

780

AFODAGA, ZACARIA, et. ux., Micaela R.

CONTRACT FOR SALE



104

JUAN DE HERRERA LATERAL

0023-0077 - 0005-0890

GRANDE-(5) Texas

1918

RIO GRANDE

Probate Journal No. 15, page 63:

Estate of Guadalupe Telles: a person of unsound mind:

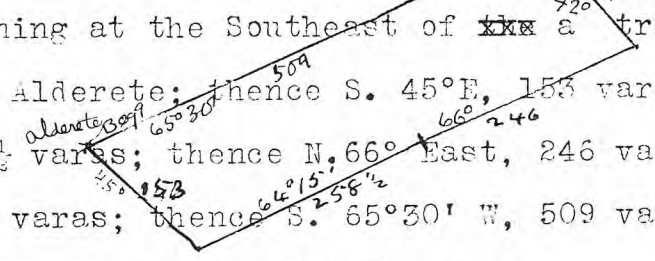
County Court El Paso County, Texas. November Term 1908.

Return of papers dated December 3, 1908, shows the following among other property belonging to the insane person.

First: Beginning at the Southeast corner of the tract of land owned by B. Alderete; thence South 45° East 153 varas; thence N. 64° 15' W. 258½ varas; thence S. 65° 30' 509 varas, to the place of beginning:

Deed Records Vol 6, page 251, January 27, 1885, from Anastacio Guerra and Incarnacia, his wife, reads as follows:

Beginning at the Southeast of ~~the~~ a tract of land owned by Benigno Alderete; thence S. 45° E, 153 varas; thence N. 64° 15' E. 258½ varas; thence N. 66° East, 246 varas; thence N. 42° W. 149 varas; thence S. 65° 30' W, 509 varas to the place of beginning, containing 13½ acres.



Corporation Deed July 6, 1882. recorded Mch. 3, 1885 Book 6, page 254, by the Mayor of the Town of Ysleta, to Ricardo Telles: Beginning on the acequia Jornada at the NE corner of a survey made for Telesforo Candelaria from which a cottonwood bears N 15° E. 40 varas; thence S 2° E 143 varas with Candelaria's line; thence S 17½° 140 varas to Candelaria's Southeast corner; thence N. 23° E. 45 varas; thence N. 71° E 55 varas with an adobe wall to an acequia; thence N 21° W 112 varas with said acequia; thence N. 15° W 181 varas to a large cottonwood on the acequia; thence N. 52° W, 80 varas with said acequia to place of beginning containing 3 acres of land.

Apodaca Litta

8.9 acres of land one-half mile North of Ysleta, being the same land heretofore conveyed by the Town of Ysleta to Ricardo Telles and bounded as follows: Beginning at an alamo tree 4 ft dia on the South bank of the Rio Viejo; thence No. $42^{\circ}12'W$, 681 feet to a stone for North corner; thence South $23^{\circ} W$ 388.8 feet to stake; thence South $21^{\circ} West$ 500 feet to a stake on North bank of Rio Viejo; thence South $13^{\circ}17' West$ 261.1 feet to stone on South bank of rio Viejo; thence along South bank of Rio Viejo and along land of Chon Apodaca North $61^{\circ} E$ 388.9nfeet North $59^{\circ} E$ 111.1 feet; and North $57^{\circ}30' East$ 528 feet to place of beginning: Vol 18, page 1, Probate Records.

Scale $1" = 200$ varas.

8.9
Acres.



El Paso, Texas, April 10, 1918.

From District Counsel Edwin H. Peery,

To District Counsel P.W. Dent, El Paso, Texas.

Subject: Opinion on title to land to be purchased
from Zacarias Apodaca and wife for the Juan
D'Herra Lateral, Rio Grande Project, N.M. -Tex.

1. I have examined the abstract and other papers listed at the foot of this opinion, with reference to the title of Zacarias Apodaca and Micaela R., his wife, to an irregular strip or parcel of land containing .89 acres, of which .31 acres are occupied by a right of way for a canal owned by the United States, which property the United States is proceeding to acquire from said parties in pursuance of their agreement of December 11, 1917, to convey the same to the United States for a consideration of \$174.00. No opinion has been furnished by district counsel, and this opinion will serve both for said opinion and that of the district counsel in charge of titles.

2. The property to be purchased is situated in El Paso County, Texas, and within the limits of the Ysleta Town Grant, and lies 30 feet on each side of a center line extending easterly from a point 1523.7 feet south and 1244 feet east of the northwest corner of section 26, Township 31 South, Range 6 East, N.M.P. M., and in the $W\frac{1}{2}NW\frac{1}{2}$ of said section, the strip, however, being terminated by end lines which correspond to the property lines of the vendor.

3. The abstract has been extended to show deed from the vendors to the United States, so that title has vested in the United

States if the vendors had good title to convey.

4. The abstract as at first prepared contained no deed from the corporation of Ysleta; but the vendor produced an instrument which he claimed was a conveyance from the town to his predecessor in interest, and the same has been included in the extended abstract as No. 25. Although the description is not satisfactory, yet considering the fact that the instrument is in possession of the party claiming title under it and corresponds substantially with lines shown in subsequent deeds, especially mentioning the Socorro ditch, I accept the deed as conveying the land in question, to the grantee therein Ricardo Telles.

5. There is no deed shown of record from Ricardo Telles. ~~xx~~ An affidavit with the papers sets forth that said Telles verbally gave authority to one ~~xx~~ Sesario Telles, a nephew, to partition his property among his three children, Casaria who married Felipe Lopez, Macedonio and Guadalupe; that after the death of said Ricardo Telles the land was so divided; and that the parcel from which the land to be purchased is taken, was allotted to said Casaria de Lopez; but that no deeds were ever executed evidencing said partition.

6. At entry No. 26 is shown a deed dated September 23, 1905, from ~~xx~~ Sesario Telles to Felipe Lopez, for a consideration of one dollar, conveying the land from which the purchase is to be taken. It is claimed by the vendor that this deed was really from Casaria de Telles to her husband, but the record does not support this theory, and I am of opinion that it was a deed executed by Sesario Telles in execution of his power to parti-

tition the land of Ricardo Telles among the latter's children. The deed was probably made to the husband instead of ~~the~~ to the wife, at the latter's request, and this may have given rise to the idea that Casaria de Lopez had conveyed to her husband. The children of said Casaria and her said husband joined in a deed to the vendor (Entry No.27), and this, considering the age of the transaction, and showing of long continued possession, is sufficient to pass the title.

7. Upon examination of the abstract and papers listed below, I find that on April 1, 1918, date when the abstract closed, good title in fee simple unincumbered to the property described in the agreement of sale, was vested in the United States. The consideration named in the agreement may therefore be paid in due course, the fiscal agent transmitting with his voucher the papers prescribed by the Reclamation Manual in the case of land purchases, including those listed below.

Encs.

1. Agreement of sale;
2. Blue print;
3. Deed to the United States;
4. Affidavits of F.G. Candalari et al.
5. Affidavit of L.A. Foix;
6. Abstract of title Nos. 14786 and 15017,
of the Pioneer Abstract Co.

Edwin H. Peery.

El Paso, Texas, April 10, 1918.

Mr. Zacarias Apodaca,
R. F. D.,
El Paso, Texas.

Dear Sir:

This is to advise that your deed to the United States has been returned after recording and we are now in a position to make payment for the land purchased under contract dated December 11, 1917.

There is a bill of \$5.50 for bringing your abstract of title up to date, which you will have to settle.

Pd cash 4/11-18

If you will call at this office you will be able to secure the abstractor's bill and pay it, and you can then receive your check in payment under the agreement to convey the land.

Pay-hi to A. 4/11-18

Very respectfully,

P W DENT CFH
District Counsel.

was prepared ch. by P.W.D. or by mail

El Paso, Texas,
March 14, 1918.

County Clerk,

El Paso County,

El Paso, Texas.

Dear Sir:

I herewith hand you deed for record from Zacarias Apodaca and wife to the United States, dated March 13, 1918. Please include bill for recording in your statement for services for the United States Reclamation Service, unless the same is not previously paid by Mr. Apodaca.

Very truly yours,

Edwin H. Peery,

District Counsel.

Collect
\$1.02 recording for C. Clk
~~50 stamp~~ E.H.P.
also post extending abstract.

El Paso, Texas,

March 14, 1918.

The Pioneer Abstract Company,

(at Matt Beck Building)
721 Two Republics Building,

El Paso, Texas.

Gentlemen:

Herewith I hand you your abstract No. 14786, dated January 21, 1918, prepared for Mr. ~~Apodaca~~ Zacarias Apodaca, for extension to include deed from Mr. Apodaca and wife to the United States, this day filed for record.

Please include deed from the Corporation of Ysleta to Ricardo Telles of February 11, 1882, recorded June 20, 1882, in Vol. 3, page 195, deed records of this county, together with subsequent conveyances of portions of said tract along the old Socorro acequia.

This extension is to be made at the expense of Mr. Apodaca.

Very truly yours,

Edwin H. Peery,

District Counsel.

El Paso, Texas, Feb.25, 1918.

Mr. Zacarias Apodaca,
R. F. D. El Paso,
Texas.

Dear Mr. Apodaca:

Will you please have Sesario Telles and Felipe Lopez come in with you to this office in order that they may give us some necessary information regarding the title to the land which you have agreed to sell to the United States for right of way for Juan d'Herrera Lateral?

It is not possible to prepare the affidavit required and which I mentioned to you upon your last call at this office, without more information which it is supposed that Sesario Telles and Felipe Lopez can furnish.

Thanking you for an early response, I am,
Very truly yours,

Asst. District Counsel.

Possessory Certificate - Reclamation Service.

Rio Grande Project, El Paso, Texas, Feb. 23, 1918.

I, C. F. Harvey, Clerk, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Zacarias Apodaca, in the west half of the northwest quarter of section 26, township 31 south, range 6 east, New Mexico principal meridian, El Paso County, Texas, for the Rio Grande project, and that the said proposed grantor was in actual, sole, and exclusive possession of the land proposed to be conveyed, claiming to be the owner, and no person claiming a right in such land adverse to the grantor or is in possession of any part of it.

C F HARVEY

Clerk.

AFFIDAVIT.

State of Texas }
County of El Paso }

We, ^{Jose A. Apodaca} F. G. Candelaria, who resides at Ysleta, and _____, who resides at _____, being first duly sworn on oath depose and say, each for himself, as follows:

I am over twenty-one (21) years of age: I am well acquainted with Felipe Lopez and his wife, Cesaria Telles Lopez and know that said Cesaria Telles Lopez was the daughter of Ricardo Telles who died at Ysleta on or about 1906; I knew said Ricardo Telles 20 years prior to his death and know that before he died, he directed his nephew, Cesario Telles, to divide into certain parcels, upon the death of said Ricardo Telles, a certain tract of land owned by him, containing about 29 acres, and described in Corporation Deed dated Feb. 11. 1882 from the Town of Ysleta, and recorded in Book 3 at Pages 195 and 196, Deed Records, El Paso County, Texas, and assign one of said parcels of land to each of his three children, Cesaria Telles, Macedonio Telles and Guadalupe Telles;

There were no court proceedings instituted at said Ricardo Telles' death for the administration of his

estate, and said Cesario Telles, nephew of said Ricardo Telles, parceled the Telles land above referred to according to the instructions of his deceased uncle, said Ricardo Telles;

There no deeds of conveyance were ever made or recorded conveying said parcels of land to the said three children of said Ricardo Telles, deceased;

Said Cesaria Telles Lopez, said daughter of said Ricardo Telles, deceased, conveyed her portion of her deceased father's land to Felipe Lopez, her said husband by deed dated September 23, 1905, and recorded in Book 80 at page 474, Deed Records, El Paso County, Texas; and the name, Sesario Telles, appearing as grantor in said deed should be Cesaria Telles who was at date of said deed the wife of the grantee, Felipe Lopez, being the Cesaria Telles Lopez, hereinbefore mentioned;

I am well acquainted with Zacarias Apodaca and Micaela R. de Apodaca, his wife, and know that they and their predecessors in interest, said Felipe Lopez and Cesaria Telles Lopez, have been in peaceable and adverse possession of that certain tract of land described in said deed above mentioned, dated September 23, 1905, from said date to the present time, cultivating and living upon the same and paying taxes thereon, and claiming under said deed which has been duly recorded as aforesaid.

Dolores L. de Alderete, wife of Francisco Alderete, Nascienceno Lopez, Miguel Lopez, and Bersabe L. de Dominguez, wife of Lauro Dominguez, were the only children of Felipe Lopez and his wife, said Cesaria Telles de Lopez.

I am in no wise related to the said Zacarias Apodaca and have no interest directly or indirectly in the land proposed to be conveyed to the United States, or in the proceeds thereof.

Md. F. Caudelaria

Jose A. Apodaca

Subscribed and sworn to before me this

21 day of February, A. D. 1918.

L. A. J. J. B. Ex-officio
Notary Public

My commission expires

Nov. 20-1918.

El Paso, Texas, Jan.14, 1918.

The County Clerk,
El Paso, Texas.

Dear Sir:

Please record the following agreements to sell:

Zacaria Apodaca et ux - dated Dec.11, 1917 - Juan d'Herrera;
C. E. Kellog - dated Nov.30, 1917 - E.P.Valley Mesa Dr;
Francis Hughes Beezley et vir- Dec.6, 1917 - Juan d'Herrera;
Nannie Payne Hughes et vir-Dec. 14, 1917 - Juan d'Herrera;
W. F. Payne, dated Nov.24, 1917- Juan d'Herrera.

These instruments will be called for in due time.

Very truly yours,

4 incs.

Asst. District Counsel.

El Paso, Texas, Jan.14, 1918.

Mr. Zacaria Apodaca,
R. F. D.,
El Paso, Texas.

Dear Sir:

This is to inform you that your agreement to sell certain land to the United States for right of way - Juan d' Herrera Lateral, was approved at Washington on January 4, 1918.

In order to accept a deed from you to complete the transaction, an abstract is now necessary to show your title to the land in question, and in accordance with paragraph 2 of your agreement in which you agreed to furnish an abstract covering the land to be conveyed, you are requested to send us such abstract at the earliest date possible for the reason that it takes some weeks to have the abstract examined and title passed on, and it is desired to expedite payment for the land as much as possible.

Very truly yours,

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, December 12, 1917.

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

Subject: Forwarding contract for approval.

Agreement dated **December 11, 1917.** **Rio Grande** Project.

Executed by **L. M. LAWSON, Project Manager,**

With **ZACARIA APODACA and wife.**

Estimated amount involved, **\$174.00** (See Gen'l Order No. 124)

Purpose of agreement: **Purchase right of way - Juan d'Herrera** (See instructions on back, Pars. 4 and 5)

Authority No. 50-1.

~~Original and three copies of bond herewith~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas,

and District Counsel at El Paso, Texas. of the approval of the above.

- Incs.
- Orig. & 3 copies agreement.
- Report on Land Agreement.
- Cert. of P. M.
- Blue Prints(2).

L. M. Lawson
(Signature.)

(The blanks below to be filled in the Washington Office.)

Approved by

Date of approval

Bond, if any, approved by same officer on same date.

DEC 26 '17 74883

Respectfully transmitted to Director, Washington
for approval.
Dec: 1 C118.2 3 copies form 7411
Report on Land Agreement
Certification of P. M.
Blue Prints
Chief of Construction
Denver, Colo. Dec. 21, 1917.

THIS AGREEMENT, made this 11th day of December
nineteen hundred and seventeen, between ZACARIA APODACA
and MICAELA R. APODACA, his wife, of El Paso
County, Texas, for themselves, their 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 situated in the West half of the Northwest quarter $W\frac{1}{2}NW\frac{1}{4}$ of Section twenty-six(26), Township thirty-one(31)South, Range six(6) East of the U.S.R.S. Survey, and in Ysleta(Texas) Grant, and included in a tract of land sixty(60)feet wide, lying thirty(30)feet on each side of a center line described as follows: Beginning at Station 172+18 of said center line, a point on the East boundary line of County Road, said boundary line bearing North $11^{\circ}9'$ East from which point the Northwest corner of Section twenty-six(26), Township thirty-one(31)South, Range six(6)East lies North one thousand five hundred twenty-three and seven-tenths(1523.7) feet and West one thousand two hundred forty-four(1244)feet; thence South $74^{\circ}03'$ East forty-six and seven-tenths(46.7)feet; thence to the left along the arc of a curve tangent to the last course and having a radius of two hundred twenty-two and three-tenths(222.3)feet a distance of one hundred eighteen and three-tenths(118.3)feet; thence North $76^{\circ}22'$ East one hundred thirty-seven and four-tenths(137.4)feet; thence to the right along the arc of a curve tangent to the last course and having a radius of one hundred ninety-three and two-tenths(193.2)feet a distance of one hundred one(101) feet; thence South $73^{\circ}20'$ East one hundred thirty-four and five-tenths(134.5) feet; thence to the right along the arc of a curve tangent to the last course and having a radius of two hundred eighty-seven and nine-tenths(287.9)feet, a distance of one hundred two and five-tenths(102.5)feet; thence South $52^{\circ}50'$ East one hundred twenty-two and five-tenths(122.5)feet to Station 179+80.9 of said center line a point on the property line produced between Vendor and J. A. Gillette said property line bearing South $32^{\circ}24'$ West, and from which(Description continued on Sheet No.1 attached hereto & made a part hereof)-

Sheet No. 1.

point the Northwest corner of Section twenty-six(26), Township thirty-one(31)South, Range six(6)East lies North one thousand six hundred sixty-eight and two-tenths(1668.2)feet and West one thousand nine hundred fifty-nine and two-tenths(1959.2)feet: said tract of land containing eighty-nine hundredths(.89) of an acre, more or less, of which thirty-one hundredths(.31) of an acre is occupied by a ditch known as the Pena Ditch, said Pena Ditch being the property 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 contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

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.....

One Hundred Seventy-Four and no/100(\$174.00)

.....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.....

January 1, 1918,.....notwithstanding earlier delivery of the deed as
herein provided, and may harvest and retain the crops thereon until **January 1, 1918**.....; 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 **twenty-four** of.....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 :

GEO. W. HOADLEY,

ZACARIA APODACA

of Zacaria Apodaca

her

GEO. W. HOADLEY

MICAELA R. + APODACA

Vendor.

of MICAELA R. APODACA.

mark

of

L. M. LAWSON

For and on behalf of the United States.

of

STATE OF Texas }
COUNTY OF El Paso } ss :

I, Jessie E. M. Howe, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that GEO. W. HOADLEY

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 as a witness to the foregoing instrument of writing, and after being duly sworn by me, stated on oath that he saw ZACARIA APODACA & MICAELA R. APODACA, the persons who executed the foregoing instrument, subscribe the same, and that he has signed the same as a witness at the request of the persons who executed the same.

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

I further certify that I did examine the said

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.

Given under my hand and official seal, this day of December, 1917.

[SEAL.]

Jessie E. M. Howe.

June 1, 1919.

(Seal)

My commission expires

Approved, 191

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **December 11,** 19**17**, with
ZACARIA APODACA and MICAELA R. APODACA, his wife.

for the purchase of land required for **right of way - Juan d'Herrera Lateral**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and approximate area of land to be conveyed.
.58 of an acre. (See description in agreement herewith)
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.
Ysleta Town Grant.
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.
Zacaria Apodaca and wife.
R. F. D., El Paso, 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.
Owners.
5. Also state whether land is subject to right of way, by virtue of contract with water users' association or other agreement.
Yes.

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 under cultivation. Fruit trees.

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 irrigated from present Juan d'Herrera Ditch.

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

\$300 to \$500 an acre for fruit land set in orchards.

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.

The above is a correct statement of the information procured.

Dated **December 12,**

1917

(Signature) **GEO. W. HOADLEY**.....

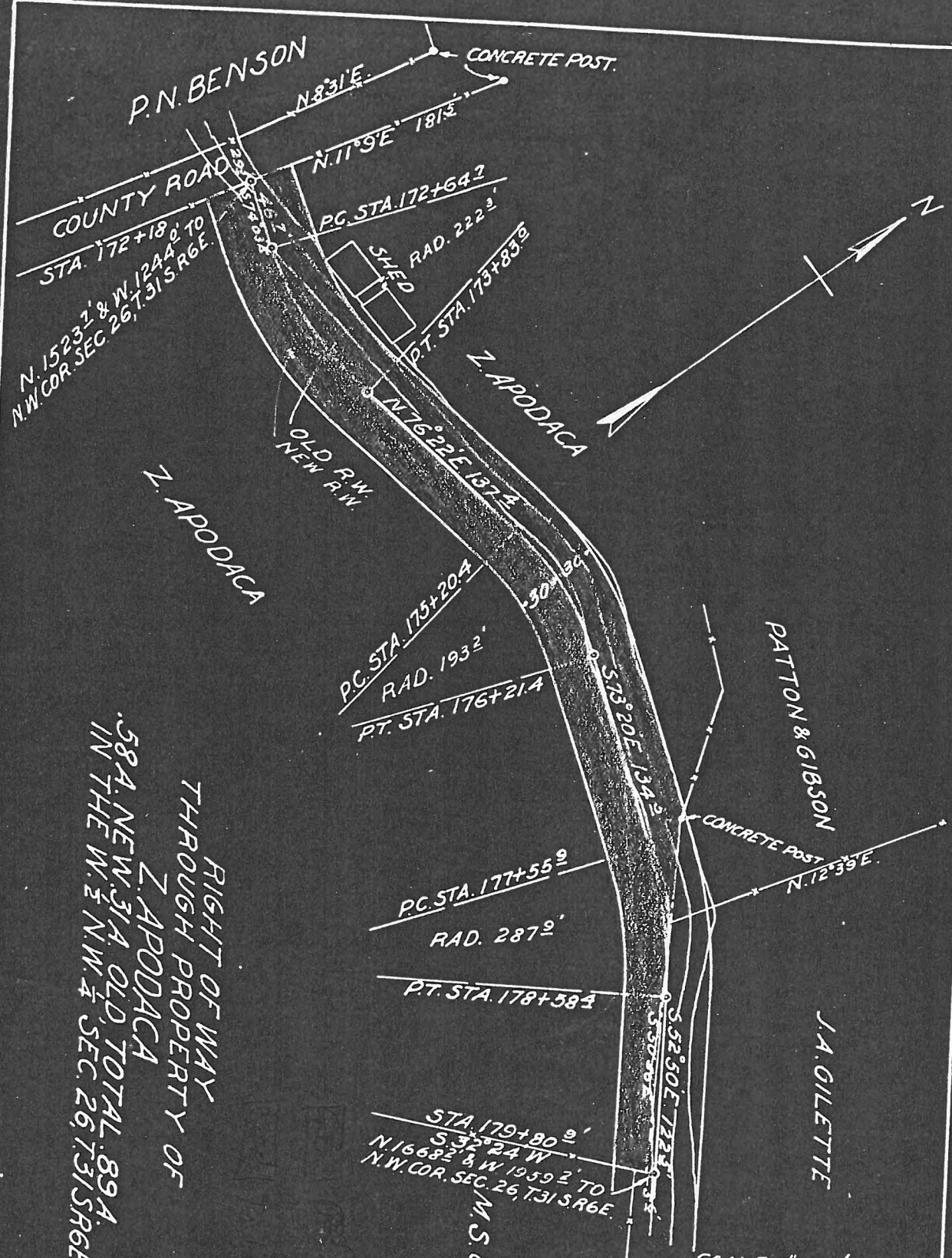
(Title) ... **Field Assistant**.....

In Charge of Negotiations.

Approved:

L. M. LAWSON,

Project Manager.



RIGHT OF WAY
THROUGH PROPERTY OF
Z. APODACA
584 NEW 3/4 OLD TOTAL 894
IN THE W. 1/2 N.W. 1/4 SEC. 26, T. 31 S. R. 6 E.

SCALE 1"=100'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIOGRANDE PROJ, N.M.-TEX.
JUAN D'HERRERA LATERAL
RIGHT OF WAY

Drawn A.O.D. Recommended
Checked Approved

897L61 EL PASO, TEX. 12-7-17

Ysleta, Texas
Señor Flores

maase el favor de
explicarle a da seño
ra tacante a esa afede
vit que no pudo ir el no
tario publico a que la
firmara Cesario Teller
la firmo F. G. Landela
ria. Tore apodaca este
no tiene 70 años desde
i desde que tubo como
si miento lo conorio a
Ricardo Telles i a toda
la familia i terreno
sin ma S. S. S.

Zacarias Apodaca