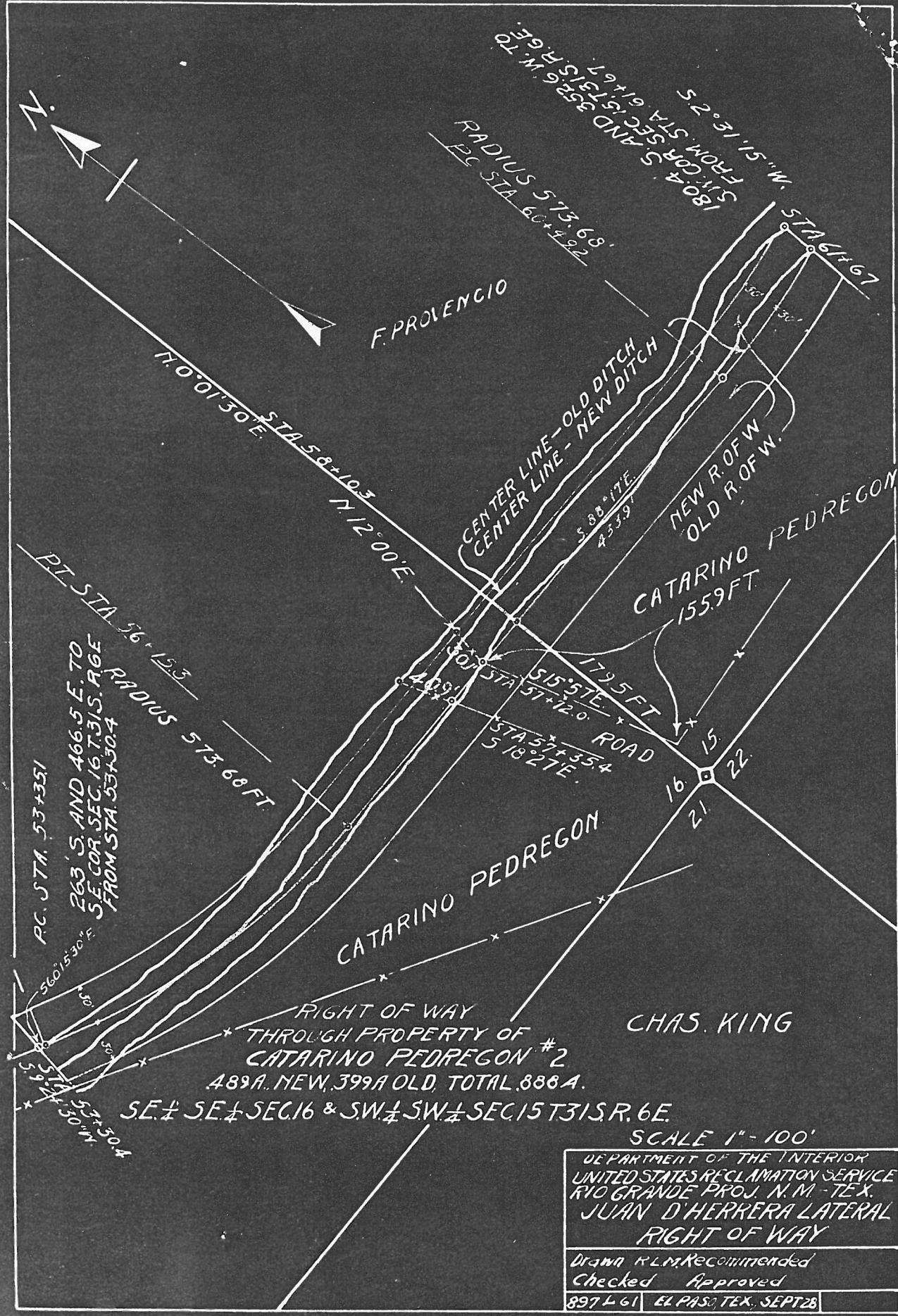
RIGHT OF WAY
 THROUGH PROPERTY OF
 CATARINO PEDREGON #2
 489A. NEW, 399A OLD, TOTAL 888A.
 SE 1/4 SEC 16 & SW 1/4 SEC 15 T 31 S R. 6 E.

SCALE 1" = 100'

DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJ. N. M. - TEX.
 JUAN D'HERRERA LATERAL
 RIGHT OF WAY

Drawn R.L.N. Recommended
 Checked Approved

897 L 61 EL PASO, TEX. SEPT 28



RIGHT OF WAY
 THROUGH PROPERTY OF
CATARINO PEDREGON #2
 .489A. NEW, .399A OLD, TOTAL .888A.
 SE 1/4 SE 1/4 SEC. 16 & SW 1/4 SW 1/4 SEC. 15 T. 31 S. R. 6 E.

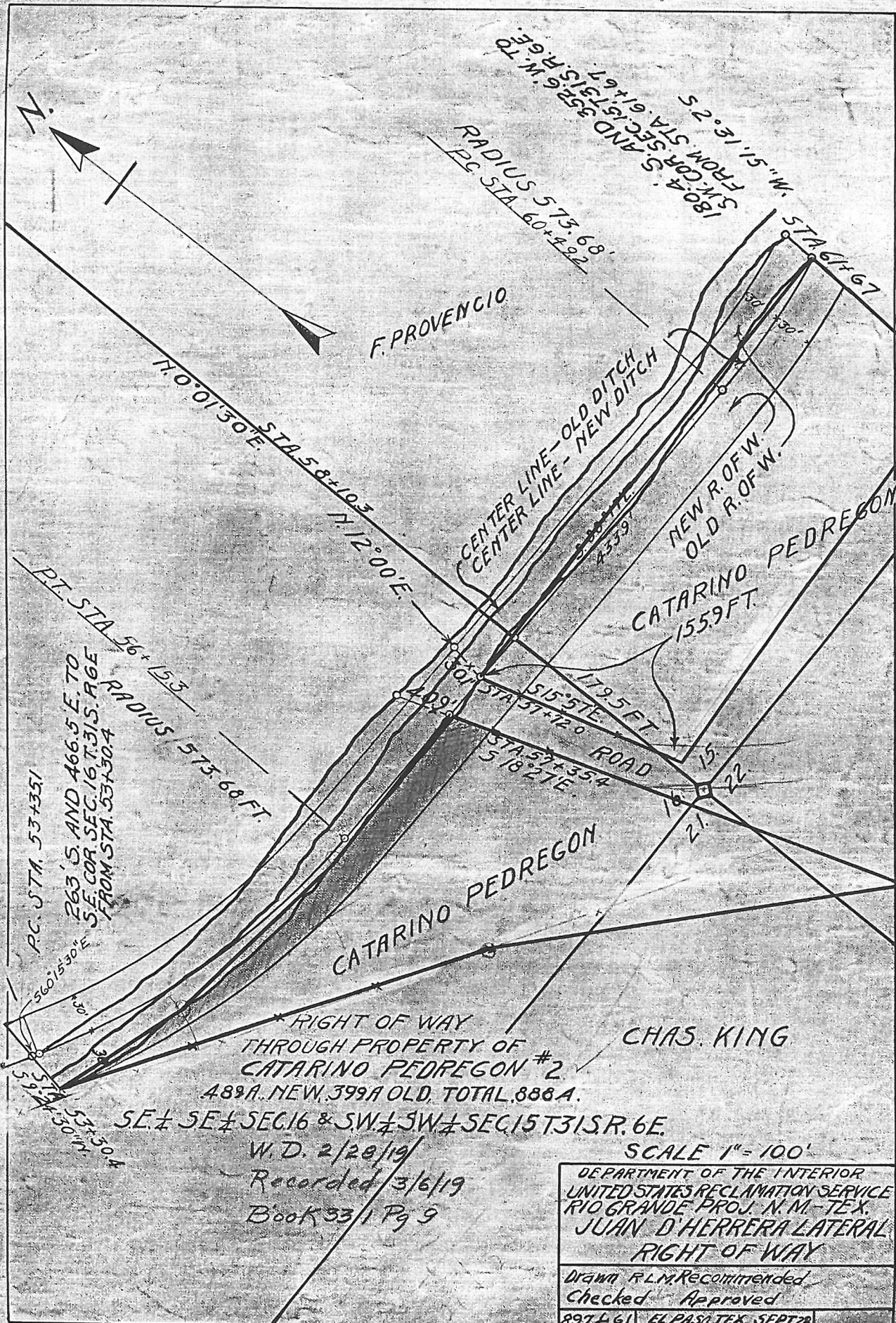
CHAS. KING

SCALE 1" = 100'

DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJ. N. M. - TEX.
JUAN D'HERRERA LATERAL
RIGHT OF WAY

Drawn R.L.M. Recommended
 Checked Approved

897 L 61 EL PASO, TEX. SEPT 28



P.C. STA. 53+351
 263'S. AND 466.5'E. TO
 S.E. COR. SEC. 16 T. 31 S. R. 6 E
 FROM STA. 53+30.4
 RADIUS 573.68 FT.

1804'S. AND 352.6 W. TO
 S.W. COR. SEC. 15 T. 31 S. R. 6 E.
 FROM STA. 61+67
 M. 51.13.25
 RADIUS 573.68'
 P.C. STA 60+422

RIGHT OF WAY
 THROUGH PROPERTY OF
 CATARINO PEDREGON #2
 488A. NEW, 399A OLD, TOTAL 888A.

SE 1/4 SE 1/4 SEC. 16 & SW 1/4 SW 1/4 SEC. 15 T. 31 S. R. 6 E.

W.D. 2/28/19
 Recorded 3/6/19
 Book 33 / Pg 9

SCALE 1" = 100'

DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJ. N. M. - TEX.
 JUAN D'HERRERA LATERAL
 RIGHT OF WAY
 Drawn R.L.M. Recommended
 Checked Approved
 897-L-61 EL PASO, TEX., SEPT. 28

Memorandum in reference to payment of taxes assessed by El Paso County Water Improvement District No. 1.

Reference is had to paragraph 5 of Mr. Peery's opinion dated March 29, 1919, on title to 0.888 acres of land purchased from Catarino Pedregon and wife.

The assessments made by El Paso County Water Improvement District No. 1 are made yearly ~~at~~ at the rate of 30 cents on \$100 valuation. The consideration to be paid for this land is \$99.75, so, even if assessment is unpaid, the amount involved is something less than \$0.30. The United States has had possession of the particular right of way since, or before, December, 1917, and the District releases from assessment the lands taken by the Service for canal purposes. In view of these facts, and also the fact that the Government looks to the District as a whole for the repayment of construction charges, it is recommended that the papers pass without further consideration being given this matter.

C F HARVEY

Clerk.

El Paso, Texas,
April 3, 1919.

Yakima, Wash., March 29, 1919

District Counsel, Edwin H. Peery

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

Subject-Supplemental opinion on title to 0.888 acres of land to be purchased from Catarino Pedregon and wife for the Rio Grande Project, N.M.-Texas.

1. I have examined your opinion of March 18, 1919, together with abstract and other papers transmitted therewith relative to the title of Catarino Pedregon to a tract of land containing 0.888 acres situated in Ysleta Grant in El Paso County, Texas, which tract the United States is proceeding to acquire in pursuance of the agreement dated December 10, 1917, with said Pedregon and Maria B., his wife, to convey the same to the United States for a consideration of \$99.75.

2. On January 7, 1919, I rendered an opinion upon the title to this purchase concluding at the time that the title was not such as could be accepted by the United States. Later in a letter of February 15, 1919, certain steps were pointed out which in my opinion might properly be taken for the perfection of the title.

3. The abstract heretofore submitted with the papers has now been continued and shows a deed (Entry No. 20) from the vendors to the United States. In your opinion title is now vested in the United States.

4. The taxes appearing by entry No. 23 of the extended abstract do not appear therein to have been paid but redemption receipts covering said taxes are with the papers.

5. In the certificate to the extension of the abstract it is recited that the abstract does not include taxes for the El Paso County Water Improvement District No. 1. An examination should be made to ascertain whether any taxes of this District are assessed against the land and unpaid.

6. On examination of the abstract, as extended, together with other papers transmitted with your said opinion, I find that on March 5, 1919, date that the abstract closed, good title to the premises embraced in said agreement of sale was vested in the United States by deed of February 28, 1919, from the vendors unencumbered except for showing that taxes for the El Paso County Water Improvement District No. 1 have been paid. The agreement and the deed recite that a portion of the land embraced in the deed is covered by a right of way for

the Juan d' Herrera ditch belonging to the United States.

7. After showing that the taxes above mentioned have been paid, or that none have been assessed against said land, the payment of the consideration named in the agreement may be made in due course, the Fiscal Agent transmitting with the voucher the papers prescribed by the Reclamation Manual in the case of land purchases, including the redemption certificates above referred to.

EDWIN H. PERRY

Encs:

- 1-Opinion of Dist.Cl. dated 3/18/19
- 2- " " " " Titles dated 1/7/19
- 3-Letter of Dist.Cl. " " 2/15/19
- 4-Opinion Asst.Dist.Cl.Preuss " 2/19/18
- 5-2 Redemption Tax Sale Receipts
- 6-Original agreement of sale
- 7-2 Blueprints
- 8-Certificate of C.F.Harvey
- 9-Deed from Vendors to U.S.A.and copy
- 10-Abstract #14785 extended by Pioneer
Abstract & Guaranty Title Co. to 3/15/19.

CC-Ch.Cl-Wash.

El Paso, Texas, March 18, 1919.

From: District Counsel,
 To: Edwin B. Peery, District Counsel, Denver, Colo.
 Subject: Purchase of 0.883 of an acre of land from Catarino Pedregon and wife for the Juan d'Herrera Lateral System - Rio Grande Project, New Mexico-Texas.

1. Reference is had to your opinion dated February 15th and other opinions of this title, all of which with related papers are transmitted herewith for your final review, as requested in the last paragraph of opinion of February 15th.

2. The taxes have been paid, as you will note by the tax receipt, although they were not paid at the time the abstract was brought up to date and appear as unpaid in the tax certificate in the abstract.

3. With reference to paragraph 3 of your last opinion, you will find that we have, upon the blueprint, identified the tract to be conveyed with the tract abstracted, using in this connection the plat of land found on page 3 of the abstract.

4. With reference to paragraphs 4 and 5 of your opinion, the affidavit of possession therein referred to has been acknowledged and recorded and appears in the abstract; also the County Commissioners' deed to the United States appears in the abstract. The affidavit of possession is not ready for delivery from the county clerk's office, but we will obtain the original and send it in thru the fiscal agent with the other papers after you have returned them to us.

5. With reference to paragraph 9 of your opinion, we do not find that an extensive review of the history of the title is necessary, in addition to the matters covered herein. We are of the opinion that, with the above steps accomplished and after review of the abstract of title brought up to date, good title vests in the United States and that payment may now be made to the grantor.

Encls: -----
 Abstract of title, cert. by
 Harvey, opinions of Mr. Peery dated
 Feb. 15, & Jan. 7, opinion Miss Preuss dated Feb. 19,
 orig. contract, orig. deed, copy of deed, 2 blueprints.
 2 tax receipts

PW Dent

*By C. F. Hawley
 Clerk*

CFH:T

El Paso, Texas, FEB 20 1919

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
affidavit of possession, dated January 27, 1919, signed
by Catarino Pedregon.

Yours very truly,

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

Enc 1.

CH

El Paso, Texas, February 28, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two warranty deeds dated February 28, 1919, running from Catarino Pedregon and wife to the United States.

Very truly yours,

P W DENT CPH

District Counsel.

2 incls.

CFH:T

El Paso, Texas,
February 20, 1919.

Mr. Catarino Pedregon,
R. F. D. No. 1,
El Paso, Texas.

Dear Sir:

Transmitted herewith to be executed by yourself and wife is a warranty deed running to the United States intended to convey .80⁰⁰ of an acre of land. Please sign and return this deed at your earliest convenience, and when same has been duly recorded we will be in position to pay you the amount due for the Juan D'Herrera canal right of way.

This office will take up the matter of taxes on your land, there being quite an amount of back taxes at present due, which will have to be paid. We understand that you are willing to have the Reclamation Service pay these taxes and make a deduction therefor from the amount due you and this will be done.

The warranty deed should have a United States Internal Revenue Stamp for 50¢ affixed to it. Please do not overlook this.

Yours very truly,

P.W.DENT

By C.F.Harvey

District Counsel.

Enc 1.

P.S. Returned herewith is affidavit as to possession, which you recently signed. We find it is necessary to put this affidavit upon the official county records, but before it can be recorded it will, of course, have to be acknowledged. You will please acknowledge this and also have Mr. Ramos acknowledge his signature, using the acknowledgment which we have prepared and attached to the affidavit for this purpose.

CERTIFICATE

THIS IS TO CERTIFY, That the right of way intended to be conveyed to the United States, as described in contract dated December 10, 1917, between Catarino Pedregon and wife and the United States, is found, after investigation of the property maps and of the premises in question, not to be encroached upon by the canal conveyed by Cristobal Brezino to the El Paso Irrigation Company, as set out at entry No. 12 of the abstract of title No. 14785, Pioneer Abstract Company.

C.F. Harvey

Asst. District Counsel.

El Paso, Texas.

February 1, 1919.

AFFIDAVIT OF POSSESSION

STATE OF TEXAS : ss.
COUNTY OF EL PASO:

Catarino Pedregon of lawful age, whose post office address is R.F.D, El Paso, Texas, being first duly sworn on oath deposes and says:

That affiant and his predecessors in interest or title, for more than ten years prior to date hereof, have been in open, notorious, adverse, exclusive and continuous possession of the tract of land shown on page 3 of the abstract of title No. 14785 of Pioneer Abstract Co., a portion of which affiant and his wife, Maria B. Pedregon, by contract dated December 10, 1917, have agreed to convey to the United States of America.

Catarino Pedregon

Subscribed and sworn to before me this 27 day of Jany, A.D., 1919.

VOLNEY M BROWN

Notary Public in and for El Paso County, Texas.

STATE OF TEXAS : ss.
COUNTY OF EL PASO:

P Ramos of lawful age, whose post

office address is R F D El Paso Tex, being first duly sworn on oath deposes and says: ^{had to him} That he has read the above and foregoing affidavit of Catarino Pedregon and knows of his own knowledge that the matters and things therein stated are true; that affiant is in no wise related to the said Catarino Pedregon and has no interest financially or otherwise in the tract of land described.

P RAMOS

Subscribed and sworn to before me this 27 day of Jany, A.D., 1919.

VOLNEY M. BROWN

Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS :
COUNTY OF EL PASO :

Before me, C M Wilchar A Notary Public
in and for El Paso County, Texas, on this day personally
appeared Catarino Pedregon, 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 purpose
and consideration therein expressed.

Given under my hand and seal of office this 28
day of February, A.D., 1919.

C M Wilchar
Notary Public El Paso Co Texas

THE STATE OF TEXAS :
COUNTY OF EL PASO :

Before me, A Notary Public
in and for El Paso County, Texas, on this day personally
appeared P. Ramos, 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 purpose and con-
sideration therein expressed.

Given under my hand and seal of office this 28
day of February, A.D., 1919.

C M WILCHAR
Notary Public El Paso County
Texas.

Denver, Colorado, February 15, 1919.

District Counsel Edwin H. Peery,

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

Purchase of 0.888 of an acre of land from Catarino Pedregon and wife for the Juan d'Herrera Lateral System,- Rio Grande Project, New Mexico-Texas.

1. I have your letter of February 1, 1919, transmitting papers in the matter of the above purchase. You express no opinion as to the condition of the title but submit for my consideration an affidavit by Catarino Pedregon of January 27, 1919, supported by affidavit of same date by P. Ramos setting forth that said Pedregon and his predecessors in interest or title for more than ten years prior to the date of the affidavit had been in open, notorious, adverse, exclusive and continuous possession of the premises to be conveyed to the United States.

2. By letter of November 20, 1918, Assistant District Counsel H. D. Padgett transmitted certain papers relating to the said purchase including a preliminary opinion by Assistant District Counsel A. B. Preuss which was to the effect that the abstract did not show valid title in the vendor and that the latter could convey good title to the land only by showing adverse possession for the statutory period, subject to the removal of certain tax liens shown at page 15 of the abstract, and also to the interest of the heirs of one Charles Hopf under a trustee's deed. My opinion of January 7, 1919, followed in which I pointed out certain defects and steps to be taken to perfect title. The land was shown to be subject to the tax liens mentioned but the supposed interest of the heirs of Charles Hopf was waived for the reason stated in said opinion.

3. At paragraph 3 I suggested that the tract to be conveyed should be identified with the tract covered by the abstract by proper reference and that a blue print should also be prepared indicating thereon the property lines called for by the deed. You state that your office will call for a blue print showing the property lines to accompany the papers and that in drawing the deed to the United States reference will be had to a former conveyance in order that the land may be identified with the tract abstracted.

4. At paragraph 5 of my opinion attention was called to the fact that no title was shown to have ever vested in Cristobal Briseno who was the first person shown to have conveyed the property. It was suggested that if no deed could be found from the Yaleta Grant in which the property is situated or from the county commissioners representing said Grant, reliance might be had upon the general deed executed by said commissioners relinquishing the rights of the state or of the Grant to land to be used by the United States for reclamation purposes upon showing of adverse possession in the vendor to the United States for the statutory period of limitation.

5. This condition seems to have been practically met by the showing contained in the affidavit referred to. Comparison, however, should be made to the deed of November 16, 1918, recorded in Book 327, page 376, to note whether all the requirements of said deed have been complied with in order to bring the land within its operation. If such conditions have been complied with it would appear that the title has vested in the vendor.

6. In paragraph 9 of my opinion attention was called to the right of way for a canal conveyed to the El Paso Irrigation Company. The certificate of Assistant District Counsel C. F. Harvey of February 1, 1919, is to the effect that the right of way intended to be conveyed to the United States does not encroach upon the right of way conveyed to the El Paso Irrigation Company.

7. The taxes as noted in my opinion are still unpaid. Attention should be given to taxes accruing since the date of the abstract.

8. I do not think it advisable to encumber the records with another preliminary opinion but prefer to await the conclusion of the steps to be taken in the way of preparing a blue print and deed and also the continuation of the abstract. The affidavit showing adverse possession should be recorded so as to make the deed from the county commissioners to the United States effective.

9. The papers may be submitted for final opinion with the voucher and in this connection I would appreciate your views as to the state of the title.

CC-Chief Counsel, Wash. D. C.

Edwin H. Peery.

Encs:

1. Opinion of District Counsel Peery, 1-7-19.
2. Opinion of Asst. " " Preuss, 2-19-18.
3. Agreement to sell.
4. Affidavits of Catarino Pedregon and R. Ramos.
5. Certificate of C. F. Harvey, Asst. District Counsel.
6. Abstract No. 14785 of the Pioneer Abstract Co.

CERTIFICATE

THIS IS TO CERTIFY, that the right of way intended to be conveyed to the United States, as described in contract dated December 10, 1917, between Caterino Pedregon and wife and the United States, is found, after investigation of the property maps and of the premises in question, not to be encroached upon by the canal conveyed by Cristobal Brazino to the El Paso Irrigation Company, as set out at entry No. 12 of the abstract of title No. 14785, Pioneer Abstract Company.

El Paso, Texas,

February 1, 1919.

C. F. Harvey

Asst. District Counsel.

El Paso, Texas, Feb. 1, 1919.

From: District Counsel.
 To: Edwin H. Peery, District Counsel, Denver, Colo.
 Subject: Opinion on title to .888 of an acre of land embraced in agreement with Catarino Pedregon and wife, to be purchased for right of way - Juan d'Herrera Lateral System - Rio Grande Project, New Mexico-Texas.

1. Reference is had to your opinion dated January 7, 1919.

2. With reference to paragraph 3 of your opinion, this office will call for a blueprint to accompany title papers, that will show the property lines, and in drawing the deed running to the United States reference will be had to former conveyance running from Isaac Loewenstein to Cristobal Brizeno, in order that the land may be identified with this tract previously abstracted.

3. With reference to paragraph 9 of your opinion, there is enclosed a certificate to the effect that the canal right of way conveyed to the El Paso Irrigation Company does not encroach upon the right of way that is to be conveyed to the Government. As a matter of fact, no canal exists on the ground.

4. With reference to paragraph 11 of your opinion, an affidavit has been prepared by District Counsel showing possession of the land for a period of time sufficient to affect title and this affidavit is transmitted herewith.

perfect
 5. With reference to paragraph 12 of your opinion, reference is made to the quitclaim deed running from County Commissioners to the United States, dated November 16, 1918, recorded in book 327, page 376, which is the same instrument that you refer to in your opinion and which has been accepted by the proper officers of the Washington office of the Reclamation Service.

6. Title papers are returned herewith for your further consideration, as requested in your opinion.

Encs: - - - - - P. W. Dent
 Opinion of Asst. Dist. Counsel Preuss By C. F. Harvey
 Opinion of District Counsel Peery,
 Agreement to sell-Abstract-Affidavit
 as to possession-Cert. as to El Paso
 Irrigation Co.

AFFIDAVIT OF POSSESSION

STATE OF TEXAS ss.
COUNTY OF EL PASO:

Catarino Pedregon of lawful age, whose post office address is R.F.D. El Paso, Texas, being first duly sworn on oath deposes and says:

That affiant and his predecessors in interest or title for more than ten years prior to date hereof, have been in open, notorious, adverse, exclusive and continuous possession of the tract of land shown on page 3 of the abstract of title No. 14785 of Pioneer Abstract Co., a portion of which affiant and his wife, Maria B. Pedregon, by contract dated December 10, 1917, have agreed to convey to the United States of America.

Catarino Pedregon

Subscribed and sworn to before me this 27 day of Jan, A.D., 1919.

W. M. Brown
Notary Public in and for El Paso County, Texas.

STATE OF TEXAS ss.
COUNTY OF EL PASO:

P. Ramos of lawful age, whose post office address is R.F.D. El Paso Texas being first duly sworn on oath deposes and says: That he has read the above and foregoing affidavit of Catarino Pedregon and knows of his own knowledge that the matters and things therein stated are true; that affiant is in no wise related to the said Catarino Pedregon and has no interest financially or otherwise in the tract of land described.

P. Ramos

Subscribed and sworn to before me this 27 day of Jan, A.D., 1919.

W. M. Brown
Notary Public in and for El Paso County, Texas.

Denver, Colorado, January 7, 1919.

District Counsel Edwin H. Peery,

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

Opinion on title to .888 of an acre of land embraced in agreement with Catarino Pedregon and wife, to be purchased for right of way - Juan d'Herrera Lateral System - Rio Grande Project, N.M. - Texas.

1. I have considered the opinion of Assistant District Counsel A. B. Freusa of February 19, 1918, together with abstract and papers transmitted with the letter of Assistant District Counsel H. D. Padgett of November 20, 1918, relating to the title of Catarino Pedregon and wife, Maria B., to a strip of land containing .888 of an acre, of which .399 of an acre is occupied by the old Juan d'Herrera Ditch belonging to the United States. This land is embraced in the agreement with said parties dated December 10, 1917, to convey the same to the United States for a consideration of \$99.75.

2. Assistant District Counsel Freusa is of opinion that Catarino Pedregon can convey good title to the land in question only by showing adverse possession for the statutory period subject to the removal of tax liens for the years enumerated at entry 15 of the abstract and subject to the interests of the heirs of Charles Hoyt under a certain trustee's deed made to their father during his life time. The tract of land which is the subject of the agreement lies within a right of way strip for a canal pertaining to the Juan d'Herrera lateral system where the same extends thru the land of vendor in the SW¹/₄, SE¹/₄ of Section 16 and the SW¹/₄, SW¹/₄ of Section 15, in Township 31 South, Range 6 East, U.S. Reclamation Service Survey and within the limits of the Isleta Grant in El Paso County, Texas.

3. The abstract covers a tract of 1.4 acres, being the first tract described in a certain deed from Isaac Lowenstein to Cristobal Briseno, shown at entry No. 6 of the abstract. The tract conveyed should be identified with the tract abstracted, as shown in said deed, by proper reference to the same. The blue print should also have indicated thereon the property lines called for by said deed.

4. The first deed purporting to convey title to the land abstracted is shown at entry No. 5. It is dated April 1, 1905, and was executed by Cristobal Briseno conveying the said land to Isaac Lowenstein, who afterwards reconveyed the same as above stated. Cristobal Briseno by deed of February 23, 1907 (entry No. 7) conveyed said land to Catarino Pedregon, the Government vendor, who has not since conveyed.

5. No title to the land in question is shown to have ever vested in Cristobal Briseno altho in the deed conveying to Loewenstein he recites that the property had been in his possession and cultivated by him for over forty years. It is uncertain, however, whether this statement refers to the first tract named in the deed which is the one abstracted or the second tract which is not covered by the abstract.

6. At entry No. 8 is shown a mortgage dated February 2, 1895, for \$15.00 by Cristobal Bresenio to Charles Hopf in which the former mortgages to the latter certain land lying between the Juan Perez acequia, the Contra acequia to the South and the county road on the East, which evidently is the land described in the abstract. At entry No. 9 is a deed of trust of August 11, 1898, by Cristobal Bresenio to a trustee for Charles Hopf for \$18.95.

7. It is probable that the deed of trust was given to take up the prior mortgage, but that is not shown by the abstract. A trustee's deed was issued February 8, 1900, to Charles Hopf purporting to have been executed in pursuance of the deed of trust except that the latter was referred to by the wrong book and page of record.

8. Subsequently suit appears to have been brought by Charles Hopf against Cristobal Bresenio in trespass to try title to the land embraced in the trustee's deed (abstract No. 11). This suit, after answer filed, was dismissed for want of prosecution and no further proceedings appear to have been had by Charles Hopf or any of his representatives to recover possession of said land. These proceedings, including the mortgage, the trust deed and the trustee's deed, all preceded in date the deed of Cristobal Briseno to Catarino Pedregon shown at entry No. 7. Owing to lapse of time these proceedings, including the trust deed and trustee's deed, may be disregarded as it is clear that whatever interest Charles Hopf obtained thru said proceedings has been abandoned or has been obtained by purchase by Cristobal Briseno or his successor.

9. At entry No. 12 is shown a deed by Cristoval Bresenio to the El Paso Irrigation Company conveying a strip 40 feet wide on each side of said company's canal from station 577 + 20 to 590 + 20 containing .36 of an acre. It is not shown that this affects the land under abstract except as such conclusion might be inferred from the fact that the deed appears in this abstract. It should be ascertained and certified, if such is the fact, that said canal does not interfere with the proposed purchase.

10. Taxes shown at entry No. 15 from 1895 to 1906, inclusive, are unpaid as stated by Assistant District Counsel Preuss.

11. It appears from this examination that Catarino Pedregon does not have such title as can be accepted by the United States. His grantor is not shown by the abstract to have had any interest in the premises which he attempted to convey. If the original deeds necessary to complete the title cannot be produced, reliance may be had upon the statute of limita-

tions as in the case of the purchase of .66 of an acre, opinion in which purchase was rendered under this date. A proper showing may be made that the vendors and their predecessors in interest have held adverse possession of the tract of land described in the deed from Cristobal Friseno to Catarino Pedregon for the period necessary to bar adverse claims.

12. If no deed can be found from the Isleta Grant, or from the County Commissioners representing said Grant, reliance may be had upon the general deed recently executed by said commissioners relinquishing the rights of the state or of the Grant to land to be used by the United States for reclamation purposes upon showing of adverse possession in the vendor to the United States for the statutory period of limitation.

13. The papers are therefore returned suggesting a completion of the title in the manner above indicated. After title has been completed to your satisfaction the papers should be returned with your opinion for further consideration.

CC-Chief Counsel, Wash. D.C.

Erwin H. Peery.

Encs:

1. Opinion of Assistant District Counsel Treuss.
2. Agreement of sale with blue print attached.
3. Abstract No. 14785 of the Pioneer Abstract Co.

El Paso, Texas,
Nov. 20, 1918.

From: H. D. Padgett, Asst. District Counsel.

To: E. H. Peery, District Counsel, Denver, Colorado.

Subject: Opinion on title to proposed purchase of land from
Catarino Pedregon, for right-of-way reconstruction
Juan D'Herrera Community Ditch, Tract No. 2, Rio
Grande Project, New Mexico-Texas.

1. I find in the file for the above subject, original letter of February 19, 1918, addressed by Asst. District Counsel Pruess to you, which was evidently delivered to you when you were in this office.

2. As it appears that you have rendered no opinion on this title, I am enclosing the above mentioned letter, together with abstract, copy of contract and blue print showing the location of the land, for your consideration.

Enc 4.

H. D. Padgett

El Paso, Texas, March 13, 1918.

Miss A. B. Preuss,

605 Federal Building,

Los Angeles, Calif.

My dear Miss Preuss:

I enclose your opinion as Assistant District Counsel in the matter of the purchase of land from ~~the~~ Catarino Pedregon, for your signature. Please sign and return, so that I may make it the basis of an opinion.

Yours truly,

Edwin H. Peery,

District Counsel in charge
of Titles.

El Paso, Texas, Feb. 19, 1918.

From Asst. District Counsel, A. B. Preuss,
To District Counsel in Charge of Titles, Los Angeles.
Subject: Opinion on title to proposed purchase of land from
Catarino Pedregon, for right of way reconstruction
Juan d'Herrera Community Ditch, Tract No. 2, Rio Grande
Project, New Mexico-Texas.

1. Herewith are transmitted abstract of Title No. 14785 and accompanying papers relating to the proposed purchase of .489 of an acre of land from Catarino Pedregon in accordance with agreement dated December 10, 1917, approved January 4, 1918, for a consideration of \$99.75.

2. The land in question is a long, narrow strip abutting on the bank of the old Juan d'Herrera Ditch which is now the property of the United States, and is a part of a small tract of land belonging to vendor lying in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) Section sixteen (16), and Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section fifteen (15), Township thirty-one (31) South, Range six (6) East, U.S.-R.S. Survey, in Ysleta Grant, in the portion added to original grant, lying between the Rio Viejo and the Rio Grande as set forth in deed from the State of Texas dated February 12, 1858, and recorded in Book B at page 22, Deed Records, El Paso County, Texas (see page 12 Abstract 14601, covering tract no. 1 to be purchased

from the same vendor).

3. Cristobal Brezenio by Warranty Deed dated April 1, 1905(p 5) conveys the land in question which is included in the first tract described in said deed, to Isaac Loewenstein who in turn reconveys land to Christobal Brezenio(p 7). There is nothing to show how Brezeno acquired title in the first instance.

4. By warranty deed dated February 23, 1907, Christobal Brezeno conveys the land to be purchased by the United States, to Catarino Pedregon.

5. It appears that Brezenio or Brezeno prior to his conveyance to Pedregon in 1895 mortgaged the tracts including proposed government purchase to Chas.Hoff(- 10) and the note for \$14 for which mortgage was given, not being duly paid, Brezeno executed a deed of trust dated August 11, 1898, to R. E. Bryant for Chas.Hoff which upon default of payment of debt, was later followed by a trustee 's deed dated February 8, 1900, to Hoff. Evidently Brezeno failed to leave the land and Hoff resorted to Suit Number 3569(p 11) to get possession of the land. The suit was however dismissed in 1904 for failure to prosecute, Brezenio(Brezeno) apparently enjoying the land thereafter until he conveyed it to Pedregon in 1907.

6. It is my opinion that Catarino Pedregon can ~~give~~ convey good title to the land in question only by showing adverse possession for the statutory period subject to removal

of tax lien for the years enumerated(p 15) and whatever
interest the heirs of Chas.Hoff hold under trustee's deed
to their father covering the land to be conveyed.

El Paso, Texas, Feb. 19, 1918.

From Asst. District Counsel, A. B. Preuss,
To District Counsel in Charge of Titles, Los Angeles.
Subject: Opinion on title to proposed purchase of land from
Catarino Pedregon, for right of way reconstruction
Juan d'Herrera Community Ditch, Tract No. 2, Rio Grande
Project, New Mexico-Texas.

1. Herewith are transmitted abstract of Title No. 14785 and accompanying papers relating to the proposed purchase of .489 of an acre of land from Catarion Pedregon in accordance with agreement dated December 10, 1917, approved January 4, 1918, for a consideration of \$99.75.

2. The land in question is a long, narrow strip abutting on the bank of the old Juan d'Herrera Ditch which is now the property of the United States, and is a part of a small tract of land belonging to vendor lying in the Southeast quarter of the Southeast quarter(SE $\frac{1}{4}$ SE $\frac{1}{4}$) Section sixteen(16), and Southwest quarter of the Southwest quarter(SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section fifteen(15), Township thirty-one(31) South, Range six(6) East, U.S. R.S. Survey, in Ysleta Grant, in the portion added to original grant, lying between the Rio Viejo and the Rio Grande as set forth in deed from the State of Texas dated February 12, 1858, and recorded in Book B at page 22, Deed Records, El Paso County, Texas (see page 12 Abstract 14601, covering tract no. 1 to be purchased

from the same vendor).

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4. By warranty deed dated February 23, 1907, Christobal Brezeno conveys the land to be purchased by the United States, to Catarino Pedregon.

5. It appears that Brezenio or Brezeno prior to his conveyance to Pedregon in 1895 mortgaged the tracts including proposed government purchase to Chas. Hoff(- 10) and the note for \$14 for which mortgage was given, not being duly paid, Brezeno executed a deed of trust dated August 11, 1898, to R. E. Bryant for Chas. Hoff which upon default of payment of debt, was later followed by a trustee's deed dated February 8, 1900, to Hoff. Evidently Brezeno failed to leave the land and Hoff resorted to Suit Number 3569(p 11) to get possession of the land. The suit was however dismissed in 1904 for failure to prosecute, Brezenio(Brezeno) apparently enjoying the land thereafter until he conveyed it to Pedregon in 1907.

6. It is my opinion that Catarino Pedregon can give convey good title to the land in question only by showing adverse possession for the statutory period subject to removal

of tax lien for the years enumerated (p 15) and whatever interest the heirs of Chas. Hoff hold under trustee's deed to their father covering the land to be conveyed.

El Paso, Texas, Jan.9, 1918.

The County Clerk,
El Paso, Texas.

Dear Sir:

Herewith is inclosed agreement to sell dated
December 10, 1917, between Catarino Pedregon and wife
and the United States for right of way - Juan d'Herrera
Lateral System.

Please record such agreement and in due time
I will call for it.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Jan.9, 1918.

The Pioneer Abstract Company,

El Paso, Texas.

Gentlemen:

Please prepare an abstract covering land described in accompanying agreement to sell between Catarino Pedregon and the United States, dated December 10, 1917.

This is a second tract from Mr. Pedregon and I would request that if title for both tracts was derived from the same source such curtailment as would be proper, be made of this second abstract if it would cause no inconvenience in examining it.

Thanking you for your cooperation, I am,

Very truly yours,

Asst. District Counsel,

El Paso, Texas, Jan. 9, 1918.

Mr. Catarino Pedregon,

El Paso, Texas.

Dear Sir:

This is to notify you that your second agreement to sell land to the United States, dated December 10, 1917, has been approved at Washington, and that proper steps are being taken to complete the transaction.

Abstract of title to the first tract of land you are selling the United States, has not yet been received from the Abstract Company, but I shall communicate with that company today as to the delay.

Very truly yours,

Asst. District Counsel.

CFH:T

El Paso, Texas,

The Pioneer Abstract & Title Co.,

El Paso, Texas.

Gentlemen:

Enclosed is abstract of title No. 14785 relating to land owned by Catarino Pedregon.

Please have this abstract brought up to date, including a warranty deed running from Catarino Pedregon to the United States, an affidavit as to possession signed by Catarino Pedregon which has recently been recorded, and a showing as to taxes.

Yours very truly,

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

Enc 1.

o, f, f, f, a, a, s, e

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas,~~ December 11, 1917.

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

Subject: Forwarding contract for approval.

Agreement dated **December 20, 1917.** Rio Grande

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

With **CATARINO PEDREGON and wife.**

Estimated amount involved, \$ **99.75** (See Gen'l Order No. 124)

Purpose of agreement: **Purchase of R/W Juan d'Herrera Lateral.**
(See instructions on back, Pars. 4 and 5)

Authority No. 50-1.

Respectfully transmitted to Director, Washington for approval.
Enc: Orig. & 3 copies fm. letter.
" " 2 " " contract.
" " 1 blue print.
" " 1 report on land agreement.
" " 1 certifying case of necessity.
P. E. Raymond
Chief of Construction
Denver, Colo. Dec. 15, 1917.

~~Original and one copy of bond herewith.~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project

Manager at **El Paso, Texas,**

and **District Counsel** at **El Paso, Texas.** ✓
of the approval of the above.

Incs.

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

L. M. LAWSON,
(Signature.)

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

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

JAN 4 - 1918

Date of approval *JAN 4 - 1918*

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

Original enclosed for record to P.M.

DEC 22 '17 74768

Morris Bien, Acting Director, U.S.R.S.

THIS AGREEMENT, made this 10th day of December

nineteen hundred and seventeen between CATARINO PEDRAGON

and MARIA B. PEDRAGON, his wife, of El Paso

County, Texas, for them selves, th eir heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

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

WITNESSETH:

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

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

A tract of land situated in the Southeast quarter of the Southeast quarter(SE,SE) of section sixteen(16), and the Southwest quarter of the Southwest quarter(SW,SW) of section fifteen(15), in Township thirty-one (31) south, Range six(6) East, of the U. S. Reclamation Service Survey, and in Ysleta(Texas) Grant, being all the land lying to the right or south of the center line of the present Juan d'Herrera Ditch, said Ditch being the property of the United States, and included in a tract of land sixty (60) feet wide lying thirty(30) feet on each side of a center line described as follows: Beginning at station 55+30.4 of said center line, a point on the property line between land of vendor and E. Provenzo, said property line bearing South 0°24'30" East, from which point the Southeast corner of Section sixteen(16) lies South two hundred sixty-three(263) feet and East four hundred sixty-six and five-tenths(466.5) feet; running thence South 80°15'30" East four and seven-tenths(4.7) feet; thence to the left along a curve, tangent to the last course whose radius is five hundred seventy-three and sixty-eight hundredths(573.68) feet a distance of two hundred eighty and two-tenths(280.2) feet; thence South 88°17' East one hundred ninety-five(195) feet to a point on the East line of Section sixteen (16) from which the Section corner common to Sections 15, 16, 21 and 22, Township 31 South, Range 6 East, bears South 0°01'30" East one hundred seventy-nine and five-tenths(179.5) feet; thence South 88°17' East two hundred thirty-eight and nine-tenths(238.9) feet; thence to the left along a curve tangent to the last course whose radius is five hundred seventy-three and sixty-eight hundredths(573.68) feet, a distance of one hundred seventeen and eight-tenths(117.8) feet to station 61+87 of said center line, a point (Description continued on Sheet 1 hereto and made a part hereof)

Sheet No.1

the property line between land of Vendor and Jose Garcia, said property line bearing South 2° 31' 15" West, from which point the southwest corner of Section fifteen(15), Township thirty-one(31) North, Range six(6) West, lies South one hundred eighty and four-tenths(180.4)feet and West three hundred fifty-two and six-tenths(352.6)feet; said tract of land containing eight hundred eighty-eight thousandths(.888) of an acre, more or less, of which three hundred ninety-nine thousandths(.399) of an acre is occupied by the present Juan d'Herrera Ditch which is the property of the United States.

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

888
399

489

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

Witnesses :

GEO. W. HOADLEY CATARINO PEDREGON
of Catarino Pedregon

GEO. W. HOADLEY MARIA B. PEDREGON
of Maria B. Pedregon. Vendor.

of L. M. LAWSON
For and on behalf of the United States.

of

STATE OF Texas }
COUNTY OF El Paso } ss :

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

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

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as a witness to the foregoing instrument of writing, and after being duly sworn by me, stated on oath that he saw CATARINO PEDREGON & MARIA B. PEDREGON, the persons who executed the foregoing instrument, subscribe the same, and that he has signed the same as a witness at the request of the persons who executed the same.

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

I further certify that I did examine the said

separate and apart from husband, and explained to the contents of the foregoing instrument, and upon that examination declared that did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.

Given under my hand and official seal, this 11th day of December, 1917.

[SEAL.]

Jessie E. M. Howe

June 1, 1919.

My commission expires

Approved Jan 4 1918

Mattie B. ...

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

December 10, 1917.
INFORMATION relating to agreement made ~~1917~~¹⁹¹⁸, with
~~CATARINO PEDREGON and wife~~

for the purchase of land required for **Juan d'Herrera Lateral System**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and approximate area of land to be conveyed.
.489 acre. (See agreement herewith for description)
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.
Ysleta Town Grant.
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.
Catarino Pedregon and wife.
Address: R. F. D. Box 520, El Paso, Texas.
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.
Catarino Pedregon and wife.
5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.
None

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.

All in cultivation: no improvements: crop alfalfa.

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 irrigated from the present Juan d'Herrera Ditch.

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

\$200 to \$300 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.

It is claimed by Vendor that the taking of this strip will diminish the value of his remaining land for the reason that it decreases the width thereof, the tract having been only 155 feet wide in the first instance.

The above is a correct statement of the information procured.

Dated December 11,

191

(Signature) *Geo W Hoadley*

(Title) Field Assistant ~~XXXXXXXXXX~~
In Charge of Negotiations.

Approved: *LM Law*
Project Manager. ~~XXXXXXX~~
Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 Edition, Pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, Pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States Attorney for the district. For form of possessory certificate see also Par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz., the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States Attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

8. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which cannot be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

9. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

10. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the Project Manager of the particular project, to be forwarded to the Director at Washington, D. C.

12. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

13. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, a widow or widower.

14. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

15. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

16. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

17. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, Par. 12, Page 227.

18. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

REPORT ON LAND AGREEMENT.

For purposes.

..... project

Sec....., T....., R.....M.

Belonging to.....

.....

County of.....

State of.....

Submitted by.....

Date 191.....

CERTIFICATE.

I HEREBY CERTIFY That the land described in attached agreement dated December 10, 1917, with CATARINO PEDREGON and MARIA B. PEDREGON, his wife, is necessary for purposes authorized by the Reclamation Act, viz: for right of way JUAN d' HERERA LATERAL SYSTEM, Rio Grande Project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

El Paso, Texas,
December 11, 1917.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

1218 Mills Building

El Paso, Texas, November 30, 1917

Mr. Caterina Pedregon,
San Jose,
Ysleta, Texas.

Dear Sir:

Enclosed find map, on which is shown (in red) a strip of your land required by the United States for the Juan d' Herrera Lateral, amounting to 0.489 acres, for which we will pay at the rate of two hundred fifty dollars per acre.

Upon receipt of reply from you, stating that the said terms are satisfactory to you, will prepare the necessary papers for you to sign and have acknowledged.

Very truly yours,

U. S. RECLAMATION SERVICE,

By

L. C. Lawson

Project Manager

Enc.

122.02