

50  
7  
PELLES, JULIAN WARRANTY DEED FRANKLIN FEEDER CANAL (0664)

0023-0080-0034-00

14-(34) Texas

780

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

~~That I,~~ **Julian Felles, a single man,**

of the County of El Paso, State of Texas, in consideration of the sum of

~~Seventy-eight and 60/100 (\$78.60)~~ **Seventy-eight and 60/100 (\$78.60)** DOLLARS,

to ~~me~~ in hand paid by ~~The United States of America, pursuant to the act of June 17, 1902 (32 Stat. 366), and acts amendatory thereof and supplement thereto,~~ **The United States of America,** the receipt of which is hereby acknowledged

ha ~~ve~~ Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said **The United States of America**

~~of the County of~~ ~~xxx~~ ~~of~~ ~~xx~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

**A tract of land in the west half of the southeast quarter of section 19, township 32 south, range 7 east, United States Reclamation Service survey, being also in the Socorro Grant and more particularly bounded and described as follows: Beginning at a point on the center line for the San Elizario main canal, Rio Grande project, on the property line between the Grantor and John W. Kidd, from which point the southeast corner of said section 19 lies south 1533 feet and east 2419.1 feet; thence with said property line north 1°23' west 54 feet; north 54°30' east east 30 feet to a point on said property line, from which point the northeast corner of land of the Grantor bears north 54°30' east 170 feet; thence south 35°06' east 1168 feet; thence to the left along the arc of a curve of 102.41-foot radius and tangent to the last course a distance of 54.8 feet based on 100-foot chords to a point on the north line of land of the Grantor, the tangent to the curve at this point bearing north 66°48' west; thence with said line south 27°32' east 94.5 feet to the southeast corner of land of the Grantor, from which point the southeast corner of said section 19 lies south 531.4 feet and east 1645 feet; thence with the south line of land of the Grantor north 61° west 280.4 feet; thence north 35°06' west 923.9 feet to the property line between land of the Grantor and of John W. Kidd; thence with said line north 7°42' east 43.5 feet, north 10° 38' west 56 feet and north 1°23' west 13 feet to the point of beginning, said described tract containing 3.12 acres, more or less, of which 1.81 acres is occupied by the old San Elizario canal, said canal being the property of the United States, and the remainder or 1.31 acres, being the land which is outside of the old canal lines and which it is herein intended to convey.**

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said

**The United States of America, its**

~~assigns~~ assigns forever; and **I** do hereby bind **myself, my** heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

**The United States of America, its**

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

WITNESS ~~my~~ hand at **El Paso, Texas** this **7th** day of **August**, A. D. **1919**.

Witnesses at Request of Grantor

**Guadalupe Helguin**

**G. E. Harvey**

His

**Julian X Felles**

Mark

Correct as to Engineering Data G.M.B.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

BEFORE ME, Geo. W. Hoedley, a

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

Julian Telles, a single man,

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 7th day of August A. D. 1919

Geo. W. Hoedley,

Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

BEFORE ME,

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

wife of

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

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 \_\_\_\_\_ A. D. 1919

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 7th day of Aug, A. D. 1919 with its certificate of authentication, was filed for record in my office this 12th day of Sept A. D. 1919, at 1:16 o'clock P.M. and duly recorded the 16 day of Sept A. D. 1919 at 4:20 o'clock P.M. in the records of said County, in Volume 334 on pages 134

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 Put, Deputy.

**WARRANTY DEED**

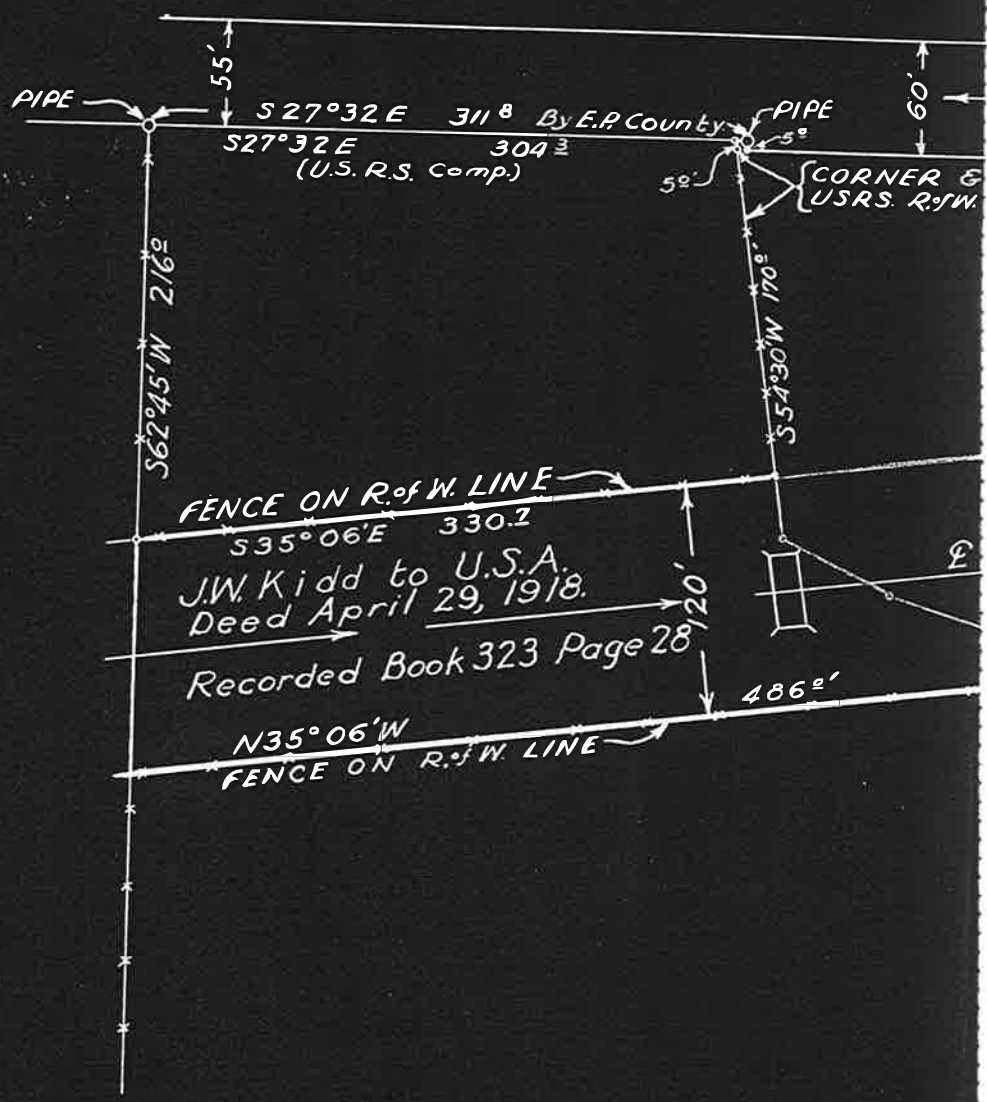
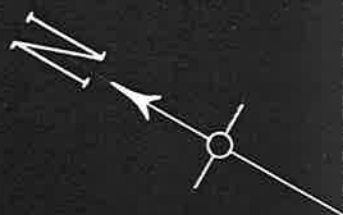
Single and Wife's Separate Acknowledgment

Filed for record \_\_\_\_\_ 1919

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Clerk, County Court, El Paso County, Tex.

By \_\_\_\_\_ Deputy.



PIPE 55' S 27° 32' E 311.8 By E.P. County S 27° 32' E 304.3 (U.S. R.S. Comp) PIPE 60' CORNER & USRS. R. of W.

S 62° 45' W 216.0'

S 54° 30' W 170.0'

FENCE ON R. of W. LINE S 35° 06' E 330.2'

J.W. Kidd to U.S.A. Deed April 29, 1918. Recorded Book 323 Page 28

N 35° 06' W FENCE ON R. of W. LINE 486.0'

60' ← SOCORRO - HIGHWAY - SAN ELIZARIO →

CORNER & FENCE AS SHOWN  
S. R. SW. PLAT JULIAN TELLES.

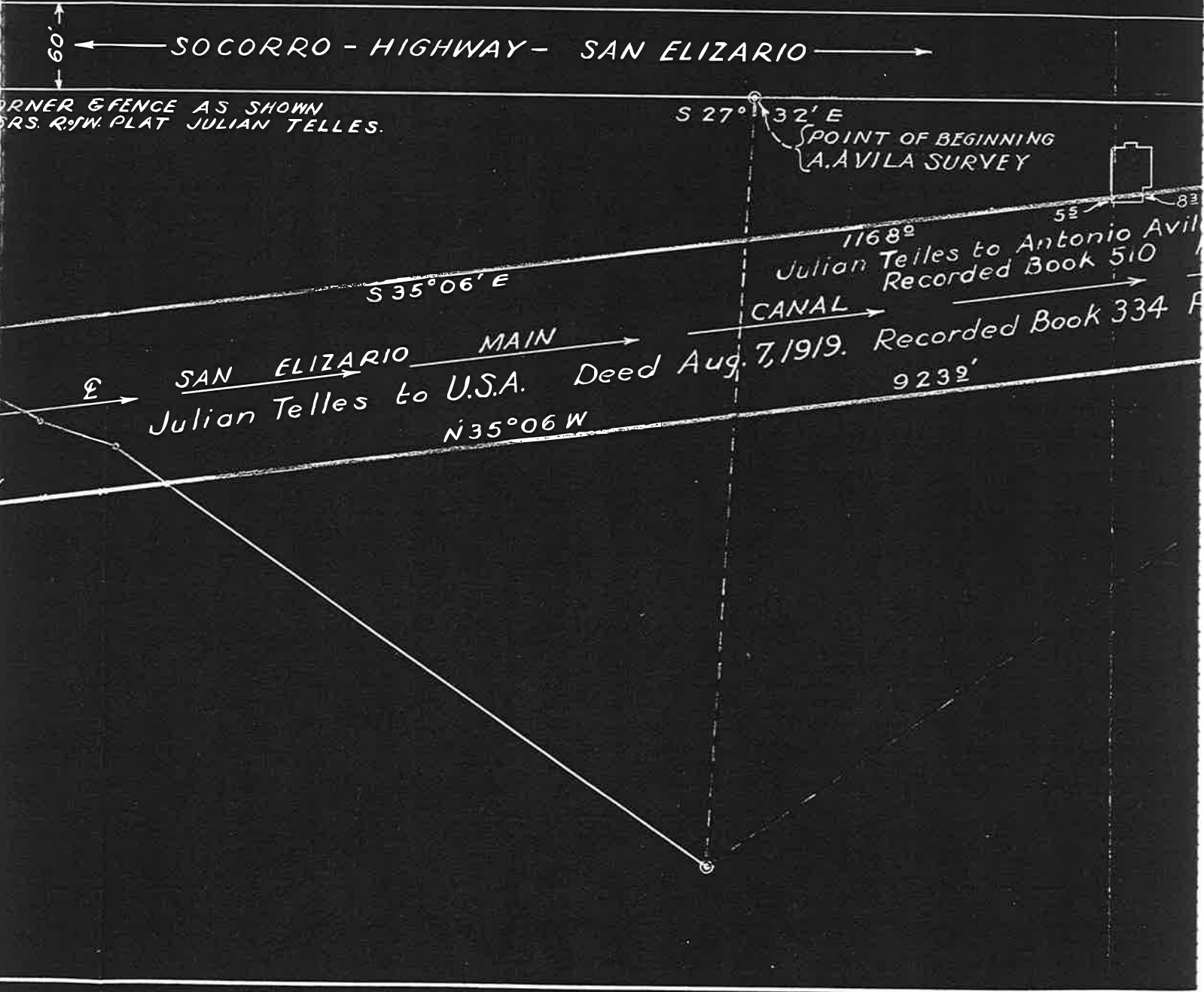
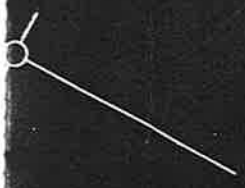
S 27° 32' E  
POINT OF BEGINNING  
A. AVILA SURVEY

S 35° 06' E

1168'  
Julian Telles to Antonio Avila  
Recorded Book 510

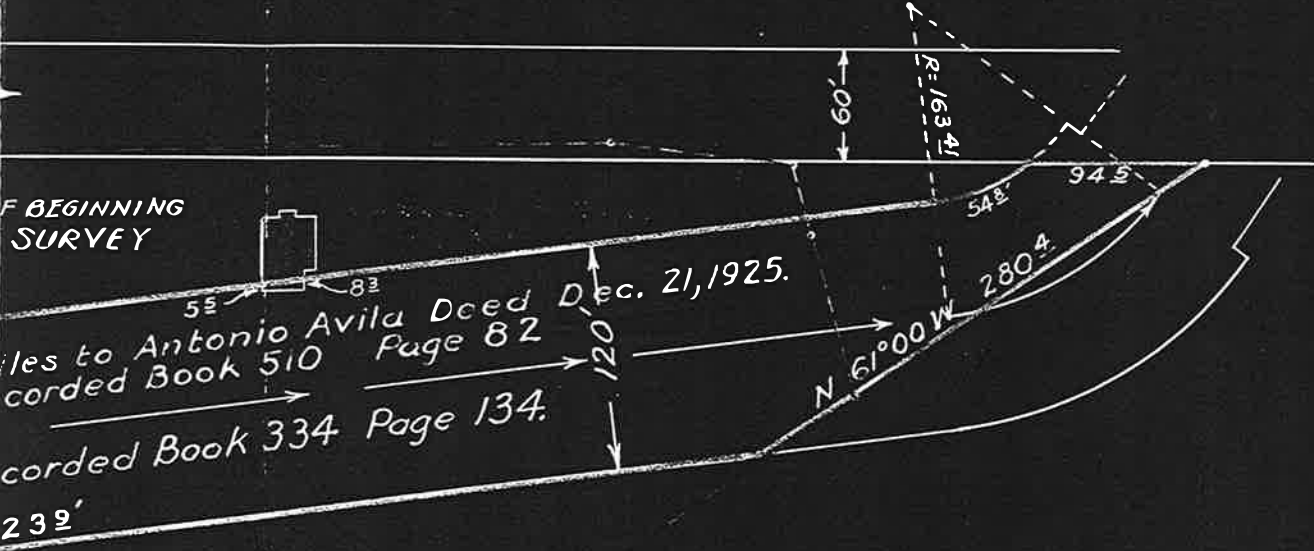
CANAL →  
Deed Aug. 7, 1919. Recorded Book 334  
9232'

→ SAN ELIZARIO MAIN →  
Julian Telles to U.S.A. Deed Aug. 7, 1919.  
N 35° 06' W



F BEGINNING SURVEY

Files to Antonio Avila Deed Dec. 21, 1925.  
Recorded Book 510 Page 82  
Recorded Book 334 Page 134.  
232'



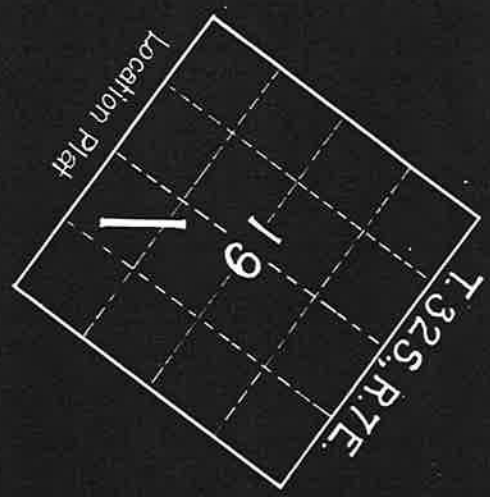
SCALE 1" =

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE PROJECT--NEW MEXICO-TEXAS  
ENCROACHMENT A. AVILA  
SAN ELIZARIO MAIN CANAL  
RIGHT OF WAY

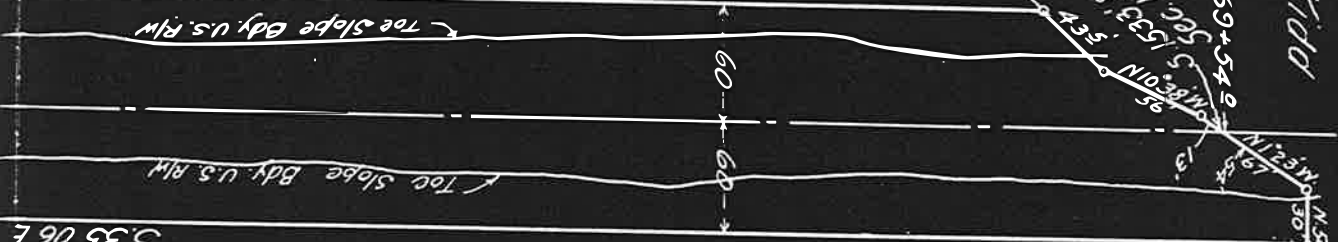
FIELD WORK.....*C.P.*.....CHECKED.....  
DRAWN.....APPROVED.....

3653-L-63 | EL PASO, TEX. 11/10/32

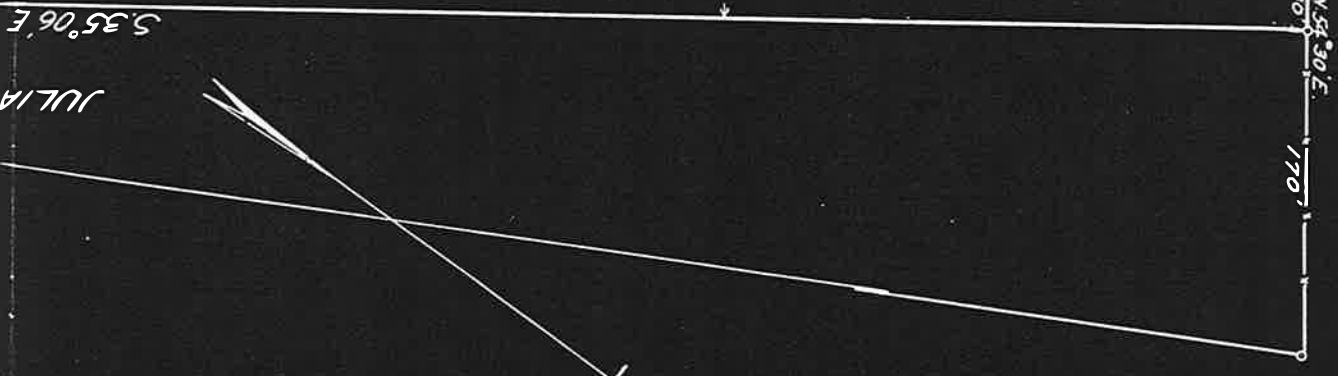
RIGHT OF WAY  
THROUGH PROPERTY  
JULIAN TELLES  
131A. NEW 181A. OLD TOTAL  
IN THE W 1/2 OF S.E. 1/4 SEC. 19,  
U.S. R.S. SURVEY, SOCORRO  
EL PASO COUNTY, TEXAS

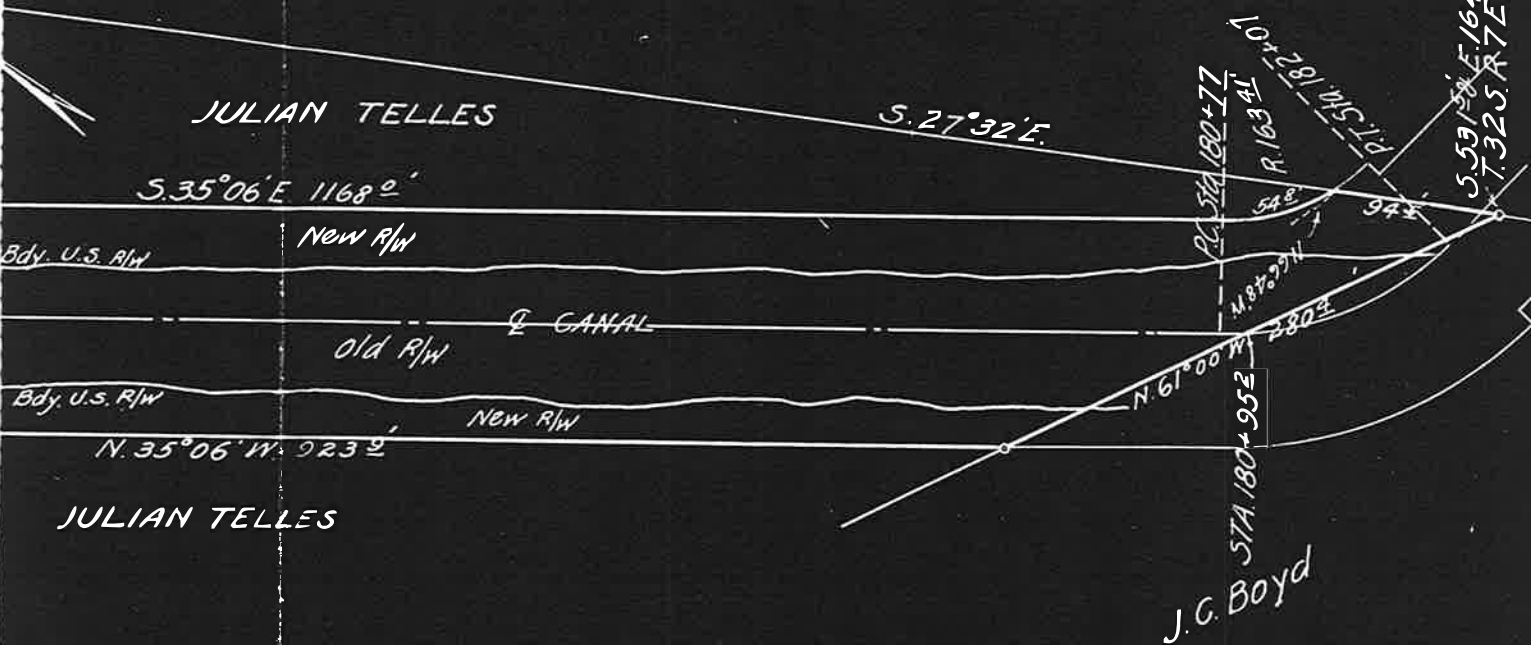


JULIAN TELLES  
N. 35° 06' W.



John W. Kidd





JULIAN TELLES

RIGHT OF WAY  
 THROUGH PROPERTY OF  
 JULIAN TELLES  
 New 1.81 A. Old, Total 3.12 A.  
 1/2 of S.E. 1/4 Sec. 19 T. 32 S. R. 7 E.  
 P.S. Survey, Socorro Grant,  
 El Paso County, Texas.

LEGEND  
 NEW R/W  
 OLD R/W PROPERTY U.S.

J.C. Boyd

Scale 1"=100'  
 DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT N.M.-TEX.  
 SAN ELIZARIO MAIN CANAL  
 RIGHT OF WAY  
 Drawn A.D.D. Recommended  
 Checked Approved  
 1112 L63 El Paso, Tex. Jan. 31/18



cfh;mef

El Paso, Tex.  
Sept. 9, 1919.

Pioneer Abstract and Guarantee Title Co.  
El Paso, Tex.

Gentlemen:

Reference is had to the Julian Telles purchase.

You made inquiry as to whether this party had ever been married, whether he has children and if so whether conveyances could be secured from his children; and you also made inquiry as to the credibility of the affiant who had made affidavit as to certain facts concerning this title.

Julian Telles has never been married - he has sworn to this fact himself as will appear from the attached affidavit and the writer has spent considerable time in making inquiry to corroborate this matter as will also appear on writer's affidavit. The showing as to marital status will of course, obviate the necessity of farther inquiry as to possible children.

As to the other affiants, who are Guadalupe Holguin and Miguel Chavez, both of these parties are Old Mexico residents and are to the personal knowledge of the writer of good repute and are well known in the neighborhood of Socorro, Tex.

The papers accompanying your information sheet are returned herewith and we trust that you will now be able to issue title certificate for this transaction.

Very truly yours,

C. F. HARVEY,

ASST. DISTRICT COUNSEL.

Enc.

State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared Julian Telles, to me well known, who, being by me first duly sworn, deposed and said:

That he is the same person who entered into an agreement with the United States dated June 3, 1918 to sell to the United States certain land described in said agreement for right of way for the San Elizario Main Canal of the Rio Grande project of the United States Reclamation Service, and that he is the same person who executed a warranty deed dated Aug. 7, 1919 running to the United States and conveying the land described in said agreement: and that he has never been married and is now a single man.

Witness: C. F. Harvey  
Geo. W. Hoadley

Julian Telles  
His X mark.

Subscribed and sworn to before me this 8th day of September, A.D. 1919.

Geo. W. Hoadley  
Notary Public

My Com Exp. June 1, 1921.

State of Texas, County of El Paso:

Before me the undersigned authority, on this day personally came and appeared C. F. Harvey, to me well known, who being by me first duly sworn, deposed and said:

That he has recently made diligent inquiry of parties living in the neighborhood of Julian Telles, the party described in the above affidavit, which said parties profess to have known said Julian Telles for a long period of time, some of them for nearly all of his lifetime, and that said parties informed the affiant that the said Julian Telles is now reputed to be and to always have been a single man.

C. F. Harvey

Subscribed and sworn to before me this 8th day of September, A.D. 1919.

Geo. W. Hoadley  
Notary Public.

My Com Esp June 1, 1921.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

AUG 27 1919

From Assistant to the Director.  
To District Counsel P. W. Dent, El Paso, Texas.  
Subject: Contract of June 3, 1918 with Julian Telles - Purchase of  
right of way for canal, Rio Grande project.

1. In accordance with your request of Aug. 9, 1919, I am returning herewith, bearing my approval, duplicate to replace original of above contract as the original contract can not be located in the county recorder's office.

2. The enclosed duplicate of original is for recording and further appropriate action.

*Morris Been*

Copy to C. of C.,  
P.M., El Paso, Texas.

enc.

El Paso, Texas.  
August 9, 1919.

**From:** District Counsel P.W.Dent  
**To:** Director and Chief Engineer, Washington, D.C.  
**Subject:** Contract dated June 3, 1918, made with  
Julian Telles - Rio Grande Project.

1. Contract originally made with the above named party was taken to the County Recorder's office for recording shortly after its approval last summer, but the Recorder's office are, at this date, unable to find the contract, and it does not appear on the public records. On this account we have drawn another contract in identically the same form as that approved by the Acting Director under date of June 21, 1918, except that the contractor's acknowledgment is under date of August 7, 1919. This contract is transmitted, herewith, for approval and return to this office for recording.

-----  
P. W. Dent.

Through C. of C.

El Paso, Texas,  
August 9, 1919.

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

Gentlemen:-

Transmitted, herewith, is warranty deed running from Julian Telles to the United States, affidavit of possession showing that the Government Grantor has been in possession of the land for more than 10 years, and other matters. Julian Telles acquired this land by deed dated December 3, 1917, running from Santos Telles to himself, which deed was never recorded, and has been lost or destroyed. However, Julian Telles had been put in possession of the land long prior to the execution of the deed running to himself, and we believe that by the showing made in the affidavit of these matters, an indefeasible title has vested in the Government Grantor.

The deed running to the Government has not been recorded, and we wish to hold it off the records until you are ready to issue title certificate. At that time we will at once have the deed filed for record.

We trust that, with the showing now made, you will be able to issue the title certificate.

Very truly yours,

C. F. Harvey,

Asst. District Counsel.

El Paso, Texas, July 14, 1919.

Mr. Julian Telles,  
Socorro, Texas.

Dear Sir:

With reference to purchase for right of way for the San Elizario Main Canal, we wish to secure information upon the following matters:

Have you a deed for the land running to yourself? If so, please bring the same to our office in order that it may be examined, or give us a reference to the book and page number of the County Records if the deed has been recorded. State how long you have been in possession of the land, giving, if possible, the exact year when you acquired possession,

State if there are at present any mortgages or any other liens existing against the land. If your county taxes are not fully paid up to date, please pay them at once as it will be necessary to have all taxes paid before we can make payment to you of the purchase price of the land.

We suggest that the best way for you to handle this matter is to call at our office bringing with you all the papers which you have relating to your title to the land.

Please do not delay action upon the various matters contained in this letter. We cannot take further steps to pay you the money due you until we hear from you further.

Yours very truly,

CFHarvey

Asst. District Counsel.

Incuentros, pues Señores  
yo muy bien quisiera tener  
una Entrevista con Vds y  
podemos Entender mejor  
pero es imposible, porque me  
falta la vista, estoy completa-  
mente Ciego, y estos son  
los motivos tambien de mi  
frialdad, si Vds tienen  
abien tener una Entrevista  
con miigo mucho les agradeceré.  
y yo entonses los are saber  
todos los Detalles que aqui  
no abla la Carta

En fin Dios la presente  
Esperando su Resolucion

su afftimo D

Act.

Julian Celles

Hocorro, Texas;

Mayo 11 de 1919.

Muy Señores Mios.;

La presente es con el fin de  
Contestar la carta que rescebi  
Fecha 3 de Mayo.

Donde me dicen que me  
Escribieron el 27 de junio de 1918

y como tambien que yo, no

Conteste, ni tube ninguna  
atencion. pues ahora yo,  
les dire cuales son los motivos  
lo primero, que yo no Rescebi ni  
he Rescebido Carta la ninguna  
Sobre ese particular

Esta es la primera que a  
llegado a mis manos. y muy  
afectuosamente doi contestacion  
a ella. y asi mismo darles  
los detalles convenientes sobre  
la Situacion en que me



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Socorro, Tex.  
May 11, 1919.

Gentlemen:

This is in answer to your letter dated May 3rd wherein you state that you wrote me on June 27, 1918 and that I did not answer this or pay any attention to it, but I now wish to tell you that the reason for this is that I have received no letter whatever in regard to this matter.

This is the first letter that has reached me and I am very glad to answer it and to give you the data on the situation in which I am involved.

Gentlemen, I should be very glad to come for an interview with you in order that we could come to a better understanding but this is impossible because I am entirely blind and this is also the reason for my seeming indifference.

However if you wish to come for an interview with me I should be very glad and then I could give you the data which I cannot do in a letter.

Hoping to hear from you, I am

Yours truly,

Julian Telles

El Paso, Texas, May 3, 1919.

Mr. Julian Telles,

Socorro, Texas.

Dear Sir:

Under date of June 27, 1918, we wrote you asking for advice as to whether you wished us to order title guaranty for the right of way to your land for San Elizario Canal. To date we have not heard from you and would like to have an expression in regard to this title guaranty in order that we may go ahead and close the transaction.

Your attention is called to the fact that this is Government business and should not be delayed in this manner.

Yours very truly,

PWDent by CFH

District Counsel.

El Paso, Texas, June 27, 1918.

Mr. Julian Telles,  
Socorro, Texas.

Dear Sir:

You are informed that the contract dated June 3, 1918, in which you agreed to convey to the United States a certain right of way for the San Eliscario canal, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guarantee Company to accept their guarantee contracts instead of making our own examination of title. The charge for this guarantee would be about \$10, and it is thought that you would prefer to take advantage of this method than to pay for an expensive abstract. Kindly indicate your wishes and we will proceed with the transaction.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when the deed is recorded a check can be drawn in payment of the amount due you.

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Very truly yours,

P W DEET CFB

District Counsel.

El Paso, Texas, June 27, 1918.

County Clerk for El Paso County,  
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract  
dated June 3, 1918, between Julian Telles and the United  
States.

Very truly yours,

P W DEET CPH

District Counsel.

SAN ELIZARIO CANAL

*This agreement was never  
read at Co. Clerk's office  
and recorded. probably  
went astray in the  
mail. Honey*

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or 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.....

**SEVENTY EIGHT AND 66/100 (E 78 66/100)**

.....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 **June 3, 1916**

.....notwithstanding earlier delivery of the deed as

**June 3, 1916.**

herein provided, and may harvest and retain the crops thereon until.....; 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).

THIS AGREEMENT, made the 24 day of June,

nineteen hundred and eighteen between Julian Felles

~~and~~ owner of El Paso

County, Texas, for him self, his heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

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

WITNESSETH:

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

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

A tract of land in the west half of the southeast quarter of section 19, township 32 south, range 7 east, United States Reclamation Service survey, being also in the Socorro Grant and more particularly bounded and described as follows: Beginning at a point on the center line for the San Elizaric main canal, Rio Grande project, on the property line between the Vendor and John W. Kidd, from which point the southeast corner of said section 19 lies south 1,533 feet and east 2,419.1 feet; thence with said property line north 1°23' west 54 feet; north 54°30' east 30 feet to a point on said property line, from which point the northeast corner of land of the Vendor bears north 54°30' east 170 feet; thence south 35°06' east 1,168 feet; thence to the left along the arc of a curve of 103-41-foot radius and tangent to the last course a distance of 64.8 feet, based on 100-foot chords, to a point on the north line of land of the Vendor, the tangent to the curve at this point bearing north 56°48' west; thence with said line south 27°32' east 94.5 feet to the southeast corner of land of the Vendor, from which point the southeast corner of said section 19 lies south 531.4 feet and east 1,645 feet; thence with the south line of land of the Vendor north 61° west 290.4 feet; thence north 35°06' west 223.9 feet to the property line between land of the Vendor and of John W. Kidd; thence with said line north 7°42' east 43.5 feet north 10°38' west 56 feet and north 1°23' west 15 feet to the point of beginning, said described tract containing 3.12 acres, more or less, of which 1.61 acres is occupied by the old San Elizaric Canal, said canal being the property of the United States and the remainder or 1.51 acres being the land which is outside of the old canal lines and which it is herein intended to convey.

Correct as to Engineering Dept

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 hereunder 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.

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

Witnesses :

A H Hoadley

JULIAN TELLES HIS X MARK

of El Paso, Texas

C F Harvey

of El Paso, Texas

Vendor.

of

L M LAWSON

For and on behalf of the United States.

of

STATE OF Texas }  
COUNTY OF El Paso } ss :

I, Geo W Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Julian Telles

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

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

Given under my hand and official seal, this 3rd day of June, 1918

[SEAL.] GEO W HOADLEY

My commission expires June 1st 1919 Notary Public In and For El Paso Co Tex

Approved, 1918



The State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared Julian Telles of Socorro, Texas, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over 21 years of age; that his post-office address is Socorro, Texas; that he is now the owner and in possession of certain land of which 3.12 acres, more fully described in a contract dated June 3, 1918, between him and the United States is a part, which contract is for sale to the United States of the land therein described; that his father, Santos Telles, was the grantee of the land now held by your affiant, by deed dated Feb. 27, 1909, acknowledged under date of Feb. 27, 1909, running from Genorio Gonzales, Mayor of the Corporation of the town of Socorro to said Santos Telles, recorded in book 152, page 313 records of El Paso County, Texas; the land in said deed being described as follows: Beginning at a stake set on the west bank of a small acequia, also southwest corner of tract of land once surveyed for Juan Fresquez; thence N. 69° W. running with small ditch to the north bank 622 feet to a stake set for corner; thence S. 7° W. 252 feet; thence N. 84½° W. 368 feet; thence S. 13½° E. 543 feet; thence south 88° E. 657 feet; thence N. 41° E. 56 feet; thence 16° E. to acequia with its meandering on west bank 640 feet to the place of beginning, and containing 12½ acres more or less. That on or about December 3rd 1914 said Santos Telles deeded to your affiant the land of which said 3.12 acres is a part, but that said deed was never recorded and has since been destroyed; that your affiant has been in actual, continuous, open, and adverse possession of the land of which said 3.12 acres is a part for ten (10) years prior to and including date of said contract between himself and the United States dated June 3, 1918, and during this entire period no other person has been in possession of said land adversely to your affiant.

Witnesses: J. Holguin  
C. J. Harvey

Julian Telles His X mark

Sworn to and subscribed before me, this 7th day  
of August, A.I., 1919.

Geo. W. Hoadley  
Notary Public, El Paso County,  
Texas.

The State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared Guadalupe Holguin, to me well known,



and who, after being by me duly sworn, did depose and say:

That he is over 21 years of age; that his post-office address is Ysleta, Texas; that he has for Forty (40) years or more personally known and resided in the neighborhood of Julian Telles, the foregoing affiant; that he has read the foregoing affidavit of said affiant and that the matters therein contained are true to his personal knowledge, and that to his personal knowledge said affiant has resided on said land continuously for the period of time stated and that no other person has occupied or been in possession of said land during any part of said period of time.

Miguel Chavez

Guadalupe Holguin

Sworn to and subscribed before me, this 7th day of August, A.D. 1919.

Geo. W. Hoadley

Notary Public, El Paso County,  
Texas.

The State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared Miguel Chavez, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over 21 years of age; that his post-office address is Ysleta, Texas; that he has for forty (40) years or more personally known and resided in the neighborhood of Julian Telles, the foregoing affiant; that he has read the foregoing affidavit of said affiant and that the matters therein contained are true to his personal knowledge, and that to his personal knowledge said affiant has resided on said land continuously for the period of time stated and that no other person has occupied or been in possession of said land during any part of said period of time.

Miguel Chavez

Subscribed and sworn to before me, this 7th day of August, A.D. 1919.

Geo. W. Hoadley

Notary Public, El Paso County,  
Texas.

6. State how much of the land is under cultivation, to what kinds of crops with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

**All cultivated to corn and beans.**

**No buildings.**

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

**All irrigable under Rio Grande project.**

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

**\$75 to \$100 per acre.**

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

**Canal will be a general benefit to the holding.**

The above is a correct statement of the information procured.

Dated **June 3, 1916**

191

(Signature) **GEO W HOADLEY**

(Title) **Field Assistant.**

*In Charge of Negotiations.*

Approved: **L M LANSON**

*Project Manager.*

**REPORT ON LAND AGREEMENT**

**DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE**

INFORMATION relating to agreement made **June 3, 1918**

191 , with

**Julian Talles**

for the purchase of land required for **San Riazario main canal**

purposes, **Rio Grande** Project, **El Paso**

County, **Texas**.

1. State description and approximate area of land to be conveyed.

**1.31 acres in S $\frac{1}{2}$  sec. 19, T 32 S., R 7 E., U.S.R.S.**

**Survey, El Paso County, Texas.**

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

**Texas land**

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

**Single man, P.O. Address Socorro Texas**

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

**Owner.**

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

**Land subject to right of way by virtue of stock-subscription contract with water users' association.**

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, June 3, 1916.

I, Geo. W. Hoalday, Field Assistant, U. S. Reclamation Service, certify that I have personally examined the land sought to be acquired from Julian Telles by the United States, in  $W\frac{1}{2}$  SE $\frac{1}{4}$  sec. 19, T 32 S, R 7 E, U.S.R.S. Survey, El Paso, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Field Assistant.



POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, June 3, 1916.

I, Geo. W. Hoalday, Field Assistant, U. S. Reclamation Service, certify that I have personally examined the land sought to be acquired from Julian Telles by the United States, in  $W\frac{1}{2}$  SE $\frac{1}{4}$  sec. 19, T 32 S, R 7 E, U.S.R.S. Survey, El Paso, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Field Assistant.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, June 3, 1918

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated June 3, 1918 Rio Grande Project.

Executed by Julian Tolles

With L M Lawson, Project Manager.

Estimated amount involved, \$ 70.60 (See Reverse, Par. 3.)

Purpose of agreement: Authority No. 4-8-3  
Purchase of right of way for San Elizario main canal.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager at El Paso, Texas, and District Counsel at El Paso, Texas, of the approval of the above.

Inclos: Orig. & 3 copies contract.  
Certificate of recommendation.  
Rept. on Land Agreement.  
2 blueprints.

L M LAWSON  
(Signature.)

Denver, Colo., , 19

It is recommended that the above-described contract be approved

Inclosures: \_\_\_\_\_ copies of contract. Chief of Construction.  
\_\_\_\_\_ copies of form letters of transmittal.

Washington, D. C., JUN 21 1918

Contract (and bond, if any), was approved by Morris Bien, Acting Director on JUN 21 1918

Original enclosed for record and further appropriate action

Morris Bien, Acting Director (over.)  
JUN 14 1918 82425

Respectfully transmitted to Director, Washington with recommendation that the contract be approved: 10 Inclos. Orig. & 3 copies form letter  
\* Cert. of necessity  
\* Report on Land Agreement  
\* 2 Blueprints  
Acting Chief of Construction

Subject: Encroachment of A. Avila on San Elizario Main Canal  
(Franklin Feeder) right of way - Rio Grande project.

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

November 11, 1932.

Mr. Antonio Avila,  
c/o Mrs. Krause,  
Box 1472,  
El Paso, Texas.

Dear Sir:

By deed dated August 7, 1919, and recorded the same date in Book 334, page 134, Deed Records of El Paso County, Texas, from Julian Telles to the United States of America, the latter acquired the record title to some 3.12 acres of land in the Socorro Grant more particularly in that deed described. This tract of land was acquired for use of the Bureau of Reclamation in connection with the San Elizario Main Canal and is shown within green lines on the plat which is enclosed for your information.

This office is now advised that a foundation apparently for a building, which foundation you recently commenced to build, encroaches upon the northeasterly part of the tract owned by the United States, mentioned above, at one point 8.3 feet and at another 5.5 feet. Of course you will appreciate the fact that it will be necessary for you to relocate your foundation in such a way that it will not encroach upon the Government's property.

It will accordingly be appreciated if you will promptly remove this encroachment and advise this office by letter that you have done so, in absence of which it will be necessary to institute proceedings to bring about the removal of such encroachment.

Very truly yours,

Encl.

cc - Commissioner, Washington,  
C. E., Denver  
Supt., El Paso.

H. J. S. Devries,  
District Counsel.



El Paso, Texas, October 6, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

With reference to the bill for the Julian Telles warranty deed, recording, \$1.00, which amount is added to bill for title certificate, we have asked that the item be transferred to the Reclamation Service bill. Please do not pay this item when it is billed to you. It would entail considerable correspondence with our Department if we were to voucher this work to your company.

Very truly yours,

C F HARVEY

Asst. District Counsel.

El Paso, Texas, October 6, 1919.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

In accordance with conversation had this afternoon with your office, we are asking that the item of \$1 for recording of Julian Telles deed running to the United States, dated August 7, 1919 (14700), be transferred to the Reclamation Service account. We are advising the Pioneer Abstract and Title Guaranty Company, who placed this instrument on record and against whose account you now have it charged, not to include this item when they remit to you.

Thanking you for this favor, we are,

Very truly yours,

C F HARVEY

Asst. District Counsel.

CFH:MEF

El Paso, Tex.  
Sept. 9, 1919.

County Clerk,  
El Paso County,  
El Paso, Tex.

Dear Sir:

Transmitted herewith for official record  
is agreement between the United States and  
Julian Telles dated June 3, 1918.

Very truly yours,

C. F. HARVEY

ASST. DISTRICT COUNSEL.

Enc.