

780. GANDELARIA, ADELIA G. (194) 0023-0048-0008-00 Woman's Book

SAN ELIZARIO FEEDER

The State of Texas, }

County of El Paso.

Know all Men by these Presents: that

F. G. Candelaria and Adela G. Candelaria, his wife, of Ysleta,

of the County of El Paso, State of Texas, in consideration of the sum of Sixty-five (\$65.00) - -
DOLLARS

to them in hand paid by the United States of America, in pursuance of the provisions of the Act of Congress approved June 17, 1902 (32 Stat., 388), the receipt of which is hereby acknowledged have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said United States of America

~~that certain~~ tract or parcel of land, lying in the County of El Paso and State of Texas ~~and more particularly described as~~ being in Section Eleven (11), Township Thirty-two (32) South, Range Six (6) East, N. M. P. M., more particularly described as follows to wit: Beginning at the Southwest corner of Survey Thirty (30) of the Ysleta Town Grant, from which point the Northeast corner of Section Eleven (11), Township Thirty-two (32) South, Range Six (6) East, bears north 32° 30' East, a distance of one thousand nine hundred and twenty-three (1,923) feet, running thence south 51° 07' West a distance of three and three-tenths (3.3) feet to Station 113+76 on the center line of the San Elizario Feeder, thence on same course a distance of twenty-eight (28) feet, thence north 13° 42' West a distance of seven hundred and twenty-two (722) feet to the north boundary line of land owned by the grantors herein, thence along said north boundary line south 68° 28' East, a distance of thirty (30) feet to Station 106+83 on the center line of the San Elizario Feeder, thence on same course and boundary line a distance of thirty-six (36) feet, thence south 13° 42' East, a distance of six hundred twenty and three-tenths (620.3) feet to a point on the west line of said Survey Thirty (30), thence south 15° 02' West, a distance of fifty-eight (58) feet to the place of beginning, containing eight hundred and seventy-one thousandths (0.871) of an acre, the strip of land herein conveyed being a part of of that tract of land conveyed by warranty deed on April 6, 1915, to F. G. Candelaria by Cristobal Briceno, which deed is recorded in Book 268, Page 421 of the Deed Records of El Paso County, Texas.

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 United States of America, its successors and

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 United States of America, its successors

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

Witness our hands at Ysleta, Texas this 16th day of

March, A. D. 1917

(Signed) F. G. Candelaria

Witness at Request of Grantor.

Felipe Candelaria
Serna

" Adela G. Candelaria
mark

THE STATE OF TEXAS,

County of El Paso.
a Notary Public

Before me W. G. Morgan
in and for El Paso County, Texas, on this day personally appeared
F. G. Candelaria

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

Given under my hand and seal of office this 17th day of March A. D. 1917

(SEAL)

W. C. Morgan
Notary Public, El Paso County,
Texas

THE STATE OF TEXAS,

County of El Paso.
a Notary Public

Before me W. C. Morgan
in and for El Paso County, Texas, on this day personally appeared
Adela G. Candelaria, wife of F. G. Candelaria

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 Adela G. Candelaria

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 17 day of March A. D. 1917

(SEAL)

W. C. Morgan
Notary Public, El Paso
County, Texas

THE STATE OF TEXAS,

County of El Paso.

I, W. D. GREET Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 16th day of March, A. D. 1917, with its certificate of authentication, was filed for record in my office this 21st day of March, A. D. 1917, at 11:10 o'clock A. M. and duly recorded this 3rd day of April, A. D. 1917, at 11:45 o'clock A. M. in the records of said County, in Volume 299 on Pages 562.

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

W. D. GREET

Clerk, County Court.

By L. C. Bowles, Deputy.

F. G. Candelaria

Adela G.

TO

United States of America

O. 871 of an A. E. N. M. P. M.

WARRANTY DEED

SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for record Mar 21 1917

at 11:10 o'clock A. M.

W. D. GREET

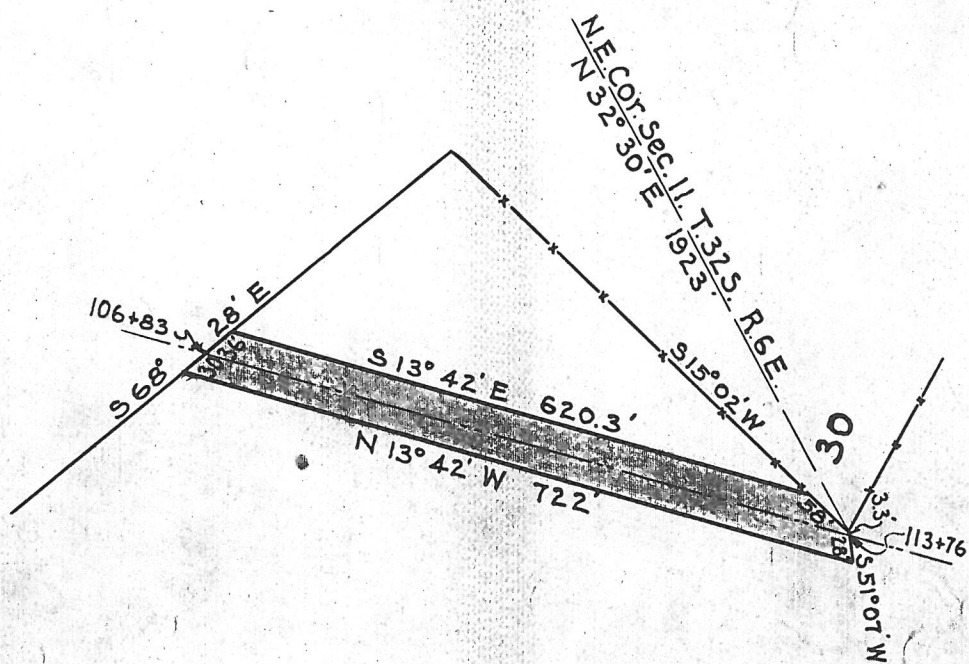
Clerk County Court.

C. ARANDA

By

Deputy.

ELLIS EL PASO



W.D. 3/16/17

Rec 4/3/17

BK 299 Pg 562

Right of Way through the Property of
F. G. Candelaria
Sec. 11, T. 32 S., R. 6 E.
0.871 Acre

UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT N.M.-TEX.

A.P. Davis, Chief Engr. S.B. Williamson, Chief of Const.
R. F. Walter, Senior Engr.

SAN ELIZARIO FEEDER
EL PASO VALLEY

Scale: 1" = 200'

Ysleta, Texas.

August 1915.

17
Drawn by W.P.B.
Traced by W.P.B.
Checked by
Approved

S.S. Fader

E 767-L-47 02-13

THIS AGREEMENT, made the 27th day of August A. D.

fifteen between F. C. Candelaria

nineteen hundred and

and Adela Candelaria, his wife, of Yelote, El Paso

County, Texas, for themselves, their heirs, legal representatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

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

WITNESSETH:

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

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

A tract of land located in section eleven (11), Township thirty-two (32) South, Range six (6) East, more particularly described as follows: Beginning at the southwest corner of Survey No. thirty (30), Yelote Town Grant from which the Northeast corner of section eleven (11), Township thirty-two (32) South, Range six (6) East, bears North 32° 30' East nineteen hundred and twenty-three (1923) feet, thence South 61° 07' East three and three tenths (3.3) feet to station 115+76 on proposed center line of San Alisario feeder, thence South 61° 07' East twenty-eight (28) feet, thence North 15° 42' East seven hundred and twenty-two (722) feet to a point on his north line, thence South 68° 28' East thirty (30) feet along his north line to station 106+85 on the proposed center line of the San Alisario feeder, thence South 66° 28' East thirty-six (36) feet along his north line, thence South 15° 42' East six hundred twenty and three tenths (620.3) feet to a point on the West line of said Survey No. 30, thence South 15° 02' East fifty-eight (58) feet to the place of beginning and containing eight hundred and seventy-one thousandths (0.871) acre, as shown on plat attached which is made a part of contract.

AGREEMENT TO SELL

7-276

UNITED STATES.
TO

I hereby certify that this instrument was filed
COUNTY OF _____
ss: _____
for record at my office at _____ o'clock _____ M.,
1915, and is duly
recorded in Book _____
Page No. 115
By _____
Rees, \$ _____

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF _____
COUNTY OF _____
ss: _____

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

Subscribed and sworn to before me at _____
_____ Engineer, U. S. R. S.

[OFFICIAL SEAL.] this _____ day of _____, A. D., 1915. My commis-

sion expires _____

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

2. ~~In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of sixty-five (\$65)

dollars, by U. S. Treasury warrant or disbursing officer's check.

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

7. It is agreed that the vendor may retain possession of said premises until Sept. 1, 1915,

notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until Sept. 1, 1915;

except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration

of twenty-four months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

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

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

Witnesses:

L. A. Folk F. G. Candelaria
of Ysleta, Texas

R. J. Fessenden Adela G. Candelaria
of Ysleta, Texas Vendor

D. W. Murphy
of Denver, Colo.

F. M. Hough For and on behalf of the United States

of Mill Bluff, El Paso, Texas

STATE OF Texas

COUNTY OF El Paso

I, L. A. Folk, J.P. and ex off., a Notary Public

in and for said county, in the State aforesaid, do hereby certify that F. G. Candelaria who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has

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

I further certify that I did examine the said Adela G. Candelaria separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared 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 27th day of August, 1915.

[SEAL.] L. A. Folk, J. P. and ex off.
Notary Public

My commission expires Nov. 20, 1915.

Approved this 24th day of December, 1915

W. A. Ryan
Subscribed & S.R.S.

El Paso, Texas, Aug. 16, 1917.

Mr. F. G. Candelaria,
Ysleta, Texas.

My dear Mr. Candelaria:

Referring to my letter of August 7, 1917,
returning deed to you.

Will you please return this deed at an early
date in order that voucher may be forwarded to you for
payment? I am leaving for a vacation and should
be glad to complete this transaction before leaving if
you can find time to return the deed.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Aug. 7, 1917.

Mr. F. G. Candelaria,
Ysleta, Texas.

My dear Mr. Candelaria:

I tried to communicate with you over the telephone but failed to find you, and I am therefore returning your deed to the United States covering the .871 of an acre which you agreed to sell the Government, with the request that you have the signature of your wife, Mrs. Adela G. Candelaria, attested by two witnesses who can write, as Mrs. Candelaria has signed by mark.

The abstract has finally been returned and nothing remains to be done except signing the voucher for payment.

Please return this deed as soon as you can conveniently in order that payment may be made at an early date.

I am very sorry that this deed must be returned for this defect, but otherwise payment would be withheld.

Very truly yours,

Asst. District Counsel.



El Paso, Texas, March 20, 1917.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for recording and return to this office warranty deed dated March 16, 1917, from F. G. Candelaria and wife to the United States carrying a consideration of \$65.00.

Very truly yours,

J. H. Hamilton

Asst. District Counsel

enc

El Paso, Texas, March 20, 1917.

The Pioneer Abstract Company,

721 1st National Bank Building,

El Paso, Texas.

Gentlemen:

There is transmitted herewith for extension abstract No. 20508 prepared by the El Paso Title Co. in connection with land of F. G. Candelaria.

Mr. Candelaria advises that he has recorded quit claim deed from the Commissioners' Court covering the 0.871 acre strip desired by the United States. Deed from F. G. Candelaria and wife to the United States covering this strip of land is being transmitted to the County Clerk for recording to-day.

Very truly yours,

J. H. Hamilton

Asst. District Counsel

enc

El Paso, Texas, February 28, 1917.

Mr. F. G. Candelaria,
Ysleta, Texas.

Dear Sir:

In connection with the proposed purchase of 0.871 of an acre of land from you by the United States for right of way for the San Elizario Feeder Canal, you are advised that as soon as information is received from you that the taxes shown in the abstract as being due and unpaid on this land for the years 1885 to 1914, and also the taxes for the years 1915 and 1916, are paid, deed to the United States will be transmitted to you for execution, and the payment of the purchase price expedited.

Very truly yours,

P. W. Dent

District Counsel

El Paso, Texas, June 26, 1916.

Mr. F. G. Candelaria,
Ysleta, Texas.

Dear Sir:

There is enclosed herewith a quit claim deed for the 0.871 of an acre of land which you contracted under date of August 27, 1915, to sell and convey to the United States for a consideration of \$65.00.

An examination of the abstract of title to the said land discloses that there never was a deed issued by the Town of Ysleta, you simply basing your title on a deed given you on April 6, 1915, by Cristobal Briceno for a tract of which the 0.871 of an acre is a part.

referred
It will, therefore, be necessary to secure and have recorded the enclosed quit claim deed, same to be executed by the Commissioners' Court of El Paso, *county* which court has the supervision and control of the property of the defunct corporation of Ysleta. It will also be necessary that all taxes due on the property to be acquired be paid.

Please attend to these matters with as little delay as possible, notifying this office when the same have been attended to in order that steps may be taken looking to the payment to you of the purchase price.

Very truly yours,

Enc.

P.W.Dent,
District Counsel.

Federal ~~xxxxxx~~

, June 19, 1916.

FROM Edwin H. Peery, District Counsel in Charge of Titles,
TO P. W. Dent, El Paso, Texas.
SUBJECT: Opinion on purchase of land from F. G. Candelaria and wife, for the
 San Elizario feeder - Rio Grande Project.

1. I have considered the opinion of the Assistant District Counsel John J. Buck, of June 6, 1916, in connection with the abstract and other papers submitted, relative to the title of F. G. Candelaria to .871 of an acre of land situated in a strip extending southeasterly thru a portion of the ~~Block~~^{Block} of Section 11, T. 32 South, Range 6 East, New Mexico Principal Meridian, which the United States is seeking to acquire in pursuance of an agreement with said Candelaria and wife, dated August 27, 1915, to convey said land to the United States for a consideration of \$65.00.

2. The opinion finds title in the vendors subject to the securing of a quit-claim deed from the Commissioners' Court of El Paso County, Texas, and subject also to the payment of taxes, abstracted at page 37 of the abstract, which entry shows taxes amounting to \$55.66 for the years 1885 to 1914, unpaid. The certificate at this entry would indicate that the entire amount of taxes was a lien upon the land proposed to be purchased, but presumably the taxes relate to a 25 acre tract formerly owned by Cristobal Briceno and conveyed by him to F. G. Candelaria, April 6, 1915.

3. The abstract discloses no title in the vendors save that dependent upon the deed of Cristobal Briceno of April 6, 1915 to F. G. Candelaria (Abstract page 31), which conveys a tract of land by metes and bounds, described as situated in the Ysleta town grant in El Paso County, Texas. Presumably the land to be conveyed is a portion of this tract.

4. From an examination of the abstract and papers, I find that the legal title to the premises to be conveyed is still in the Ysleta town grant, and that to complete the title, a deed should be obtained from the Commissioners' Court of El Paso County, Texas. When such a deed has been obtained in a form satisfactory to the District Counsel and taxes shown on page 35 of the abstract paid, the agreement of sale may be carried out by accepting a deed from the vendors in the form submitted with the papers, amended as hereinafter stated, by placing the same of record and by continuing the abstract to include such record, provided nothing has occurred subsequent to May 30, 1916, date when the abstract closed, adversely affecting the title of the vendors.

5. The description in the deed should refer to the land conveyed to F. G. Candelaria by Cristobal Briceno by warranty deed abstracted at page 31. The reference in the description to "land owned by the grantors herein" is too indefinite and does not connect the property with anything shown in the abstract.

6. After title has vested in the United States free of incumbrance, the consideration may be paid in the usual manner, the fiscal agent transmitting with his voucher the papers required by the Reclamation Manual.

7. It is suggested that it is not necessary in future abstracts to include entries affecting the title prior to the deed from the Ysleta town grant. If reference is made to some other abstract in which these entries are set forth, the present abstract could be a good one to refer to in this connection.

1. Opinion of Asst. Dist. Counsel,
2. Agreement to sell.
3. Form of deed.

4. Possessory cert. E. H. PEERY.
5. Abstract of title No. 20508
of The El Paso Title Company.

✓
El Paso, Texas, June 6, 1916.

From Asst. District Counsel

To District Counsel in Charge of Titles, E. H. Peery, Denver, Colo.

Subject: Opinion and title papers, land purchase from F. G. Candelaria and wife under contract of August 27, 1915 - Rio Grande project.

1. I have examined the abstract of title and related papers in connection with the acquisition by the United States from F. G. Candelaria of a strip of land embracing 0.671 of an acre situate in Section 11, Township 32 South, Range 6 East, N. M. P. M., El Paso county, Texas, needed as right of way for the San Elizario feeder.

2. The said strip of land is a part of the Yelata Town Grant, with which grant you are familiar, and is situate just west of Survey 30 of said grant. You are also familiar with the entries throughout the abstract.

3. It appears that the Government vendor bases his title on a warranty deed given him on April 6, 1915, by Cristobal Briceño. Nothing is of record as to how Briceño acquired title.

4. This case is somewhat similar to the purchase from Wm. A. Brand where the Government vendor was required to secure a deed from the Commissioners' Court for the land under contract of purchase, and it is believed that the same requirement should be imposed here.

5. Dependent on the securing of a quit claim deed by the

Possessory Certificate.

I, John J. Buck, certify that I have personally examined the land sought to be acquired by the United States from F. G. Candelaria and wife in Sec. 11, T. 32 S., R. 6 E., N. M. P. M., El Paso County, Texas, for the Rio Grande project, pursuant to contract dated August 27, 1915, and that the said proposed grantors were in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners and no person claiming a right in such land adverse to the grantors is in possession of any part of it.

John J. Buck,

Asst. Dist. Counsel, U.S.R.S.

El Paso, Texas, June 6, 1916.

0.871 A. ✓
\$65.00
JHH

El Paso, Texas, December 2, 1915.

Mr. F. G. Candelaria,
Ysleta, Texas.

Dear Sir:

You are respectfully advised that agreement with yourself and wife dated August 27, 1915, in connection with the proposed transfer to the United States of 0.871 of an acre of land to the United States for right of way for the San Elizario Feeder Canal, Rio Grande Project, was approved by W. A. Ryan, Comptroller, U. S. Reclamation Service, under date of November 24, 1915.

Further action in the premises will be taken as soon as this office can secure and examine the abstract of title covering the land in question.

Very truly yours,

P. W. Dent H

District Counsel

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 1, 1915.

Ch. of Construction

Project Manager to the Director (through ~~Supervising Engineer~~)

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

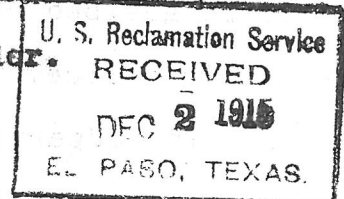
Date August 27, 1915, Rio Grande project

Executed by R. F. Walter, Proj. Mgr.

With F. C. Candelaria et ux

Accompanied by bond and one copy. ~~Insert "Yes" or "No bond"~~

Purpose: Right of way for San Elizario Feeder.



Advise Project Manager at El Paso, Texas,
(copy to Ch. of Construction at Denver, Colo.)

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ 65.00 Authority No. _____

Orig. contract for Auditor
Copy " " Dir. with rept. R. F. Walter.
Encls. on land agreement, and Certificate,
" contract for Returns Off. with aff. of dis.,
" " Ch. of Constr. with rept. on
land agreement and Certificate.

NOV 24 1915

Washington, D. C. _____ 191

Approved by W. A. Ryan, Comptroller

Date of approval NOV 24 1915

Bond, if any (see above), approved by same officer on same date.

✓ Original enclosed for record ~~and return~~.

W. A. Ryan, Comptroller

I hereby certify that the land and property described in attached agreement dated August 27th, 1915, with F. G. Candelaria et ux (0.871 acre) are necessary for purposes authorized by the Reclamation Act, viz., for right of way for the San Elizario Feeder, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the agreement to sell be approved.

R. F. WALTER

Project Manager.

El Paso, Texas, OCT 1 1915 1915.

CERTIFICATE AS TO TAXES FOR 1916.

THIS IS TO CERTIFY That the land proposed to be purchased from F. G. Candelaria under agreement dated Nov. 27, 1915, for right of way, San Elizario Feeder, has been occupied and used by the United States during the whole of the calendar year 1916, the San Elizario Feeder Canal having been constructed and in operation prior to the beginning of said year.

The proposed vendor has been deprived of the use and enjoyment of said land during said year, and it therefore appears that he should not be required to pay taxes on the land occupied as right of way by the United States during the year in question although title did not pass to the United States until execution of deed on March 16, 1917. I further certify that the taxes on the land to be acquired by the United States, amount to but a small sum and may be considered negligible.

District Counsel.