

780

CANDELARIA, CLEMENTE, et. ux., Simona

WARRANTY DEED

RIVERSIDE CANAL

183

0023-0082-0050-00

ABSTRACT OF AGREEMENT
ADVERTISING—AWARD—FORM

No. 1164-334
(Contract)

Date _____, 19____

Department of the Interior
(Department or establishment)

Bureau of Reclamation
(Bureau or office)

El Paso, Texas
(Location)

ABSTRACT OF AGREEMENT

Clemente Candelaria and Simona Candelaria
(Name of contractor)

Total amount, \$ 96.00

By Selves

Subject purchase of land

Title Contractors

Contract period 11/3-1928

Address Ysleta, Texas

Appropriation Reclamation Fund, F.Y. 1929-Rio Grand

Contracting officer L.R. Flock, Acting Sup't.

Discount _____

Items _____

Quantity 1.28 acres

Unit price(s) _____

Deliveries _____

Conditions _____

Payments to be made by Special Fiscal Agent L.S. Ennicott

Deductions _____

Special requirements:

Damages, actual _____

Damages, liquidated _____

Other _____

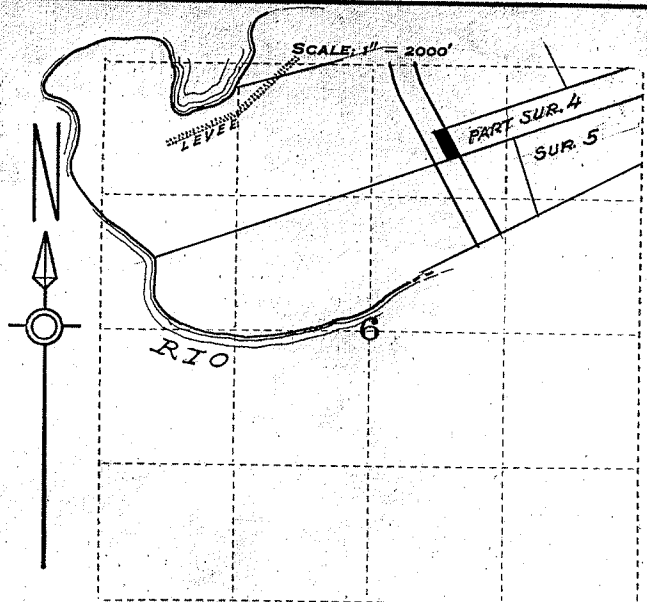
Remarks _____

METHOD OF OR ABSENCE OF ADVERTISING

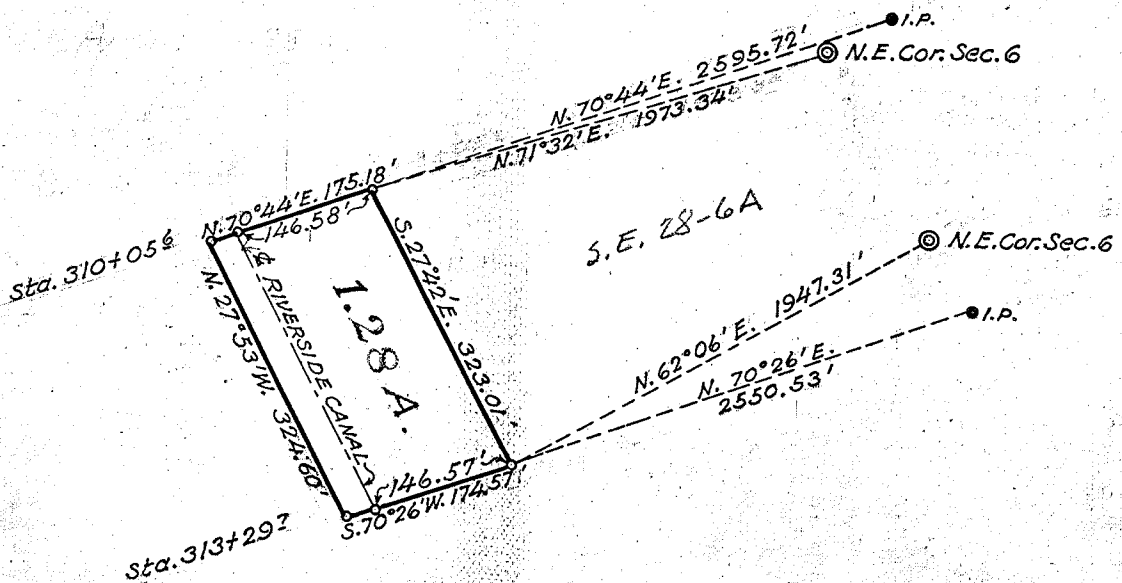
(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to _____ dealers and by notices posted in public places.
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with _____
5. Without advertising, it being impracticable to secure competition because of * _____

*See NOTE 1 on reverse hereof.



LOCATION PLAT
S. 6 T. 33S. R. 7E



SAN ELIZARIO GRANT MAINLAND
PART SUR. 4 1.28 Ac.

Clemente Candelaria
W.D. 3/30/32. Rec 4/7/32
BK 550 Pg 390

SCALE: 1" = 200' 56 40

DEPARTMENT OF THE INTERIOR,
UNITED STATES RECLAMATION SERVICE,
RIO GRANDE PROJECT- NEW MEXICO- TEXAS
RIVERSIDE CANAL & RIO
INTERCEPTING DRAIN,
RIGHT OF WAY

FIELD WORK: F.H.N. CHECKED: G.W.H.
DRAWN: E.T.G. G.A. FRM APPROVED:
3216-L-122 EL PASO, TEX. 3-26-28

619 First National Bank Bldg.,
El Paso, Texas,

April 6, 1932.

Pioneer Abstract and Guarantee Title Co.,
Bassett Tower,
El Paso, Texas.

Gentlemen:

There is enclosed herewith abstract, your numbers 41333 and 46058, pages 51 to 59, inclusive, of which were last certified by you March 23, 1932. Since then the Government's grantor under purchase contract has executed deed which has been sent to the County Clerk for recording. Will you kindly bring the abstract down to date to include among any other transactions as appear of record such deed to the United States, omitting, however, any further tax certificate.

In returning the abstract after your certification of March 23, 1932, you billed this office for \$18.00. The supplement on which such bill is based consists of caption (\$1.50), index (\$1.50), five pages of court proceedings (at \$2.00, first page, \$1.00, subsequent pages, total \$6.00), tax certificate (\$1.00), certificate (\$1.50), which totals \$10.50, the amounts set out in parentheses being those provided under contract between your company and the United States of June 28, 1920. It occurs to us, therefore, that such bill is excessive. It is therefore suggested that you bring the abstract down to date, which will probably consist of one or two pages of deed and your certificate, and bill us for the entire supplement, including your earlier bill, at the minimum price provided in the contract, namely, \$15.00. Will you kindly give your consideration to the propriety of conforming the bill to the foregoing statement of facts and oblige.

Very truly yours,

H. J. S. Devries,
District Counsel.

Encls.

619 First National Bank Bldg.,
El Paso, Texas,

April 11, 1932.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of Title of Land described in contract dated November 3, 1928, with Clemente Candelaria et ux, Simona M. Candelaria; Area 1.28 acres; Consideration, \$96.00; for Riverside Canal and Rio Intercepting Drain - Rio Grande Project.

1. There is attached hereto copy of office letter of August 2, 1929, addressed to Mr. & Mrs. Clemente Candelaria, the contractors, being a preliminary title opinion concerning the land described in the above mentioned contract. Such opinion was based upon abstract of title No. 41333 of the Pioneer Abstract & Title Company and pointed out numerous defects in the record title to the land involved.

2. Thereafter the contractors brought a proper suit in trespass to try title which, in my opinion, has cured the earlier defects in the record title. Such proceedings are found at pages 53 to 57, inclusive of the accompanying abstract.

3. In my opinion, recorded deed dated March 30, 1932, from the contractors, appearing at pages 62 and 63, of the abstract and original of which is transmitted herewith, vests satisfactory fee simple title to the contracted land in the United States free of encumbrances except as to a tax lien as noted below.

4. Certificate of the El Paso County Tax Collector at page 58 of the abstract shows that the only taxes unpaid and a lien on the property are in the sum of \$60.79. Before payment can be made to the contractors these taxes must be satisfied. Accordingly, upon presentation by the contractors of the abstract with the endorsement of the Tax Collector on the certificate at page 58 of such abstract showing these taxes to be paid, or other satisfactory evidence thereof in the form of tax collector's receipts in full, the purchase price provided in the contract, namely \$96.00 may be paid to the government's grantors, Clemente Candelaria and Simona Candelaria.

5. Original and two copies of deed, abstract last certified to on April 8, 1932, and related title papers are transmitted herewith.

cc - Commissioner
cc - C. E., Denver

- - - -
H. J. S. Davies.

619 First National Bank Bldg.,
El Paso, Texas,

March 31, 1932.

James S. Mooney, Esq.,
Attorney at Law,
Ysleta, Texas.

Dear Sir:

Receipt is acknowledged of your letter of
March 30, 1932, with which you enclosed Warranty Deed
from Clemente and Simona Candelaria to the United
States of America.

Your suggestion concerning the description
has been referred to our engineer's office.

Very truly yours,

H. J. S. Devries,
District Counsel.

JAS. S. MOONEY
ATTORNEY AT LAW
YSLETA, TEXAS

March 30th, 1952.

H.J.S. Devries, Esquire,
District Counsel,
Bureau of Reclamation,
Room 619, 1st National Bank Building,
El Paso, Texas, 79901

Dear Sir:-

I enclose herewith Warranty Deed from Clemente and
Simona Candelaria to United States of America.

The description follows that given in the contract but,
to conform with the tracing it might be well to interline af-
ter the word within at end of third line of description the
words "accrue to".

Yours very truly,

Jas. S. Mooney
JAS. S. MOONEY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

619 First National Bank Bldg.,
El Paso, Texas,

March 28, 1932.

James S. Mooney, Esquire,
Attorney at Law,
Ysleta, Texas.


Dear Sir:

Reference is made to the land purchase contract between the United States and your clients, Clemente Candalaria et ux, dated November 3, 1928, covering 1.28 acres in Survey 4, San Elizario Grant.

The abstract shows tax collector's certificate of taxes due which amount to \$60.79. I have not yet had opportunity to examine the abstract but was not sure that I remembered exactly what your plan was about payment of these taxes. That is, did you want the taxes paid out of purchase price and the balance paid to Mr. Candalaria, or was he going to pay the taxes?

It will also be necessary for your clients to execute a deed to the property, which deed is now being prepared and will be sent you shortly.

Very truly yours,


H. J. S. Devries,
District Counsel.

*James S. Mooney, Esq., at Ind. Ysleta Texas,
March 29th 1932 - To District Counsel, Bureau
of Reclamation, 619 First National Bank Bldg., El Paso, Tex.*

*It is requested that taxes be paid out of
purchase price and the balance paid to
Mr. Candalaria.*

*James S. Mooney,
Attorney at Law.*

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

619 First National Bank Bldg.,
El Paso, Texas,

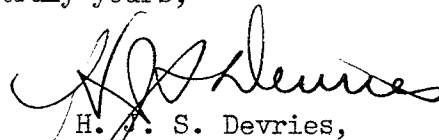
March 16, 1932.

Pioneer Abstract & Guarantee Title Co.,
Bassett Tower,
El Paso, Texas.

Gentlemen:

There is enclosed Abstract of Title No.
41333, prepared by your company, covering 1.28 acres
of land in Survey 4, San Elizario Grant, El Paso,
Texas, under contract of sale by Clemente Candelaria
to the United States. Will you please bring this
abstract down to date, including tax certificate.

Very truly yours,


H. J. S. Devries,
District Counsel.

OFFICERS

TOM B. NEWMAN

President

N. H. GILLOT

Vice-President

JAMES W. GIBB

Vice Pres. & Treas.

A. G. FOSTER

Secretary

B. E. SCHWARZBACH

Asst. Sec'y

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

DIRECTORS

W. H. BUCHER

A. H. CULWELL

JAMES W. GIBB

N. H. GILLOT

TOM B. NEWMAN

H. H. NEWMAN

M. C. WILCOX

LEGAL DEPARTMENT

W. W. TURNER

W. H. BURGESS

A. H. CULWELL

J. M. POLLARD

June 21, 1929,

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

Gentlemen:

Att: Mr. H. J. S. Devries,
Our File: C/6638

We beg to advise that we will be unable to issue the policy requested by you covering a portion of Survey No. 4, on the mainland in the San Elizario Grant, El Paso County, Texas, fully described in contract dated November 3, 1928, between U. S. A. and Clemente Candelaria, for the reason that the old deeds conveying said property or portions of said survey from various parties to various grantees are so vague and indefinite that we are unable to locate the property with reference to the Survey lines of said Survey #4, and are unable to ascertain whether there are any conflicts of boundary lines among the various owners of the portion in said Survey No. 4. The entire survey was acquired by one Sixto Salcido, and the conveyances from said Sixto Salcido and his grantees contain the vague and indefinite descriptions.

In event you desire chain of title covering said Survey #4, we shall be pleased to furnish it to you but for the reason above set out we will be unable to issue policy covering the portion of land described in said contract.

Very truly yours,


Asst. Sec'y.

BES:MF.

same condition as yours and perhaps you could arrange to join with him in a suit to quiet title to this property, so as to share the expense together. Should you desire to do this I would be glad to loan your attorney the Abstract of Title when we procure the same.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, June 22, 1929.

Mr. Clemente Candelaria,
Ysleta, Texas.

Dear Sir:

Reference is made to your contract with the United States dated November 3, 1928, for purchase by the United States of a piece of land in Survey 4, San Elizario Grant.

We are now advised by the Pioneer Abstract & Guarantee Title Company, upon whom we have called for a certificate of guarantee title, that they consider the chain of title in such bad shape that they will not undertake to furnish a guarantee certificate. The Abstract Company states as follows:

"We beg to advise that we will be unable to issue the policy requested by you covering a portion of Survey No. 4, on the mainland in the San Elizario Grant, El Paso County, Texas, fully described in contract dated November 3, 1928, between U. S. A. and Clemente Candelaria, for the reason that the old deeds conveying said property or portions of said survey from various parties to various grantees are so vague and indefinite that we are unable to locate the property with reference to the Survey lines of said Survey #4, and are unable to ascertain whether there are any conflicts of boundary lines among the various owners of the portion in said Survey No. 4. The entire survey was acquired by one Sixto Salcido, and the conveyances from said Sixto Salcido and his grantees contain the vague and indefinite descriptions."

I have accordingly ordered an Abstract of Title covering this property and will examine the same and make an effort to find out what is the matter with the chain of title. Naturally if the Abstract Company will not certify a good title, you can understand that I can not accept the title as good until steps have taken to clear the same of record.

I, therefore, suggest that you discuss the matter with Mr. Frank Candelaria who has property in Survey 4 under contract with the United States and whose title apparently is in much the

El Paso, Texas, June 22, 1929.

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

Gentlemen:

In re: Your file No. C/6638.

This will acknowledge receipt of your letter of June 21, 1929. We regret very much indeed that you deem it impossible for you to furnish a guarantee certificate with reference to the Clemente Candelario property in Survey 4, San Elizario grant.

In light of this I suppose I will have no choice but to procure an abstract, examine the same and procure corrective instruments where needed. You are accordingly requested to furnish an abstract of title covering the property described in the contract between the United States and Clemente Candelario dated November 3, 1928.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, August 2, 1929.

Mr. and Mrs. Clemente Candelario,
Ysleta, Texas.

Dear Sir and Madam:

Further reference is made to my letter of June 22, 1929 advising you that the Pioneer Abstract & Guarantee Title Company had declined to issue a Guarantee of Title Certificate covering the 1.28 acres of land described in your contract with the United States dated November 3, 1928. We have now received an Abstract of Title, No. 41333, certified as of July 9, 1929.

An examination of this abstract, in my opinion, discloses that satisfactory record title to the land described in the contract is not shown to exist in you and that your warranty deed would not vest a complete, fee simple, unencumbered title in the United States as required by contract of purchase.

Entry No. 4, page 4, of the abstract shows conveyance to Pedro Perez by the corporation of San Elizario by a deed which described Survey 4 by number only, all of the description which followed having been stricken out of the original deed with a pen.

Entry 5, page 6 of the abstract shows a conveyance from Pedro Perez et ux to Sisto Salcido of Survey 4 according to the Wingo Survey but the metes and bounds description reads "* * sand hills, thence North 40° East with South boundary line * * ", while the course as shown in the Wingo Survey is "thence 47° East", etc.

Judgment appearing as entry 8, page 10, of the abstract may be disregarded because of the lapse of time since it was entered.

Entry 9, page 12; Sixto Salcido conveys to Juan A. Salcido 11.1 acres in the San Elizario Grant. There is nothing whatsoever in the description to indicate that it is a part of the land described to be acquired by the United States nor that the land in question might be accretion to the tract described in Entry 9 of the abstract, in other words this conveyance is too vague in description to be the basis of evidence of chain of title to the land in question.

Entry 5, page 6, shows warranty deed from Pedro Perez and wife to Sisto Salcido dated October 4, 1886 and recorded July 22 1907, conveying Survey 4 substantially in accordance with the Wingo

Survey notes. However, the abstract fails to disclose wherein Sisto Salcido was ever divested of the entire tract.

The land involved in the purchase contract of November 3, 1928 is assumed to be accretion land lying south and west of original survey 4, and assumed to be a part of original survey 4 of the San Elizario grant, although it is not definitely known whether the river change from its position when it was the south-westerly boundary of survey, to its present position was caused by gradual erosion or avulsion.

Entry 9, page 12, shows deed dated June 7, 1910 from Sixto Salcido to Juan A. Salcido. The point of beginning in the description is shown as a corner of a survey for Refugio Salcido. There being no other tie, it is impossible to locate the relationship of the land described in this conveyance to the land involved in the purchase contract dated November 3, 1928. Assuming, however, common corners, the tract would include the westerly portion of original survey 4 to the Rio Grande as it existed at the time of the Wingo Survey, but a full showing is necessary as to when the river changes occurred.

Entry 10, page 14, the conveyance is insufficient to identify the conveyance with the area of land involved in the purchase contract.

Entry 11, page 15, by warranty deed dated July 9, 1910, from Juan A. Salcido and Josefa Rivera de Salcido his wife, to Clemente Candelario purports to convey 10 acres, but the point of beginning refers to a survey for Refugio Salcido. This point of beginning is uncertain but assuming that it be taken as the corner of a survey for Refugio Salcido according to the present county maps, it would convey a portion only of the land involved, probably the more northerly portion.

Entry 12, page 17, appears to convey a small piece of land east of the old river bed and its relationship to the land involved in contract does not appear. So far as we can ascertain, no available maps show a Luz Candelario tract which is one of the calls in the description.

Entry 14, page 21, Juan A. Salcido and others as heirs of Sisto Salcido, by warranty deed dated March 30, 1915, conveyed what is estimated to be 40 feet of the extreme westerly portion of the tract of land involved in the purchase contract to Frank C. Candelario.

Entry 15, page 24, Refugio Salcido de Munoz and others

purport to convey by warranty deed dated March 9, 1920, all of Survey 4, San Elizario Grant, together with all accretions, to Frank C. Candelario. The abstract discloses no conveyance from the said Frank G. Candelario to you.

In addition to the foregoing, one of the serious difficulties arises in the condition of taxes on this property. The County Tax collector states that he is unable to certify as to the taxes and reports as follows:

"The assessments in Survey #4 are very irregular, especially as to acreage. It will be necessary to show how much acreage in said Survey together with accretions and disposition of same. Clemente Candelaria has not rendered nor paid any taxes in said survey for quite a number of years. Not knowing how much land was sold either to Pedro Perez or Sixto Salcido and how much was sold off, I cannot certify as to taxes."

Complete heirship of Sixto Salcido must be established and such persons together with all unknown claimants and Frank G. Candelario should be made and served as parties defendant in a trespass to try title suit and a decree of a court of competent jurisdiction, finding title to the tract which embraces the 1.28 acres in Clemente Candelaria, should be procured to be followed by a conveyance by warranty deed by Clemente Candelaria and wife to the United States. Before such conveyance could be accepted, however, as a basis for payment pursuant to the contract, it will be necessary to have supplemental assessments made upon this tract of land for past years including 1929 and receipts produced showing payment of such taxes.

Very truly yours,

H. J. S. Devries,
District Counsel.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated November 3, 1928, between The United States of America and Clemente and Simona Candelaria, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$96.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 23rd day of May, 1929.

L.R. Flock
Acting Superintendent
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY THAT I have personally examined the land described in attached land purchase contract dated November 3, 1928, between The United States of America and Clemente and Simona Candelaria, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 23rd day of May, 1929.

Geo. W. Hoadley

Junior Engineer
Bureau of Reclamation

Ilbaw-334

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT New Mexico-Texas

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **3rd** day of **November**, 192**8**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, ~~by~~ **represented by the contracting officer executing this contract**

~~thereunto duly authorized, and subject to the approval of the proper supervisory officer thereof,~~
and **Clemente Candelaria**

and **Simona Candelaria**, his wife, hereinafter styled Vendor,

of **Ysleta**, County of **El Paso**, State of **Texas**

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

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

t heir community property, situated in the County of **El Paso**

(Homestead, community, separate)

State of **Texas.**

, to wit:

Correct as to engineering data. CWH

A tract of land lying and situate in El Paso County, Texas, and in the West half Northeast quarter (W¹/₄NE¹/₄) Section six (6), Township thirty-three (33) South Range seven (7) East Bureau of Reclamation Survey, and being also within survey four (4) Mainland San Elizario Grant and more particularly described as follows: Beginning at a point on the line between surveys four (4) and five (5) Mainland San Elizario Grant and from which point an iron pipe bears North seventy (70°) degrees twenty-six (26°) minutes East two thousand five hundred fifty and fifty-three hundredths (2550.53) feet and the Northeast corner Section six (6) Township thirty-three (33) South Range seven (7) East bears North sixty-two (62°) degrees six (06°) minutes East one thousand nine hundred forty-seven and thirty-one hundredths (1947.31) feet; thence South seventy (70°) degrees twenty-six (26°) minutes West along the line between surveys four (4) and five (5) San Elizario Grant one hundred seventy-four and fifty-seven hundredths (174.57) feet; thence North twenty-seven (27°) degrees fifty-three (53°) minutes West three hundred twenty-four and sixty hundredths (324.60) feet to a point the Northwest corner of the land of the contractor; thence North seventy (70°) degrees forty-four (44°) minutes East along the northerly line of the land of the contractor one hundred seventy-five and eighteen hundredths (175.18) feet to a point from which an iron pipe bears North seventy (70°) degrees forty-four (44°) minutes East two thousand five hundred ninety-five and seventy-two hundredths (2595.72) feet and the northeast corner Section six (6) bears North seventy-one (71°) thirty-two (32°) minutes East one thousand nine hundred seventy-three and thirty-four hundredths (1973.34) feet; thence South twenty-seven (27°)

¹ Strike out clause regarding approval of supervisory officer if not applicable

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

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

12. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

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

THE UNITED STATES OF AMERICA

Witnesses:

By L. R. Flock
Acting Superintendent, Bureau of Reclamation.

MA 23 1929

P. O. Address _____

Clemente Candelaria

Vendor.

P. O. Address _____

Simona M. Candelaria

Vendor.

P. O. Address _____

Vendor.

P. O. Address _____

P. O. Address Isleta, Texas.

Approved: _____

(Date) _____, 192

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

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

INFORMATION relating to land purchase contract made **11/3-**, 192**8**, with
Clemente Candelaria and Simona Candelaria

1. State purpose for which the land is required.

Riverside canal and Rio Intercepting drain

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

1.28 acres fully described in contract

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

No public lands in Texas

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

Clemente Candelaria and Simona Candelaria, his wife, Yoleta, Texas.

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owner in possession

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

No

0-1710

BUREAU OF RECLAMATION

RECORD OF EXECUTION OF CONTRACT

11/3-28

El Paso, Texas

El Paso, Texas

May 23, 1929

Original and 3 copies of this form.
Original and 4 copies of contract.

COMMISSIONER'S END (9) COPY FOR DISPATCH OFFICE: Place El Paso Texas Date MAY 24 1929

Place El Paso Texas

MAY 24

Inclosures:

Original and 2 copies of this form.

Denver, Colorado, Date

(b) Chief Engineer

Denver, Colorado, Date

 طبع و نشر : دار الفکر للطباعة والنشر والتوزيع - دمشق

OFFICE OF THE ATTORNEY GENERAL, WASHINGTON, D.C. 20540

Chief Engineer

Original and copies of this form.

Washington, D. C., Date _____

approved by _____

Commissioner

Owner's Application

No. _____

El Paso, Texas, May 31,192 29

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

\$ 96.00

upon the title to the lands hereinafter described.

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

Premium \$ _____
Charges guaranteed by _____

No. Abs. Left | _____

Estate or interest to be guaranteed:

Fee simple free of all encumbrances

Name of party to be guaranteed:

The United States of America

Residence of party to be guaranteed:

Bureau of Reclamation, El Paso, Texas.

Occupation of party to be guaranteed:

Legal description of premises:

See contract dated 11/3/28 with Clemente Candelaria

Vacant or Improved:

for purchase of land out of Surveys 4 and 5,
Mainland San Elizario Grant.

House number and street:

Value

Ground

Improvements

In possession of

Claiming under

By virtue of {
Conveyance from
Gift descent bequest

If by inheritance, give names of other descendants

Marriage relation of present owner

{
Married
Divorced
Widowed

In whom is Record Title now vested

{
Married
Single

Name of Wife

Name of Husband

Homestead?

If not, what property is claimed as homestead?

Has property ever been occupied as homestead?

When?

Residence of present owner

Occupation of present owner

How to be conveyed

Warranty Deed

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

Any contract for improvements contemplated or entered into?

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

When?

Mechanic's Lien on the premises

THE STATE OF TEXAS,

COUNTY OF EL PASO.

Know all men by these presents:

We, Clemente Candelaria, and Simona Candelaria, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of (\$96.00)
NINETY-SIX AND NO/100

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 supplementary thereto,
the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do grant, Sell and Convey unto the said

THE UNITED STATES OF AMERICA

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 lying and situate in El Paso County, Texas, and in the West half Northeast quarter (W¹/2 NE¹/4) Section six (6), Township thirty-three (33) South, Range seven (7) East, Bureau of Reclamation Survey, and being also within survey four (4) Mainland San Elizario Grant and more particularly described as follows: Beginning at a point on the line between surveys four (4) and five (5), Mainland San Elizario Grant, and from which point an iron pipe bears North seventy (70°) degrees twenty-six (26') minutes East two thousand five hundred fifty and fifty-three hundredths (2550.53) feet and the Northeast corner Section six (6) Township thirty-three (33) South, Range seven (7) East bears North sixty-two (62°) degrees six (6') minutes East one thousand nine hundred forty-seven and thirty-one hundredths (1947.31) feet; thence South seventy (70°) degrees twenty-six (26') minutes West along the line between surveys four (4) and five (5) San Elizario Grant one hundred seventy-four and fifty-seven hundredths (174.57) feet; thence north twenty-seven (27°) degrees fifty-three (53') minutes West three hundred twenty-four and sixty hundredths (324.60) feet to a point the Northwest corner of the land of the contractor; thence North seventy (70°) degrees forty-four (44') minutes East along the northerly line of the land of the contractor one hundred seventy-five and eighteen hundredths (175.18) feet to a point from which an iron pipe bears North seventy (70°) degrees forty-four (44') minutes East two thousand five hundred ninety-five and seventy-two hundredths (2595.72) feet and the northeast corner Section six (6) bears North seventy-one (71°) degrees thirty-two (32') minutes East one thousand nine hundred seventy-three and thirty-four hundredths (1973.34) feet; thence South twenty-seven (27°) degrees forty-two (42') minutes East three hundred twenty-three and one hundredth (323.01) feet to the point of beginning, said tract containing one and twenty-eight hundredths (1.28) acres more or less, as shown on Bureau of Reclamation plat attached to contract dated November 3, 1928, between ourselves as vendors and The United States of America, vendee.

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, its

successors

and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, its successors

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

Correct as to Engr. Data 5/18