

480

SANCHEZ, SIMON, et. ux., Maria de WARRANTY DEED RIVERSIDE CANAL (183)

0023-0084-0007-00

18-(7) Texas

48

(C/7700--page 2)

The Trujillos and Estradas quitclaimed their interest in this survey to Bonifacio Madrid on December 9, 1926. This leaves an interest outstanding in Juan Alarcon.

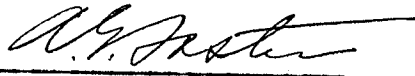
There should also be obtained a deed from Jesus Arroyas.

We would like to know where Lorenzo Alarcon acquired his title to the 15 $\frac{1}{4}$ acres in question.

The title to all of Survey 17, and the Northerly 42 acres out of Survey 18, is in Simon Sanchez, unencumbered of record.

On March 26, 1925, by an instrument recorded in Book 459, page 478, Deed Records, Bonifacio Madrid granted an easement to L. V. Beebe, across the land he owned in surveys 16 and 17, to construct an irrigation ditch and a road. Said easement was to be a strip of land 50 feet in width but the exact location of the same cannot be ascertained from this instrument as it does not describe the land by a definite description.

Very truly yours,



Secy.

AGF:MF.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

June 14, 1930,

IN REPLY PLEASE REFER TO

NO. 7700

EXAMINER MGF:AGF.

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

IN RE: purchase from Simon Sanchez,

PROPERTY: Part of Surveys 16, 17, and 18, in Block 1, of the San Elizario
Grant, El Paso County, Texas.

INSTRUMENTS EXAMINED: None,

RECORD TITLE IN: SIMON SANCHEZ,

SUBJECT TO:

TAXES: Tax and water statements not yet received. Will report later if any
taxes or water charges are unpaid.

PAVING: None.

Survey #16, was conveyed by the Corporation of San Elizario to Jesus Arroyas on March 10, 1882. On April 23, 1897, Jose Alarcon conveyed 45-3/4 acres to Gaspar Giron and on Nov. 9, 1911, Jesus Arroyas quitclaimed to Gaspar Giron that part of Survey 16, which he had under fence, and further recited that a deed had heretofore been made and delivered to Jose Alarcon but same had been lost or destroyed and never placed on record.

On January 24, 1901, Lorenzo Alarcon and wife, Francisca Alarcon, conveyed 15 1/2 acres to Bonifacio Madrid. There is nothing of record to show the connection between Lorenzo Alarcon and any of the prior owners of this survey.

There is an affidavit of record in Book 468, page 467, Deed Records of this county by Julian Alarcon who says that Jose Alarcon left surviving him, three children, to-wit: Juan Alarcon, Irene A. Trujillo wife of Antonio Trujillo and C.B. Alarcon de Estrada, wife of J. G. Estrada.

OFFICERS

TOM B. NEWMAN
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N. H. GILLOT
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A. G. FOSTER
Secretary
B. E. SCHWARZBACH
Asst. Sec'y

Pioneer Abstract & Guarantee Title Company

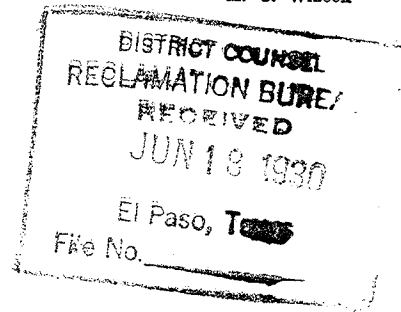
First National Bank Building

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

June 17, 1930,



Mr. H. J. S. Devries,
District Counsel,
Bureau of Reclamation,
Toltec Club Building,
El Paso, Texas,

Dear Sir:

In Re:C/7700

We beg to advise, that we are in receipt of the tax certificate covering a portion of Surveys 16, 17, and 18, in Block 1, of the San Elizario Grant, El Paso County, Texas, standing in the name of Simon Sanchez, and said certificate shows taxes unpaid on 26.25 acres out of Survey #17, for the years 1927, 1928 and 1929, in the sum of \$30.84.

Very truly yours,

A. G. Foster
Secy.

AGF:MF.

El Paso, Texas, June 18, 1930.

Mr. and Mrs. Simon Sanchez,
R. F. D., Clint, Texas.

Dear Sir and Madam:

Since writing my letter of June 16, concerning the condition of title to certain lands under contract of purchase, we beg to advise that the Pioneer Abstract & Guarantee Title Company have now reported to us on the condition of the taxes on Surveys 16, 17 and 18, Block 1, San Elizario Grant, which shows that taxes are unpaid on 26.25 acres out of Survey 17 for the years 1927, 1928 and 1929 in the sum of \$30.84.

In addition to remedying certain defects pointed out in our letter of June 16, relating to the title, it will be necessary that payment be made of these taxes in order to remove this tax lien in getting the title in shape.

If you would prefer it, we possibly could pay these taxes and deduct the amount from the consideration in the contract, but would require your written authority, authorizing us to do so, and it would doubtless be better for you to take care of this yourselves, if you are in a position to do so.

Very truly yours,

H
H. J. S. Devries,
District Counsel.

OFFICERS
* TOM B. NEWMAN
President
N. H. GILLOT
Vice-President
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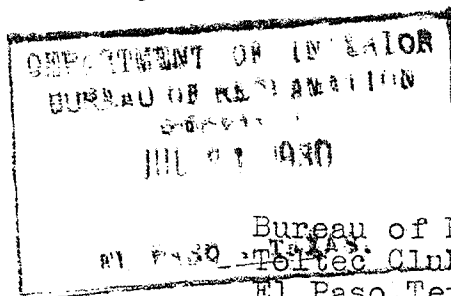
Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

July 21, 1930

DIRECTORS
W. H. BUCHER
A. H. CULWELL
JAMES W. GIBB
N. H. GILLOT
TOM B. NEWMAN
H. H. NEWMAN
M. C. WILCOX



Our File C/7700

Attention Mr. H. J. S. Devries.

Gentlemen:

Mr. Simon Sanchez has cleared the title to the land which he is conveying to the Government to our satisfaction, with the exception of the taxes. There is \$30.84 delinquent taxes due on part of Survey 17 which Mr. Sanchez said could be paid out of the purchase price of the land.

When the taxes have been paid and the deed duly executed we will be ready to issue our policy of title insurance, as requested by you.

Yours very truly,

A. G. Foster,
Secretary.

AGF/B

July 22, 1930

Bureau of Reclamation,
El Paso, Texas

Gentlemen:

With reference to your contract with us dated May 17, 1930 executed on behalf of the United States by Mr. R. F. Walter, concerning the purchase of land from us you are requested to pay out of the purchase price stated in the contract the sum of \$30.84 delinquent taxes due on part of Survey 17 and whatever other sums may be necessary to remove tax or other liens, if any.

Very truly yours,

Simeon Sanchez

*Her
Maria X de Sanchez
Mark*

Contractors

*Witnesses to Mark
Geo. W. Hoadley
Luz B. Ortega*

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas, July 30, 1930

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land described in contract dated May 17, 1930 with Simon Sanchez and Maria de Sanchez, his wife; area 10.03 acres; consideration \$2,006.00- for Riverside Canal and Intercepting Drain- Rio Grande project.

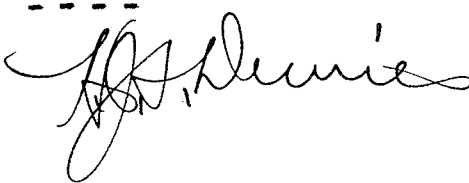
1. Examination of title papers including warranty deed from the above named grantors to the United States and Certificate of Guarantee of Title of the New York Title & Mortgage Company, certified July 29, 1930 and numbered Texas 13,713 discloses a satisfactory title vested in the United States free of all liens and encumbrances to the land described in the above mentioned contract.

2. Taxes in Texas become a lien as of January 1 of the year in which assessed but as the taxing officials have not, as yet completed assessments and levies for the current year 1930 taxes may be disregarded,; taxes for all other years appear to have been paid. To remove a tax lien it was necessary for the United States to pay, pursuant to the privilege reserved to it in the contract, \$30.84 in delinquent taxes. This amount should be deducted from the consideration named in the contract.

3. Payment may accordingly be made of the sum of \$1975.16 being the balance of the consideration named in the contract after deducting the payment of \$30.84 above mentioned, such payment to be made to the vendors named in the contract.

4. Original contract bearing symbol No. 12~~2~~2306 has already gone forward. There are transmitted herewith Original and two copies of the original recorded deed, certificate of title No. 13713 and executed voucher.

cc- Denver
Washington

- - - -


ABSTRACT OF AGREEMENT
ADVERTISING—AWARD—FORM

No. _____
(Contract)

Date _____, 19____

Department of the Interior
(Department or establishment)

Bureau of Reclamation
(Bureau or office)

El Paso, Texas
(Location)

ABSTRACT OF AGREEMENT

Simon Sanchez and Maria de Sanchez
(Name of contractor)

Total amount, \$ 2006.00

By Selves

Subject purchase of land

Title Contractors

Contract period

Address R.F.D., Clint, Texas

Appropriation Reclamation fund, F.Y.1930
Rio Grande project

Contracting officer R. F. Walter,
Chief Engineer

Discount

Items

Quantity 10.03 acres fully described in attached land purchase contract

Unit price(s)

Deliveries

Conditions

Payments to be made by Special Fiscal Agent

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.

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 **May 17th**, 192**30**, with

Simon Sanchez and Maria de Sanchez

1. State purpose for which the land is required.

Riverside Canal and Intercepting Drain

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

10.03 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.

Simon Sanchez, R.W.D., Clint, Texas

Maria de Sanchez, " " "

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

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 **May 17, 1930**

(symbol and number **24-2306** made by **Simon Sanchez and Maria de Sanchez**
(a) amount involved **\$2006.00**, authority No. **101** (or clearing account, to wit: (a) purpose **purchase of land**

Reference: (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at **El Paso, Texas** District Counsel at **El Paso, Texas** and

(a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

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

2. Upon approval of above mentioned contract, original should be returned to **Rio Grande project for recordation and trans-**

Original and **4** copies of this form. **mittal to General Accounting Office.**

Original and **4** copies of contract.

3. 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.

4. On this date the above-described contract was executed, and bond, if any, approved by this office.

5. On this date the above-described contract was executed, and bond, if any, approved by this office.

6. On this date the above-described contract was executed, and bond, if any, approved by this office.

7. On this date the above-described contract was executed, and bond, if any, approved by this office.

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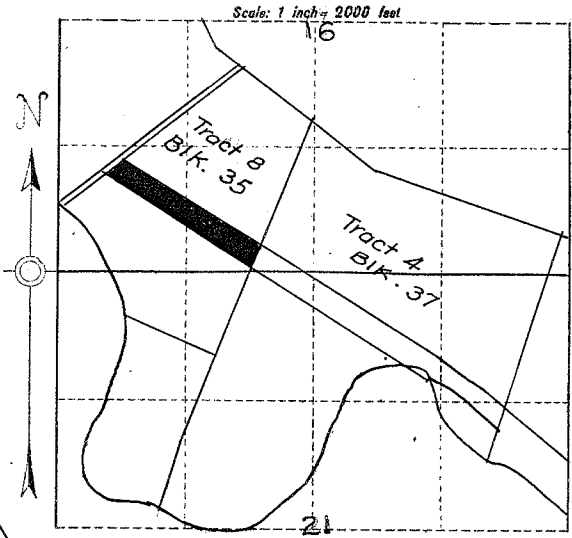
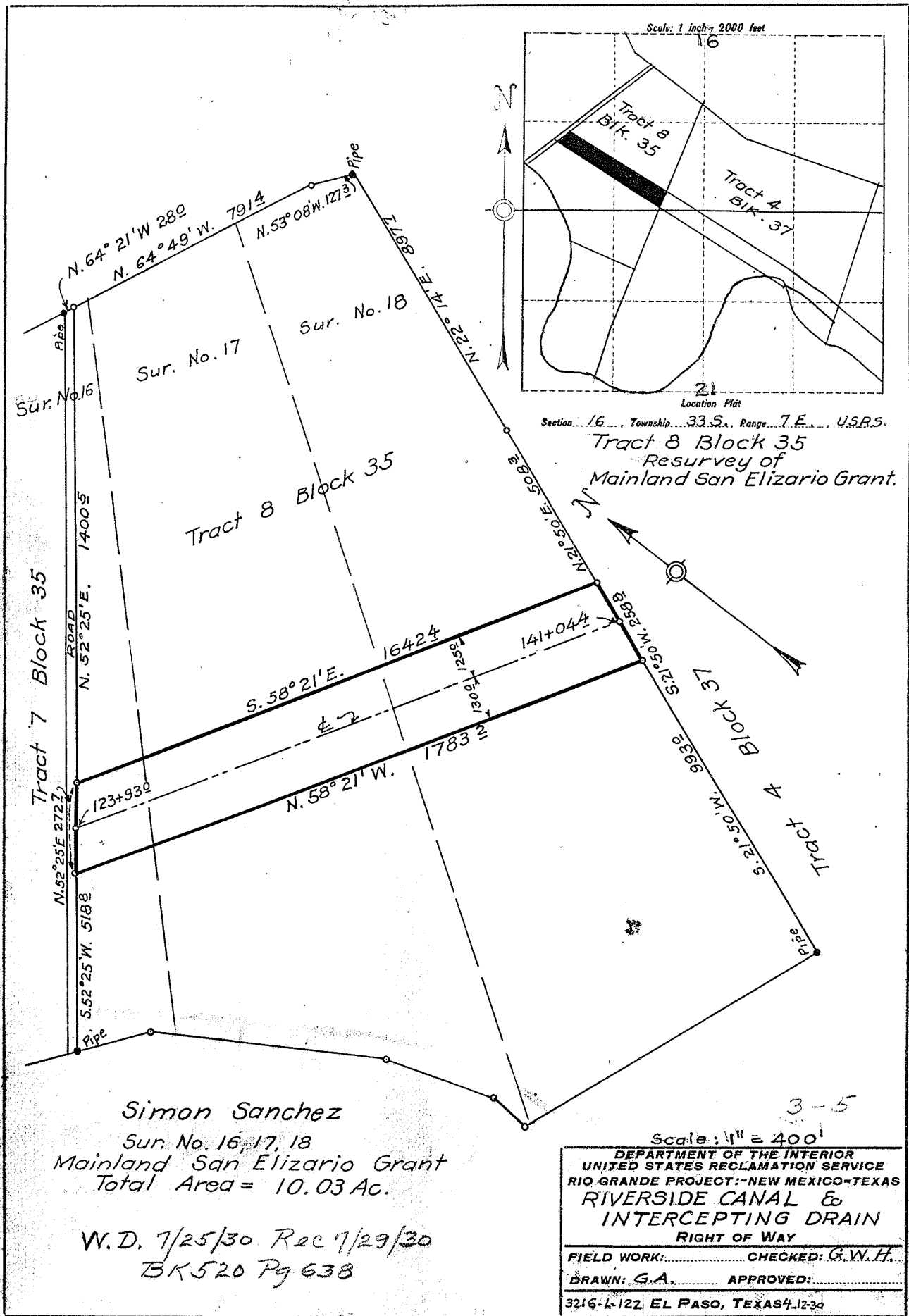
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31. On this date the above-described contract was executed, and bond, if any, approved by this office.

32. On this date the above-described contract was executed, and bond, if any, approved by this office.

33. On this date the above-described contract was executed, and bond, if any, approved by this office.



Section 16, Township 33.5 S., Range 7 E., U.S.R.S.
 Tract 8 Block 35
 Resurvey of
 Mainland San Elizario Grant.

Simon Sanchez
 Sur. No. 16, 17, 18
 Mainland San Elizario Grant
 Total Area = 10.03 Ac.

W.D. 7/25/30 Rec 7/29/30
 BK 520 Pg 638

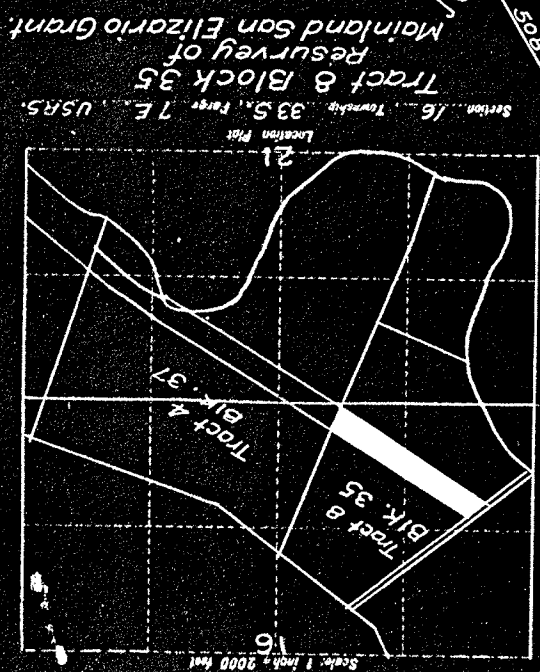
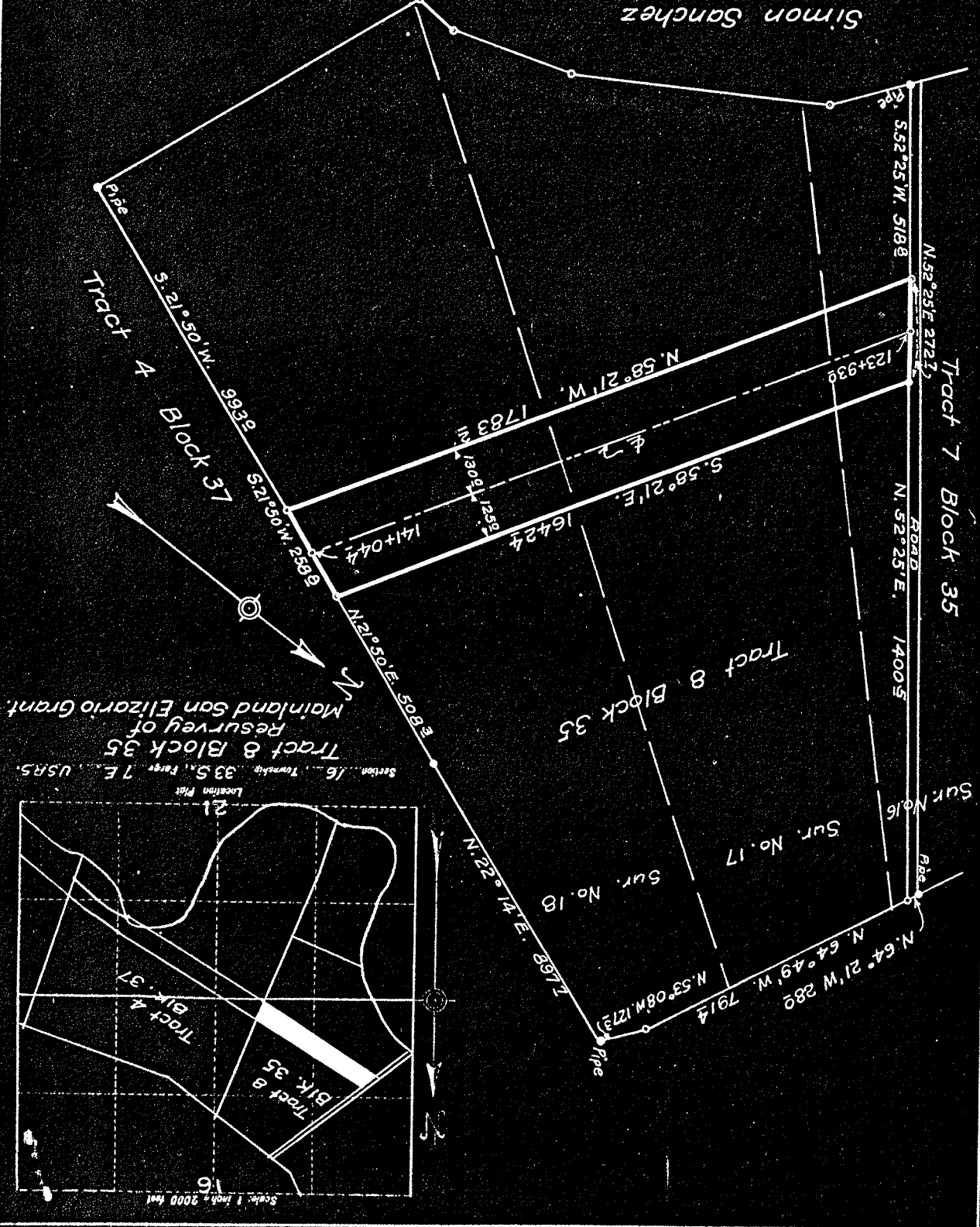
Scale: 1" = 400'

3-5

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJECT - NEW MEXICO-TEXAS RIVERSIDE CANAL & INTERCEPTING DRAIN RIGHT OF WAY	
FIELD WORK:	CHECKED: G.W.H.
DRAWN: G.A.	APPROVED:
3216-L-122 EL PASO, TEXAS 4-12-30	

Simon Sanchez
 Sur. No. 16, 17, 18
 Mainland San Elizario Grant
 Total Area = 10.03 Ac.

Scale: 1" = 400'
 DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT - NEW MEXICO-TEXAS
 RIVERSIDE CANAL &
 INTERCEPTING DRAIN
 FIELD WORK: G.W.H.
 CHECKED: G.W.H.
 DRAWN: G.A.
 APPROVED:
 3216-L-122, EL PASO, TEXAS 4-12-34



THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, Geo. W. Hoadley

a notary public

in and for El Paso County, Texas,

on this day personally appeared

Simon Sanchez and Maria de Sanchez, his wife

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

Given under my hand and seal of office, this day of July A. D. 1930

Notary Public in and for El Paso
County, Texas.

Wife's Separate Acknowledgment.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, Geo. W. Hoadley, a notary public

in and for El Paso County, Texas,

on this day personally appeared

Maria de Sanchez

wife of

Simon Sanchez

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 de Sanchez 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 day of July A. D. 1930

Notary Public.

Certificate of Filing.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

I, Clerk of the County Court

of said County, do hereby certify that the above instrument of writing dated on the
day of A. D. 19, with its certificate of authentication, was filed for record in my office
this 29th day of July, A. D. 1930, at o'clock M.
and duly recorded the day of A. D. 19, at o'clock M.
in the records of said County, in Volume 520 on Pages 638

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

Clerk, County Court, El Paso County, Texas.

By Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for Record the

day of 19, at

o'clock and minutes M.

Clerk County Court, El Paso County Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

CERTIFICATE OF POSSESSION

I hereby certify that I have personally examined the land described in attached land purchase contract dated May 17, 1930, between The United States of America and Simon Sanchez and Maria de Sanchez, 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 20th day of May, 1930.

Geo. W. Hoadley
Junior Engineer
Bureau of Reclamation

CERTIFICATE BY SUPERINTENDENT

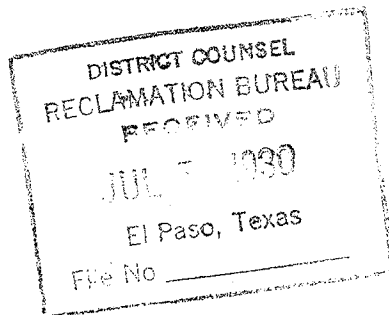
I hereby certify that the land described in attached land purchase contract dated May 17, 1930, between The United States of America and Simon Sanchez and Maria de Sanchez, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Riverside Canal and Intercepting Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely \$2006.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 20th day of May, 1930.

L.R. Flock

Project Superintendent
Bureau of Reclamation.

LAE



Denver, Colorado,

July 3, 1930.

From Chief Engineer

To Superintendent, El Paso, Texas.

Subject: Contract dated May 17, 1930, with Simon Sanchez
and Maria de Sanchez, for purchase of land -
Rio Grande project.

1. Reference is made to the above contract, transmitted here with your record of execution of contract dated May 20, 1930, the original contract, executed by me, being returned to your office by office indorsement dated May 27, 1930, for recording and return to this office.

2. If the contract has been recorded, kindly return it to this office for further action.

R. F. Walter

cc D. C., El Paso, Texas. ✓

We would like to know where Lorenzo Alarcon acquired his title to the 15 $\frac{1}{4}$ acres in question.

The title to all of Survey 17, and the Northerly 42 acres out of Survey 18, is in Simon Sanchez, unencumbered of record.

On March 26, 1925, by an instrument recorded in Book 459, page 478, Deed Records, Bonifacio Madrid granted an easement to L. V. Beebe, across the land he owned in surveys 16 and 17, to construct an irrigation ditch and a road. Said easement was to be a strip of land 50 feet in width but the exact location of the same cannot be ascertained from this instrument as it does not describe the land by a definite description."

It is suggested that you call upon the Pioneer Abstract and Guarantee Title Company in the First National Bank Building, El Paso, and find out what further record showing will have to be made in order that the guarantee title company may be in a position to certify the title to the land under contract of purchase.

Very truly yours,

H. J. S. Devries,
District Counsel.

Bcc- ✓ Mr. Hoadley:

Do you know anything about a road, an easement for which was granted to L. V. Beebe in Surveys 16 and 17, San Elizario Grant? The Pioneer people say they cannot locate this road from the easement, and it may be necessary to have Bonifacio Madrid and Beebe enter into an agreement describing the location on this easement. The first time you are up at the Pioneer place, you might ask them about this.

H.J.S.D.

*Mr. Handley
see note at end*

El Paso, Texas, June 16, 1930.

Mr. and Mrs. Simon Sanchez,
H. F. D., Clint, Texas.

Dear Sir and Madam:

Pursuant to land purchase contract between the United States and yourselves dated May 17, 1930 for 10.03 acres in Survey 16, 17 and 18, Block 1, San Elizario Grant, El Paso County, Texas:

We referred the matter to the Pioneer Abstract & Guarantee Title Company, which company generally passes upon and guarantees title to lands purchased for use of the Bureau of Reclamation.

From the report of the title company there appears to be some record evidence of title to Survey 16 lacking, it appearing that one Lorenzo Alarcon deeded the property to Bonifacio Madrid, but there appears to be nothing of record to show when or how Lorenzo Alarcon acquired the property in Survey 16.

The title company has not thus far reported on the taxes, but as to the matter of title generally, the title company states:

"Survey #16, was conveyed by the Corporation of San Elizario to Jesus Arroyas on March 10, 1882. On April 23, 1897, Jose Alarcon conveyed 45-3/4 acres to Gaspar Giron and on Nov. 9, 1911, Jesus Arroyas quitclaimed to Gaspar Giron that part of Survey 16, which he had under fence, and further recited that a deed had heretofore been made and delivered to Jose Alarcon but same had been lost or destroyed and never placed on record.

On January 24, 1901, Lorenzo Alarcon and wife, Francisca Alarcon, conveyed 15 1/2 acres to Bonifacio Madrid. There is nothing of record to show the connection between Lorenzo Alarcon and any of the prior owners of this survey.

There is an affidavit of record in Book 468, page 467, Deed Records of this county by Julian Alarcon who says that Jose Alarcon left surviving him, three children, to-wit: Juan Alarcon, Irene A. Trujillo wife of Antonio Trujillo and C. B. Alarcon de Estrada, wife of J. C. Estrada.

The Trujillos and Estradas quitclaimed their interest in this survey to Bonifacio Madrid on December 9, 1926. This leaves an interest outstanding in Juan Alarcon.

There should also be obtained a deed from Jesus Arroyas.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

FEES \$ 1.25

EL PASO, TEXAS, July 29 1930

RECEIVED

FOR RECORD THE FOLLOWING INSTRUMENT:

No. _____

41901 Simon Sanchez and wife, Maria de Sanchez,

-to-

The United States of America,

WD.

XX U. S. R. S.

RETURN THIS RECEIPT

W. D. GREET, COUNTY CLERK

BY W. H. Greedy
DEPUTY

3216-L-122 EL PASO, TEXAS 7-30

DRAWN: G.A. APPROVED:

FIELD WORK: _____
CHECKED: G.W.H.

RIGHT OF WAY

INTERCEPTING DRAIN

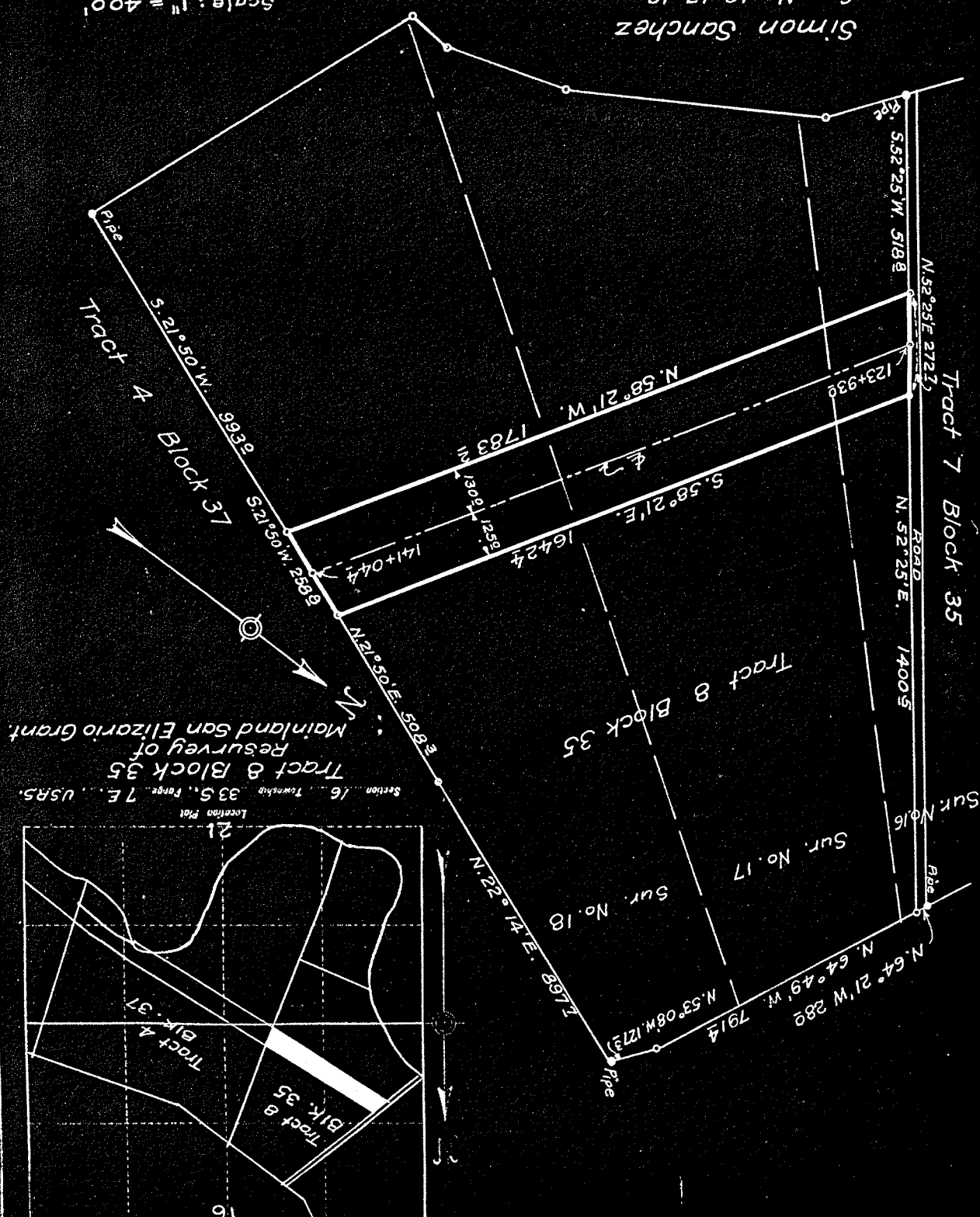
RIVERSIDE CANAL &

UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT: NEW MEXICO-TEXAS

DEPARTMENT OF THE INTERIOR

Scale: 1" = 400'

Simon Sanchez
Sur No. 16, 17, 18
Mainland San Elizario Grant
Total Area = 10.03 Ac.



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF El Paso } ss: Strike out (b) in case the law does not require examination of wife
apart from her husband in conveyance of the kind of property described
in Article 3 hereof.

(a) I, Geo. W. Roadley, a Notary Public
in and for said county, in the State aforesaid, do hereby certify that
Simon Sanchez and Maria de Sanchez, his wife

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

(b) I further certify that I did examine the said Maria de Sanchez
separate and apart from her husband, and explained to her the contents of the foregoing instrument, and
upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without
any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 17th day of May, 1920

[SEAL]

My commission expires 6/1-31

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas } I hereby certify that this instrument was filed for record at
COUNTY OF El Paso } ss: my office at 9:20 o'clock A.M., 6/4/30, 1920
and is duly recorded in Vol. 530 of
Page No. 298 - Recorded 11:45 P.M. 6/6/30
By A. A. Osborne Fees, \$
County Recorder. Deputy

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____ }
COUNTY OF _____ } ss: (Execute only on Returns Office copy)

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a con-
tract made by me, personally, with _____
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or
advantage corruptly to the said _____, or to any other
person or persons; and that the papers accompanying include all those relating to the said contract, as
required by the statute in such case made and provided.

_____ Bureau of Reclamation.

Subscribed and sworn to before me at _____
this _____ day of _____, A. D. 192

[OFFICIAL SEAL]

My commission expires _____

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: to mark,

By _____
Superintendent, Bureau of Reclamation.

J. U. Sweeney

P. O. Address: El Paso, Texas

Geo. W. Hoadley

P. O. Address: El Paso, Texas

Simon Sanchez

Vendor.

Her

Maria de [X] Sanchez

Mark

Vendor.

P. O. Address:

Vendor.

P. O. Address:

P. O. Address: H. F. D. Clint, Texas.

Approved:

(Date) _____, 192

(a)

(b)

(c)

RECEIVED BY THE BUREAU OF RECLAMATION

fifty-eight and eight-tenths feet ~~east~~ to a point from which the southeast corner said Tract 8, Block 35, bears South twenty-one degrees, fifty minutes West (S21°50'W) nine hundred ninety-three and no-tenths feet (993.0'); thence North fifty-eight degrees, twenty-one minutes West (N58°21'W) one thousand seven hundred eighty-three and two-tenths feet (1783.2') to a point on the northwest line of said tract 8, Block 35, and from which point an iron pipe at the west corner of said Tract 8, Block 35, bears South fifty-two degrees, twenty-five minutes West (S52°25'W) Five hundred eighteen and eight-tenths feet (518.8'); thence North Fifty-two degrees, Twenty-five minutes East (N52°25'E) along the northwest line of Tract 8, Block 35, two hundred seventy-two and seven-tenths feet (272.7') to the point of beginning, said tract containing ten and three-hundredths (10.03) acres more or less, all as shown on plat attached hereto and made a part hereof.

May 17, 1930 *to be released*
Book 530 and page 298 of the Records of El Paso County, Texas

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

Two thousand six no/100--

dollars

2006.00 (\$), 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 *5/17/30* notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until *5/17/30* ; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

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

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

122-2306

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 17th day of May, 1930, 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

~~Lawrence Block~~, Superintendent, Bureau of Reclamation, thereunto duly authorized, and ~~subject to the approval of the proper officers thereof~~ and Simon Sanchez

and Maria de Sanchez, his wife, hereinafter styled Vendor, of El Paso, 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

their homestead property, situated in the County of El Paso

(Homestead, community, separate) State of Texas, to wit:

A tract of land lying and situate in El Paso County, Texas, and in the Southwest Quarter (SW¹), Section Sixteen (16), Township Thirty-three (33) South, Range Seven (7) East, Bureau of Reclamation Survey, being also within Surveys 16, 17, and 18, of the Mainland San Elizario Grant, shown as Tract 8, Block 35, on plat of official re-survey of the Mainland San Elizario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the thirteenth day of January 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows:

Beginning at a point on the northwest line of Tract 8, Block 35, of the re-survey of the Mainland San Elizario Grant, and from which point the north corner of said Tract 8, Block 35, bears North fifty-two degrees, twenty-five minutes East (N52°25'E), one thousand four hundred and five-tenths feet (1400.5'); thence South fifty-eight degrees, twenty-one minutes East (S58°21'E), one thousand six hundred forty-two and four-tenths feet (1642.4') to a point on the easterly line of said Tract 8, Block 35, and from which point an iron pipe at the most easterly corner of said Tract 8, Block 35, bears North Twenty-one degrees, fifty minutes East (N21°50'E), five hundred eight and three-tenths feet (508.3'), and North twenty-two degrees, fourteen minutes East (N22°14'E), eight hundred ninety-seven and seven-tenths feet (897.7'); thence South twenty-one degrees, fifty minutes West (S21°50'W) along the easterly line of said Tract 8, Block 35, two hundred

Correct as to Engr. Data