

780 CARBAJAL, GIBERTO, et. al. **103** WARRANTY DEED RIVERSIDE CANAL

0023-00 87-0018-00

21-(18) Texas

780

ORGANIZED AND OPERATING UNDER THE INSURANCE LAWS OF THE STATE OF TEXAS

POLICY No 25944
O. T. NO. C/14343

AMOUNT \$ 160.15

Commercial Standard Insurance Company

Fort Worth, Texas

Owner's Policy of Title Insurance

COMMERCIAL STANDARD INSURANCE COMPANY,**a Corporation, of Fort Worth, Texas,****herein called the Company, for value****Does Hereby Guarantee to**

----- THE UNITED STATES OF AMERICA -----
 its successors and assigns,
 (herein styled insured), ~~heirs, executors, and administrators,~~ that it ~~has~~ has good
 and indefeasible title to the following described real property:

A tract of land lying and situate in El Paso County, Texas, and in the North 1/2 of Section 5, Township 34 South, and South 1/2 of Section 32, Township 33 South, Range 8 East, Bureau of Reclamation Survey; being also within TRACT NO. THIRTEEN (13), BLOCK NO. TWO (2) and accretion thereto of the official resurvey of the San Elizario Grant, as accepted by the Commissioners' Court of El Paso County, Texas the 13th day of January 1930 and of record in the office of the county clerk of said county and state, more particularly described as follows:

BEGINNING at the point of intersection of the dividing line between Tract 13, Block 2, and Tract 1-A, Block 42, of said official resurvey of the San Elizario Grant, and the Southerly right of way line of the Fabens Intercepting Drain and from which point a concrete post being the Northwest corner of said Tract 13, Block 2, of said official resurvey of the San Elizario Grant bears N. 2° 58' West 1374.2 feet; thence along the Southerly right of way line of the Fabens Intercepting Drain which is the property of the United States, North 84° 49' East 576.2 feet, North 89° 13' East 97.6 feet, South 81° 59' East 97.8 feet, South 73° 10' East 97.8 feet, and South 68° 45' East 1175.7 feet to a point on the dividing line between Tract 13, Block 2, and Tract 13, Block 1, of said official resurvey of the San Elizario Grant, and from which point the most Easterly corner of Tract 13, Block 2, of said official resurvey of the San Elizario Grant bears North 66° 18' East 12.3 feet; thence South 66° 18' West 276.5 feet along the dividing line and an extension thereof between said Tract 13, Block 2, and Tract 13, Block 1, of said official resurvey of the San Elizario Grant to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed North 55° 34' West 132.3 feet, North 61° 14' West 174.5 feet, North 68° 40' West 274.8 feet, North 78° 40' West 427.3 feet, North 86° 52' West 402.6 feet, North 87° 45' West 153.1 feet, and North 82° 32' West 207.6 feet to a point where the said center line intersects the extension of the dividing line between tract 13, Block 2, and Tract 1-A, Block 42, of said official resurvey of the San Elizario Grant; thence along said dividing line as extended North 2° 58' West 128.3 feet to the point of beginning, said tract of land containing 7.79 acres of land more or less.

JUL 30 '40 29620

subject to:

1. Following liens: Taxes if any for the year 1940 and thereafter.
 - 1a. Water charges, if any for the year 1940 and thereafter.

2. Restrictive covenants affecting the property above described.
3. Any discrepancies in area and boundaries which a correct survey would show.
4. All construction charges due to the U. S. A.
5. All matters emanating from contracts with the El Paso Valley Water Users' Association, if any.

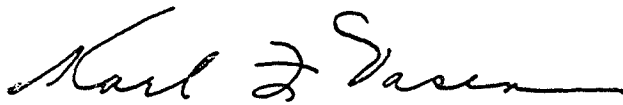
Said Company shall not be liable in a greater amount than actual monetary loss of insured, and in no event shall said Company be liable for more than - - - - -
-ONE HUNDRED SIXTY and 15/100 (\$160.15) - - - - - Dollars,
and shall, at its own cost, defend said insured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title hereby guaranteed, provided the party or parties entitled to such defense shall, within a reasonable time after the commence-

ment of such suit or proceeding and in ample time for defense therein, give said Company written notice of the pendency of the suit or proceeding, and authority to defend, and said Company shall not be liable until such adverse claim or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse claim or right so established shall be for less than the whole of the property, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse claim or right established may bear to the whole property. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to such claim or demand; provided, however, that failure to notify shall not prejudice the claim of the assured, if such assured shall not be a party to such action or procedure, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all rights of insured against all other parties.

Upon sale of the property covered hereby, this policy automatically thereupon shall become a warrantor's policy and the insured, his heirs, executors and administrators, shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he or they may sustain on account of any warranty contained in the deed executed by insured conveying said property. The Company to be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof (and not excepted above) such liability not to exceed the amount above written.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company.



Secretary.

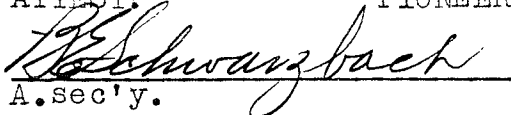


President.

Countersigned at El Paso, Texas this 22nd day of June AD. 1940

ATTEST:

PIONEER ABSTRACT & GUARANTEE TITLE COMPANY Agent.


A. Schwarzbach
A. sec'y.

By,


H. H. Newman
President,

Pioneer Standard

Insurance Company

Fort Worth, Texas

OWNER'S POLICY
OF TITLE INSURANCE

To

THE UNITED STATES OF
AMERICA,

PROPERTY

Part of Tract 13, Block
2, of the residue of
the San Elizario Grant
El Paso County,
Texas,

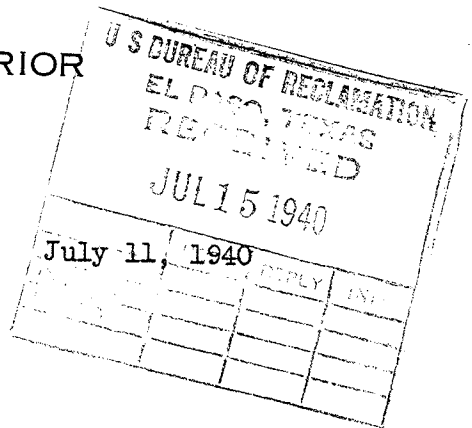
THIS POLICY ISSUED BY
Pioneer Abstract & Guarantee Title Co.
MAIN 838 FIRST NAT'L BUILDING
EL PASO, TEXAS

2M-11-39

Abstract recorded to Gr #
Date 4/2/41

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Washington, D. C.



From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated April 29, 1940, between the United States and Refugio Rey de Carbajal, et al.; Area, 7.79 acres; Consideration, \$160.15; for Riverside Canal Extension - Rio Grande project.

1. A good and sufficient title to the real property described in the above mentioned land purchase contract between the United States and Gilberto Carbajal and Refugio Rey de Carbajal, husband and wife, and Nieves and Isabel Rey, both single women, is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated June 18, 1940, from the aforesaid Gilberto Carbajal, Refugio Rey de Carbajal, Nieves Rey and Isabel Rey to the United States, and by policy of title insurance No. 25944 of the Commercial Standard Insurance Co. of Fort Worth, Texas, countersigned June 22, 1940, by the Pioneer Abstract & Guarantee Title Company, as agent, and bearing the latter company's file No. C/14343.

2. All state and county taxes appear to have been paid to and including those for the year 1939. Taxes become a lien as of January first of the tax year but the taxing officials have not completed the tax rolls for the year 1940 and taxes for the year 1940 may therefore be disregarded. All charges due El Paso County Water Improvement District No. 1, by District certificate dated July 8, 1940, are certified to have been paid to and including the year 1939.

3. The consideration named in the contract, namely \$160.15, may now be paid to the United States' grantors, in care of the Pioneer Abstract & Guarantee Title Company, 1st National Bank Bldg., El Paso, Texas, there being no deductions to be made from the purchase price.

4. The original and three copies of the recorded deed, the title insurance policy and above mentioned District's certificate are transmitted herewith.

In quadruplicate.

JUL 30 '40 29820

El Paso, Texas. July 27, 1940

From Superintendent
To The Commissioner, Washington, D. C.
Subject - Acquisition of Land - Transmittal of Papers,
Land Purchased from Refugio Carbajal, et al-
Riverside Canal Extension - Rio Grande Project.

1. The following title papers, as required by the General Accounting Office to support G. F. Allen's voucher 19-6910 dated July 25, 1940, covering payment for the acquisition of land from Refugio Carbajal, et al, for right of way in connection with the Riverside Canal Extension are enclosed herewith.

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
List citing all related vouchers

- - - -

L R Flock

In duplicate
Encls-
As listed above

cc- Chief Engineer with copy of enclosures
except Policy of Title Insurance.

JUL 30 '40 29620

List of vouchers related to the acquisition
of land covered by Contract I16r-1425 dated
April 29, 1940 with Refugio Carbajal, et al -
Riverside Canal Extension - Rio Grande Project

<u>Paying Office</u>	<u>Vo. No.</u>	<u>Date</u>	<u>Service</u>	<u>Amount</u>
Albuquerque, N. M.	19-6910	7/25/1940	Land Purchase	160.15
" "	19-1088	7/5/1940	Policy of Title Insurance	15.00

List of vouchers related to the acquisition
of land covered by Contract Il6r-1425 dated
April 29, 1940 with Refugio Carbajal, et al -
Riverside Canal Extension - Rio Grande Project

<u>Paying Office</u>	<u>Vo. No.</u>	<u>Date</u>	<u>Service</u>	<u>Amount</u>
Albuquerque, N. M.	19-6910	7/25/1940	Land Purchase	160.15
" "	19-1088	7/5/1940	Policy of Title Insurance	15.00

TRANSFER CASE
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

430.-
RIO GRANDE
M & E

El Paso, Texas. July 27, 1940

Abstract transmitted by
Date 7/27/40


From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers,
Land Purchased from Refugio Carbajal, et al-
Riverside Canal Extension - Rio Grande Project.

1. The following title papers, as required by
the General Accounting Office to support G. F. Allen's
voucher 19-6910 dated July 25, 1940, covering payment
for the acquisition of land from Refugio Carbajal, et al,
for right of way in connection with the Riverside Canal
Extension are enclosed herewith.

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
List citing all related vouchers



In duplicate

Encls-

As listed above

cc- Chief Engineer with copy of enclosures
except Policy of Title Insurance.

JUL 30 '40 29620

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

SINGLE ACKNOWLEDGMENT.

Before me

E. Mullen

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

~~Gilberto Carbajal, husband of Refugio Rey de Carbajal~~ Nieves Rey, a single woman,
and Isabel Rey, a single woman,

known to me to be the person s whose name s are subscribed to the foregoing instrument and
that they executed the same for the purposes and consideration therein expressed.

Under my hand and seal of office this 18th day of June A. D. 1940

E. Mullen

ACKNOWLEDGMENT

THE STATE OF TEXAS,)

COUNTY OF EL PASO.)

Before me

Hal Kaddix

a Notary Public in and for El Paso County, Texas, on this day personally
appeared Gilberto Carbajal, husband of Refugio Rey de Carbajal, 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 consider-
ation therein expressed.

Given under my hand and seal of office this 18th day of

June A.D., 1940

Hal Kaddix
Notary Public within and for
El Paso County, Texas.

CLERK'S CERTIFICATE

THE STATE OF TEXAS,

County of El Paso.

I,

P. D. Lowry

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 18
day of June A. D. 1940, with its certificate of authentication, was filed for record in my
office this 22 day of June, A. D. 1940, at 11:30 o'clock A. M.
and duly recorded the 26 day of June, A. D. 1940, at 8:30 o'clock A. M.
in the records of said County, in Volume 656 on Pages 595

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.

P. D. Lowry

Clerk County Court, El Paso County, Texas.

By

Mrs. J. W. Hanson, Deputy

INDEXED

UNITED STATES OF AMERICA

Warranty Deed -

Filed for Record the

FILED FOR RECORD

at 11:50 minutes P. M.

at JUN 22 1940 O CLOCK PM

AND RECORDED

Clerk, County Court, El Paso County, Texas.

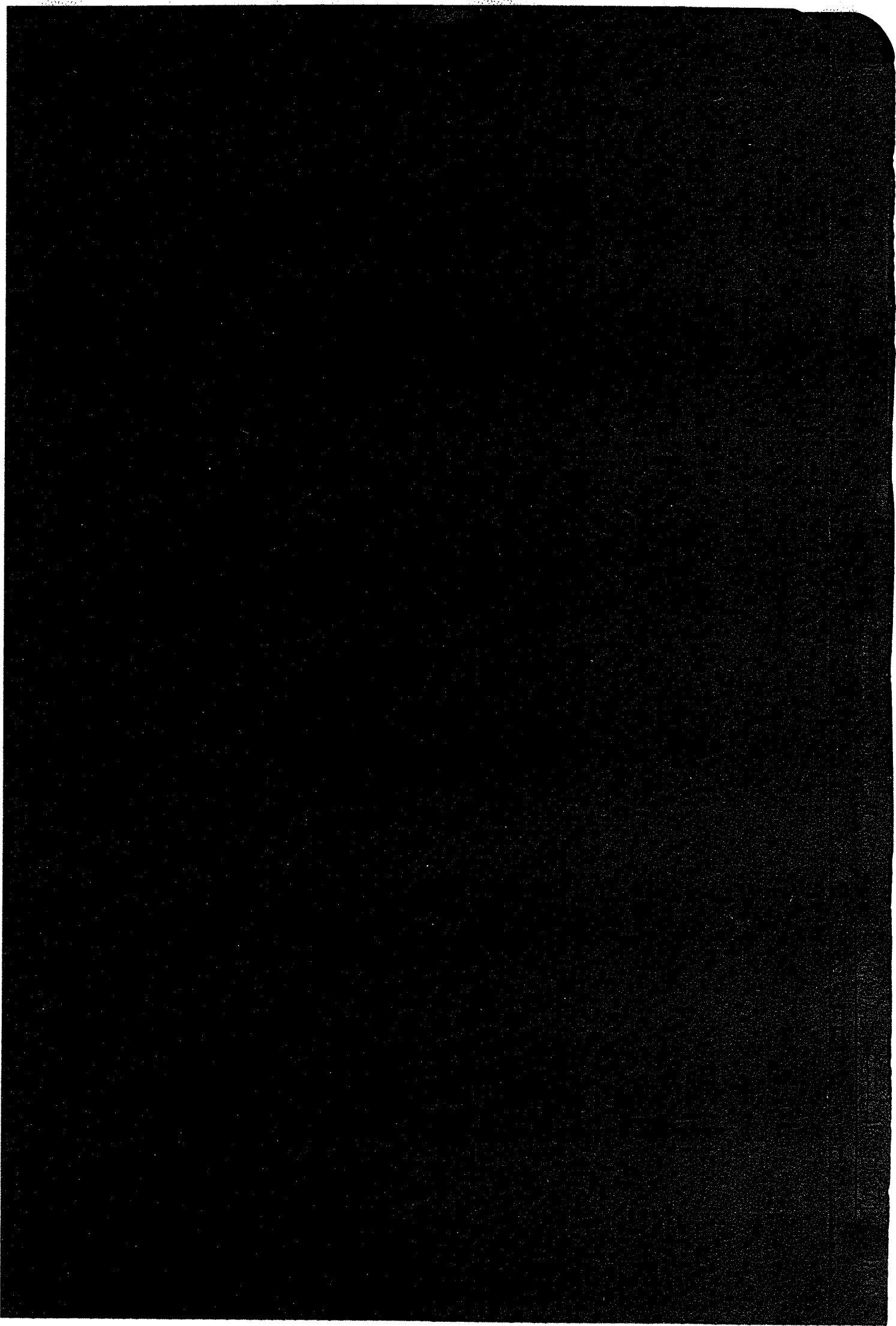
at 8:30 O CLOCK A. M.

at JUN 26 1940 O CLOCK PM

P. D. LOWRY, County Clerk

BY J. W. Hanson DEPUTY

June 19/40 - 656 - 595



El Paso County Water Improvement District No. 1
Collector's Certificate

El Paso, Texas 7-8 1934

This is to certify that all charges due El Paso County Water Improvement District No. 1, on property assessed to Purposed Key and described as

MAP NO.	ABS. NO.	SUR. NO.	GRANTOR	LOT	BLK.	SUBDIVISION	TOTAL ACREAGE
2	13		SE				24.97

Have been paid to and including the year 1934, except the following items:

YEAR	CONSTRUCTION REPAYMENT	PENALTY AND INTEREST	TOTAL	MAINTENANCE AND OPERATION	PENALTY AND INTEREST	TOTAL	TOTAL FOR YEAR	

GRICHET PRINT., EL PASO, TEXAS

Signed Charles H. Glover
ASSESSOR AND COLLECTOR
El Paso County Water Improvement District No. 1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Land Classification and Valuation Report

Plat #9

Feature Riverside Canal Extension Date December 9 19 39

We, the undersigned Appraisers, do hereby certify that we have carefully examined the tract or tracts of land, together with the improvements thereon, if any, and believed to belong to

Pomposa Roy
lying and situate in the County of El Paso State of Texas
and located in:

R. T. Sec. Subdiv. Meridian
R. T. Sec. Subdiv. Meridian
R. T. Sec. Subdiv. Meridian
R. T. Sec. Subdiv. Meridian

County Plat # Blk. 2, San Elizario Grant Tract # 13
Containing 7.79 Acres more or less, under
(not under) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges

{	Acres	at \$	per acre	\$	
{	Acres	at \$	per acre	\$	
{	Acres	at \$	per acre	\$	
{	Acres	at \$	per acre	\$	
{	Acres	at \$	per acre	\$	

Class 2. Suspended

{	Acres	at \$	per acre	\$	
{	Acres	at \$	per acre	\$	
{	<u>1.90 Borrow Pits</u>	at \$ <u>10.00</u>	per acre	\$ <u>19.00</u>	
{	<u>3.29 Pasture</u>	at \$ <u>35.00</u>	per acre	\$ <u>115.15</u>	
{	<u>2.60 Rio Viejo</u>	at \$ <u>10.00</u>	per acre	\$ <u>26.00</u>	
{	Acres	at \$	per acre	\$	
{	Acres	at \$	per acre	\$	<u>160.15</u>

Land not under the Project:

Improvements:

-----	\$	
-----	\$	
<u>NONE</u>	\$	
-----	\$	<u>160.15</u>

Grand Total

\$

We furthermore individually certify that neither of us is in any manner related to the herein named owner, by marriage or otherwise, and that neither

Rio Grande

IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated **April 29, 1940**; made by **Nieves Rey, et al**
involving purchase of **7.79** acres of land, for \$ **160.15**
purpose **Riverside Canal Extension**

1. The land described in the above-named contract is necessary for the purpose stated, and the consideration is reasonable. Land of a similar character in the vicinity has sold recently for \$_____ per acre.

2. The land was entered _____ under the _____ law.

Final certificate is dated _____ Patent is dated _____

No public lands in Texas

3. The land is subject to no right-of-way grant to the Government under stock-subscription contract, water-right-application contract, or otherwise, except as follows:

No

4. The general character and quality of the land are as follows:

1.90 acres Borrow pits
3.29 pasture
2.60 Rio Viejo

5. **no** acres of the land are being irrigated and **no** additional acres are susceptible of irrigation under water right described as follows:

6. The following are estimates of the areas of each class of crops on the land and of the values of such crops and of the important improvements:

No crops or improvements

Fabens, Texas.
May 31, 1940.

Bureau of Reclamation,
Department of the Interior,
El Paso, Texas.

Gentlemen:

Reference is made to land purchase contract between the United States and the undersigned dated April 29, 1940 for the purchase by the United States of 7.79 acres of land out of Tract 13, Block 2 of the Resurvey of the San Elizario Grant.

You are requested to send the check for the amount of the consideration provided in that contract, to us addressed in care of the Pioneer Abstract & Guarantee Title Company, First National Bank Bldg., El Paso, Texas, when the land has been conveyed to the United States and the title may have been approved.

Very truly yours,

Witness to signatures:

<u><i>J. L. Latham</i></u>	<u><i>Refugio Rey de Carbajal</i></u> Mrs. Refugio Rey de Carbajal
<u><i>Jose L. Latham</i></u>	<u><i>Gilberto Carbajal</i></u> Gilberto Carbajal
<u><i>C. L. Latham</i></u>	<u><i>Nieves Rey</i></u> Nieves Rey
<u><i>Gerald Latham</i></u>	<u><i>Isabel Rey</i></u> Isabel Rey

BATES M. BELK
ASSOCIATE

JOSEPH G. BENNIS
ATTORNEY AND COUNSELLOR AT LAW
O. T. BASSETT TOWER
EL PASO, TEXAS

May 17, 1940

Pioneer Abstract & Guarantee Title Co
Suite 200, First National Bank Bldg
El Paso, Texas

Re: Your file #14343

Gentlemen:

From an examination of the public records of El Paso County, Texas, it appears that record title to

7.79 acres of land out of Tract Thirteen (13),
Block Two (2) of the Resurvey of the San Elizario
Grant, more particularly shown on plat #4080-L-131
made by the United States Bureau of Reclamation
for the Riverside Canal Extension

is now vested in REFUGIO REY de CARBAJAL (wife of Gilberto Carbajal), holding an undivided 20/40.10 interest therein, NIEVES REY, holding an undivided 10/40.10 interest therein, and ISABEL REY, holding the remaining interest, subject to the following, to-wit:

1. County and State taxes for the years 1933, 1934, 1935, and the second half of 1939, plus penalty, interest and costs, in the total amount of \$105.30. This is the amount due on all of Tract 13, Block 2 of the Resurvey of the San Elizario Grant.
2. Rights of parties in possession.
3. Easements, roadways and ditches running across this property.
4. Water charges as to which certificate has not yet been received.
5. Construction charges due the United States of America.
6. By warranty deed, dated October 10, 1914 of record in Book 249 at page 535 of the Deed Records of El Paso County, Texas, Pomposo Rey acquired a tract of 40.10 acres of land (of which the above is a part) from Tomas Garcia Sr., and wife. Thereafter, on August 10, 1929, Pomposo Rey died, leaving a will whereby he devised the property to the present owners. If the wife of Pomposo Rey was living at the time he acquired the property, then she would be entitled to one-half of the same. If she died after he acquired the property, then all of their children would have inherited an equal interest in her one-half. Therefore, it will be necessary to obtain an affidavit from someone knowing the facts. stating when the wife of Pomposo Rey

RECEIVED

PIONEER ABSTRACT & GUARANTEE TITLE CO.

A PERSONAL SERVICE

Established 1919

Phone Main 838

SUITE 200 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

June 14, 1940,

Mr. H. J. S. Devries,
District Counsel,
U. S. Court House,
El Paso, Texas,

Dear Mr. Devries:

In connection with the title to that tract of land, which you are taking from the heirs of Pomposo Rey, in the town of Fabens, we beg to advise you that the objections as to the death of the wife of Pomposo Rey have now been satisfied, and you may procure a deed at your convenience, covering this parcel of land.

Very truly yours,

B.E. Schwarzbach
B.E. SCHWARZBACH, A. sec'y.

bes;mf.

210 United States Court House
El Paso, Texas

June 15, 1940

Mrs. Refugio Rey de Carbajal,
Fabens, Texas.

Dear Madam:

Further reference is made to land purchase contract dated April 29, 1940, providing for the purchase by the United States of 7.79 acres of land from you and others.

There is enclosed a warranty deed form for execution by you and the other persons named therein as grantors. When the deed has been signed by the four grantors, with the date of execution filled in, a 50¢ internal revenue stamp is required to be affixed and cancelled and the deed must be acknowledged before a notary public as indicated in the blank acknowledgment forms on the reverse side of the deed form, after which the deed should be returned to this office.

Very truly yours,

H. J. S. Devries,
District Counsel.

bcc - Supt., El Paso

El Paso County Water Improvement District No. 1

Collector's Certificate

El Paso, Texas.....7-8 1934

This is to certify that all charges due El Paso County Water Improvement District No. 1, on property assessed to Peurpasad Key and described as

MAP NO.	ABS. NO.	SUR. NO.	GRANTOR	LOT	BLK.	SUBDIVISION	TOTAL ACREAGE
2	13		SE				24.97

Have been paid to and including the year 1934 except the following items:

YEAR	CONSTRUCTION REPAYMENT	PENALTY AND INTEREST	TOTAL	MAINTENANCE AND OPERATION	PENALTY AND INTEREST	TOTAL	TOTAL FOR YEAR	

GRICHET PRINT., EL PASO, TEXAS

Signed Charles H. Glover
ASSESSOR AND COLLECTOR
El Paso County Water Improvement District No. 1

STATEMENT AND CERTIFICATE
OF AWARD

No. **116r-1425**
(Contract)
Date **April 29**, 19**40**

DEPARTMENT OF THE INTERIOR
(Department or establishment)

BUREAU OF RECLAMATION
(Bureau or office)

El Paso, Texas
(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to _____ dealers.
(b) And by notices posted in public places.
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
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 _____
Riverside Canal Extension
(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts).

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. **5** of the method of or absence of advertising and in accordance with award of contract lettered _____, as shown above; that the total number of bids received is _____, and that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

L. R. Flock

(Signature of contracting officer)

Superintendent

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

U. S. GOVERNMENT PRINTING OFFICE 6-8090

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated April 29, 1940
symbol and number 116r-1425, made by Rivera Ray, et al
amount involved, \$ 160.10; authority No. _____ or clearing account
purpose Riverside Canal Extension
Reference: _____

Notice of execution of contract to be given Chief Engineer at Denver, Superintend-
ent at El Paso, Texas, District Counsel at El Paso, Texas
and _____

Place El Paso, Texas Date May 1, 1940
1. On this date the above-described contract was executed (or) passed and bond, if
any, approved (or) passed, by this office, and transmitted to district counsel for legal
approval. _____
_____ L. A. Flock Project Superintendent

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

Place El Paso, Texas Date May 13, 1940
2. On this date the above-described contract, with bond, if any, was given legal
approval by this office, and transmitted to the Rio Grande project office,
_____ H. H. J. S. Davies District Counsel

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

Denver, Colorado, Date _____
3. On this date the above-described contract was executed and bond, if any, was
approved by this office. _____
_____ Chief Engineer
_____ Denver, Colorado Date _____

4. On this date the above-described contract, with bond, if any, was passed by this
office and transmitted to the Washington office. _____
_____ Chief Engineer

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

5. On this date the above-described contract was executed, and bond, if any,
approved by _____
_____ Washington, D. C. Date _____

DIRECTOR

Commissioner.

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated April 29, 1940, between the United States of America and Nieves Ray, et al, is required for the purposes authorized by the act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, namely, as right of way for the Riverside Canal Extension, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$160.15, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 1st day of May, 1940.

L R Flock
Project Superintendent
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated April 29, 1940, between the United States of America and Nieves Ray, et al, 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 of it.

Dated at El Paso, Texas, this 1st day of May, 1940.

Geo. W. Hoadley
Right of Way Agent

210 United States Court House
El Paso, Texas

May 22, 1940

Mrs. Refugio Rey de Carbajal,
Fabens, Texas.

P.O. Box 397

Dear Madam:

Reference is made to land purchase contract dated April 29, 1940, between you, your husband, and Nieves and Isabel Rey, as vendors, and the United States, as purchaser, in which you have agreed to sell to the United States 7.79 acres of land near Fabens, Texas.

A preliminary title report has been received from the abstractor, a copy of which is enclosed herewith for your information and guidance in getting the title in satisfactory shape for acceptance of a deed conveying the property to the Government. If anything in the report is not clearly understood, it is suggested you take the matter up with the Pioneer Abstract & Guarantee Title Co.

Very truly yours,

H. J. S. Devries,
District Counsel.

Encl.

cc - Supt., El Paso

210 United States Court House
El Paso, Texas

May 13, 1940

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

Gentlemen:

A land purchase contract dated April 29, 1940, has been entered into by the United States, acting through the Bureau of Reclamation, and Nieves Rey and Isabel Rey, both single women, and Gilberto Carbajal and wife, Refugio R. Carbajal, for the purchase by the Government of 7.79 acres of land in El Paso County, Texas, and in the N $\frac{1}{2}$ of Sec. 5 and S $\frac{1}{2}$ of Sec. 32, T. 33 S., R. 8 E., Bureau of Reclamation Survey, for a consideration of \$160.15. For convenient reference a plat and a metes and bounds description of the land to be purchased are enclosed herewith.

Please issue a title guarantee policy under your existing contract with this Bureau, in the amount of the consideration stated in the land purchase contract, to insure the title of this land in the United States. Upon receipt of your preliminary title letter I will inform the landowners of any curative instruments you may deem necessary to be obtained before execution of a warranty deed in favor of the United States.

Very truly yours,

H. J. S. Devries,
District Counsel.

Encls.

cc - Supt., El Paso

A tract of land lying and situate in El Paso County, Texas and in the North half ($1\frac{1}{2}$) of Section five (5) Township thirty-four (34) South, and South half ($1\frac{1}{2}$) of Section thirty-two (32) Township thirty-three (33) South, Range eight (8) East Bureau of Reclamation Survey; being also within Tract thirteen (13), Block two (2) and accretion thereto of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at the point of intersection of the dividing line between Tract thirteen (13) Block two (2) and Tract one A (1A) Block forty-two (42) of said official resurvey of the San Elizario Grant and the southerly right of way line of the Fabens Intercepting Drain and from which point a concrete post being the Northwest corner of said Tract thirteen (13), Block two (2) of said official resurvey of the San Elizario Grant bears North two degrees (2°) fifty-eight minutes ($58'$) West one thousand three hundred seventy-four and two tenths (1374.2) feet; thence along the southerly right of way line of the Fabens Intercepting Drain which is the property of the United States, North eighty-four degrees (84°) forty-nine minutes ($49'$) East five hundred seventy-six and two tenths (576.2) feet North eighty-nine degrees (89°) thirteen minutes ($13'$) East ninety-seven and six tenths (97.6) feet, South eighty-one degrees (81°) fifty-nine minutes ($59'$) East ninety-seven and eight tenths (97.8) feet, South seventy-three degrees (73°) ten minutes ($10'$) East ninety-seven and eight tenths (97.8) feet and South sixty-eight degrees (68°) forty-five minutes ($45'$) East one thousand one hundred seventy-five and seven tenths (1175.7) feet to a point on the dividing line between Tract thirteen (13) Block two (2) and Tract thirteen (13) Block one (1) of said official resurvey of the San Elizario Grant and from which point the most easterly corner of Tract thirteen (13) Block two (2) of said official resurvey of the San Elizario Grant bears North sixty-six degrees (66°) eighteen minutes ($18'$) East twelve and three tenths (12.3) feet; thence South sixty-six degrees (66°) eighteen minutes ($18'$) West two hundred seventy-six and five tenths (276.5) feet along the dividing line and an extension thereof between said Tract thirteen (13) Block two (2) and Tract thirteen (13) Block one (1) of said official resurvey of the San Elizario Grant to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed North fifty-five degrees (55°) thirty-four minutes ($34'$) West one hundred thirty-two and three tenths (132.3) feet, North sixty-one degrees (61°) fourteen minutes ($14'$) West one hundred seventy-four and five tenths (174.5) feet, North sixty-eight degrees (68°) forty minutes ($40'$) West two hundred seventy-four and eight tenths (274.8) feet, North seventy-eight degrees (78°) forty minutes ($40'$) West four hundred twenty-seven and three tenths (427.3) feet North eighty-six degrees (86°) fifty-two minutes ($52'$) West four hundred two and six tenths (402.6) feet, North eighty-seven degrees (87°) forty-five minutes ($45'$) West one hundred fifty-three and one tenth (153.1) feet and North eighty-two degrees (82°) thirty-two minutes ($32'$) West two hundred seven and six tenths (207.6) feet to a point where the said center line intersects the extension of the dividing line between Tract thirteen (13) Block two (2) and Tract one A (1A) Block forty-two (42) of said official resurvey of the San Elizario Grant; thence along said dividing line as extended North two degrees (2°) fifty-eight minutes ($58'$) West one hundred twenty-eight and three tenths (128.3) feet to the point of beginning. Said tract of land containing seven and seventy-nine hundredths (7.79) acres, more or less. All as shown on plat attached hereto and made a part hereof.

Correct as to Engineering Data

4. ~~Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall be recorded by the Vendor to include such instruments subsequently recorded in connection herewith, including the conveyance made pursuant to this contract. Provided, that if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor, and the cost thereof shall be deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.~~

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

One hundred sixty and 15/100 - - - -

dollars

(**\$ 160.15**), by U. S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until **May 1st, 1940** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **May 1st, 1940**; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

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

Form 7-276
Approved by the Department of the Interior
June 12, 1923
(January 1937)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 29th day of April, 1940, 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, ~~represented by the officer executing this contract~~, ~~Superintendent, Bureau of Reclamation,~~ and ~~Elves Roy, a single woman, Isabel Roy, a single woman, Gilberto Carbajal,~~ and Refugio R. Carbajal, ~~his~~ wife, hereinafter styled Vendor,

of Fabens, 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

1 h 01r property, situated in the County of El Paso
(Homestead, community, separate)

State of Texas, to wit: