

TELLER, LEON, et. al. WARRANTY DEED LA UNION EAST LATERAL

0023-0061-0009-00

THIS INDENTURE, Made this 11th day of August in the year of our Lord one thousand nine hundred and twenty-two between Leon Telles and Virginia O. Telles, his wife, and Esteban Telles and Maria G. Telles, his wife,

parties of the first part and the United States of America, pursuant to the Act of June 17, 1902 (32 Stat 398), and Acts amendatory thereof or supplementary thereto, party of the second part

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Fifty-three and 15/100 (\$53.15) Dollars,

lawful money of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said part 1st of the second part its successors and assigns forever, all the following described lot or parcel of land or real estate, situate, lying, and being in the County of Dona Ana State of New Mexico, to-wit:

A tract of land in the Southeast quarter of the Southwest quarter (SE 1/4 SW 1/4) and the Southwest quarter of the Southeast quarter (SW 1/4 SE 1/4) of Section thirty-three (33), Township twenty-six (26) South, Range three (3) East, New Mexico Principal Meridian, and being also in the Refugio Colony Grant, and more particularly described as follows: Beginning at a point on the easterly right of way line of the La Union East Canal, the Southwest corner of the tract of land herein described, from which point the southwest corner of said Section thirty-three (33) bears South eighty-five (85) degrees twenty-two (22) minutes thirty (30) seconds West two thousand two hundred twenty-one and three-tenths (2221.3) feet; thence along said right of way line North nineteen (19) degrees eighteen (18) minutes West seventy-two and four-tenths (72.4) feet; thence South seventy-five (75) degrees eighteen (18) minutes East four hundred sixty-one and five-tenths (461.5) feet to the Easterly property line of land of the Grantors; thence along said property line South twelve (12) degrees thirty-seven (37) minutes East sixty-seven and five-tenths (67.5) feet to a point from which the South quarter corner of said Section thirty-three (33) bears South ten (10) degrees eight (8) minutes West sixty-four and six-tenths (64.6) feet; thence North seventy-five (75) degrees eighteen (18) minutes West four hundred fifty-two and one-tenth (452.1) feet to the point of beginning; said tract of land containing sixty-three hundredths (0.63) acre, more or less.

Also a tract of land situated in the said Dona Ana County, Refugio Colony Grant, in the North half of the Northeast quarter (N 1/2 NE 1/4) of Section four (4), Township twenty-seven (27) South, Range three (3) East, New Mexico Principal Meridian, and more particularly described as follows: Beginning at a point on the northerly property line of land of the Grantors, from which point the Northwest corner of said Section four (4) bears North Eighty-seven (87) degrees five (5) minutes West three thousand five hundred ninety-four and seven-tenths (3594.7) feet; thence along said property line North eighty-three (83) degrees thirty-seven (37) minutes East two hundred seventy-five and two-tenths (275.2) feet; thence South seventy-five (75) degrees eighteen (18) minutes East five hundred thirty-eight (538.0) feet; thence South fourteen (14) degrees forty-two (42) minutes West ninety-nine (99.0) feet to a point from which the North quarter corner of said Section four (4) bears North seventy-seven (77) degrees twenty-two (22) minutes West one thousand seven hundred sixty-one and five-tenths (1761.5) feet; thence North seventy-five (75) degrees eighteen (18) minutes West seven hundred ninety-four and eight-tenths (794.8) feet to the point of beginning; said tract of land containing one and fifty-one (1.51) hundredths acres, more or less.

together with all and singular, the lands, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part law or equity, of, in and to the above bargained premises, with the hereditaments and appurten-

Vertical text on the left margin: ENGINEERING DATA

TO HAVE AND TO HOLD... emises above bargained and described, with the appurtenances... of the second part... and assigns forever. And the said part... of the first part, for themselves, their heirs, executors and administrators do... covenant and agree, to and with the said part... of the second part... and assigns, that at the time of the ensembling and delivery of these presents... well seized of the premises above conveyed, as of a good, sure, perfect and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind and nature soever; and the above bargained premises in the quiet and peaceable possessions of the part... of the second part... and assigns, against all and every person lawfully claiming or to claim, the whole or any part thereof, the said part... of the first part shall and will warrant and forever defend.

IN WITNESS WHEREOF the said part... of the first part has hereunto set their hand and seal... the day and year above written.

Signed, Sealed and Delivered in the Presence of
Leon Telles (L. S.)
Virginia O. Telles (L. S.)
Esteban Telles (L. S.)
Maria G. Telles (L. S.)

STATE OF NEW MEXICO, }
County of Dona Ana } ss.

On this 11th day of August 1922 before me personally appeared Leon Telles, his wife Virginia O. Telles, Esteban Telles and his wife Maria G. Telles to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

A. D. Greenwood
Notary Public

SEAL
My com. expires 6-13-25

No. 42589

WARRANTY DEED

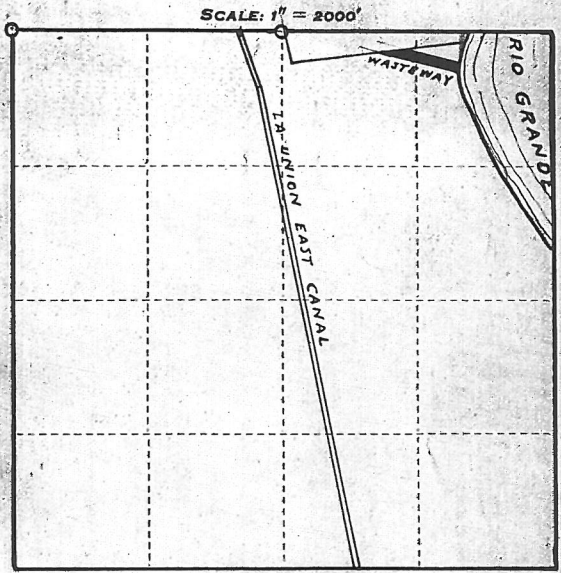
Leon Telles, et al

TO
A. D. G.

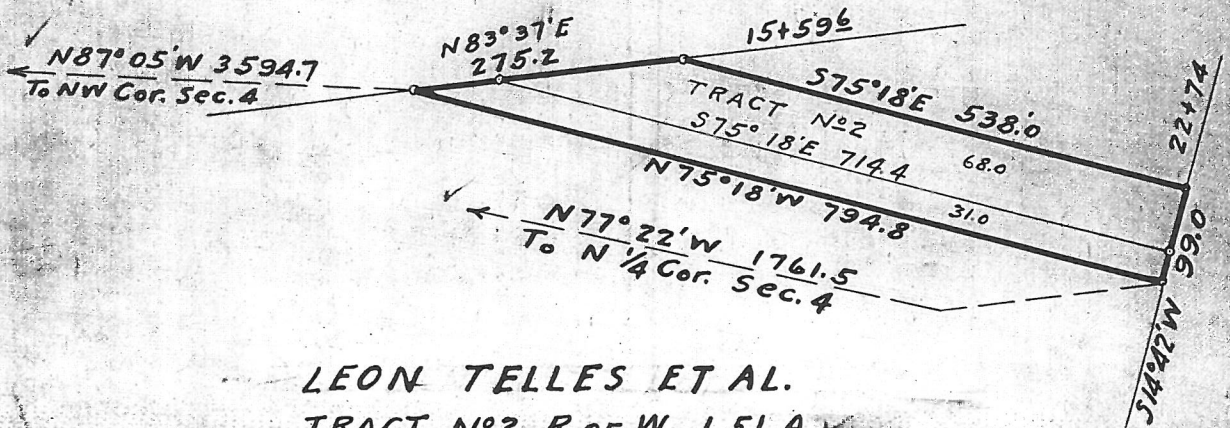
STATE OF NEW MEXICO, }
County of Dona Ana } ss.

I hereby certify that this instrument was filed for record on the 23 day of Feb A. D. 1923 at 9 o'clock A.M. and duly recorded in Book 65 Page 244 of the records of Deeds of said County.

(Signed) M. J. Charney
Probate Clerk and Ex-Officio Recorder
(Signed) J. Ross Kirwan
Deputy.



LOCATION PLAT
S. 4 .. T. 27S .. R. 3E .. N.M.P.M.



LEON TELLES ET AL.

TRACT N^o2 R.OF W. 1.51 A

W.D. 8/11/22

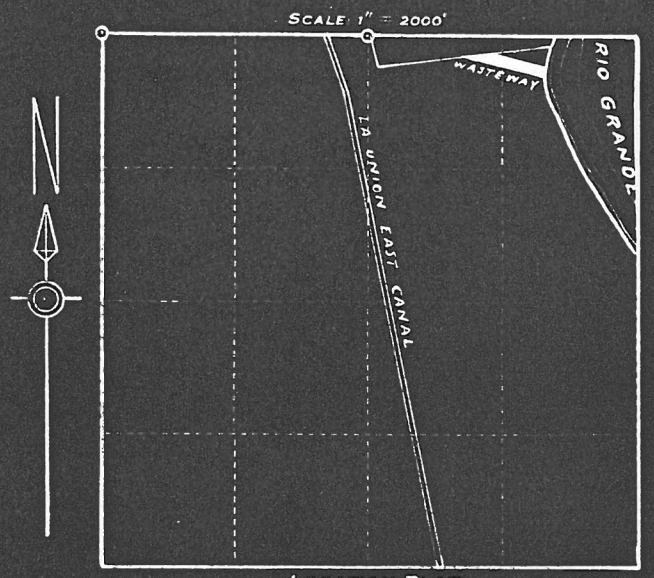
Recorded 2/23/23

Book 65 Page 344

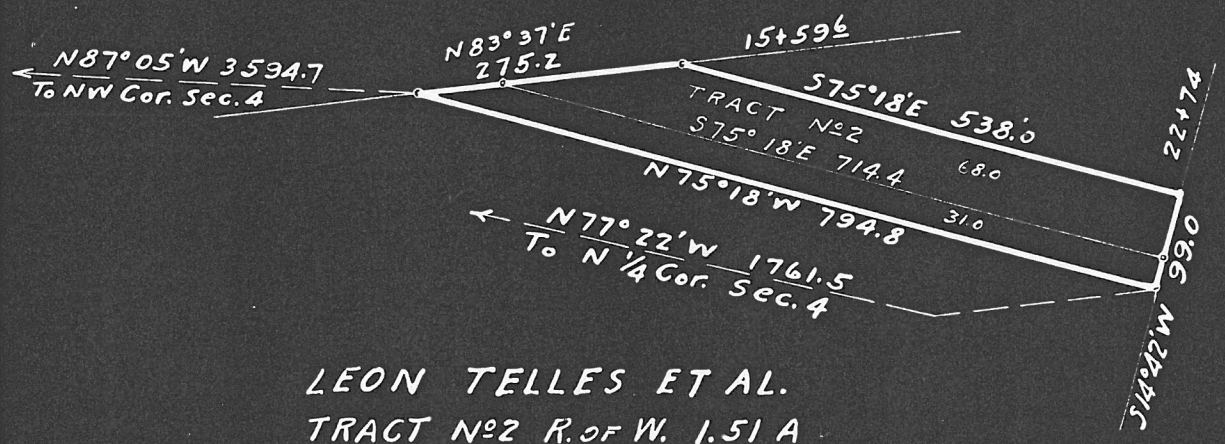
SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT- NEW MEXICO-TEXAS
MESILLA VALLEY
LA UNION EAST CANAL WASTEWAY
RIGHT OF WAY

FIELD WORK: CHECKED: *G. W. H.*
DRAWN: *I. M. P.* APPROVED:
2236-L-41 EL PASO, TEX., 2/10/22



LOCATION PLAT
S. 4 .. T. 275 .. R. 3 E .. N.M.P.M.



LEON TELLES ET AL.
TRACT N^o2 R. OF W. 1.51 A

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR,
UNITED STATES RECLAMATION SERVICE,
RIO GRANDE PROJECT- NEW MEXICO- TEXAS
MESILLA VALLEY
LA UNION EAST CANAL WASTEWAY
RIGHT OF WAY

FIELD WORK: CHECKED: G. W. H.
DRAWN: J. M. P. APPROVED:

2236-L-41 EL PASO, TEX., 2/10/22

El Paso, Texas, February 14, 1923.

The County Clerk,

Las Cruces, New Mexico.

Dear Sir:

There is transmitted herewith for official record deed dated August 11, 1922, executed by Leon Telles, et al., to the United States in connection with the purchase of right of way for the La Union East Canal wasteway.

Very truly yours,

J. H. Hamilton
Clerk

enc 1

El Paso, Texas, February 14, 1923.

Southwestern Abstract and Title Co.,

Las Cruces, New Mexico.

Gentlemen:

There is transmitted herewith abstract No. 6138 in connection with land proposed to be purchased from Leon Telles, et al.

It is requested that this abstract be extended to include any and all instruments affecting title to the land in question up to and including deeds to the United States which is being transmitted for recordation to-day. The proposed vendor has advised that the taxes for year 1921 have now been paid.

Very truly yours,

J. H. Hamilton
Clerk

enc 1

El Paso, Texas, August 2, 1922.

Mr. Leon Telles,

Anthony, New Mexico.

Dear Sir:

The Washington Office has approved the payment to you of the agreed purchase price for the land included in the right of way for the La Union East Canal wasteway in accordance with agreement to sell dated February 27, 1922, subject to the payment of taxes for the last half of 1921.

Deed to the United States is transmitted herewith for execution before a notary public by the parties named therein, with the request that after it has been duly executed it be returned to this office for recording.

It is also requested that you advise this office when you pay the taxes for the last half of 1921, in order that abstract of title may be extended to show this payment, after which payment may be made to you for the land desired by the United States.

Very truly yours,

F. W. Dent
District Counsel

enc 1

July 26, 1922.

Chief Counsel

District Counsel, El Paso, Tex.

Acquisition of land- opinion of title to land
being acquired from Leon Telles et al.- Rio
Grande Project.

1. We have your letter of July 14, 1922, Abstract
No. 6138, and the other papers mentioned in your opinion.

2. The abstract discloses that this land is situat-
ed in Sec. 33, T. 26 S., R. 3 E., N. M. P. M., Dona Ana
County, New Mexico.

3. The title originated in grant by the Mexican Com-
missioner to the Refugio Colony in 1869 (page 3). This was
confirmed to the Corporation of Refugio by patent issued
by the United States (page 5).

4. The Refugio Colony conveyed to Jesus Ribas. This
entry upon its face does not show that it is the Corporation
of Refugio to which the patent was issued, but we assume that
you have investigated this point and that you find it con-
forms to the law in effect at that time.

5. This instrument is followed by another grant to the
same party (page 7).

6. Jesus Ribas and wife conveyed to Benigno Telles in
1907 (page 13).

7. The Refugio Colony granted to Casimiro Fierros in
1897 (page 14). This does not appear to be the same land men-
tioned in the Colony grant to Jesus Ribas.

8. Fierros joined by his wife conveyed to Benigno Telles
(page 15). Telles died, and the probate of his estate is set
out on pages 16 et seq. The result of the probate proceedings
is deed from the executor and heirs of the deceased to Lion
Telles and Estaban Telles (page 27). You point out that
Benigno Telles did not sign this instrument, though the ac-
knowledgment purports to include him. Since the deed was
signed by the executor and approved by the court, you are of
opinion that it conveys the minor's interest in the land under
consideration. Under the circumstances, we will not require you
to have the then infant who is now of age convey to the United

States.

9. Lion Telles as Leon Telles, joined by his wife and others, contracted to convey to the United States. (page 51)

10. The abstract contains a number of entries concerning the Elephant Butte Water Users' Association which are not of interest in connection with the estate and will be disregarded.

11. Entries 8, 9, and 10 disclose liens which have been released, as shown on page 12, as you point out.

12. We note that in the deed by Jesus Ribas to Benigno Telles Adelaida Lafayette signs, but the acknowledgment shows that this party is the wife of the grantor. You point out that it is a custom among the Mexicans for the wife at times to sign her maiden instead of her marital name, and in view of the fact that there is only \$53.15 involved in this transaction, we shall waive this situation.

13. You also identify the land mentioned on page 14, where the Commissioners of the Refugio Colony Grant under date of June 10, 1897, conveyed to Casimiro Pierrez, as the tract of land conveyed by the deed dated May 5, 1910 by Casimiro Pierrez and wife to Benigno Telles (page 15).

14. You point out that taxes for the last half of 1921 are a lien upon this land and should be paid out of the purchase price. This you will have done before closing this transaction. The taxes for 1922 are waived.

15. You are authorized to have deed in the form proposed executed and recorded and the abstract extended to cover that recordation. Thereupon should no change in the condition of the title adverse to the interests of the United States be disclosed, this transaction may be closed in the usual way. The disbursing officer will file with his voucher the papers required by the Reclamation Manual.

Enclosures:

- District Counsel's letter of July 14.
- Original land purchase contract
- Abstract of title.
- Possessory certificate
- Form of deed
- Two blue prints.
- Copy of this opinion.

Ottavio Kaniels

Copy to C. E.

Denver, Colorado, July 14, 1922.

From District Counsel

To Chief Counsel, Washington, D. C.

Subject: Opinion on title, proposes purchase of land from Leon Telles, et al., for right of way for the La Union East Canal wasteway, Rio Grande Project.

1. There is transmitted herewith abstract of title No. 6182, together with related papers, in connection with the proposed purchase of two tracts of land containing 0.65 acre and 1.51 acres, respectively, from Leon Telles, et al., for right of way for the La Union East Canal wasteway, in accordance with agreement to sell dated February 27, 1922, for a consideration of \$53.15.

2. The land in question is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 53, T. 26 S., R. 5 E., and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 4, T. 27 S., R. 5 E., N.M.P.M., Dona Ana County, New Mexico, and being within the exterior limits of the Refugio Colony Grant. Title to the tract of land known as the Refugio Colony Grant originated by grant dated June 4, 1851, from Ramon Ortiz, Mexican Commissioner (page 3 of abstract), and patent was issued to this grant by the United States on June 6, 1910, in accordance with the provisions of the Act of Congress of March 3, 1891, (page 5).

3. On September 24, 1896, by order of the Commissioners of the Refugio Colony Grant a deed was issued to Jesus Ribas for a certain tract of land in which is located the land designated in the above mentioned agreement to sell as tract No. 2 (pages 6 and 7).

4. On pages 8, 9 and 10 are abstracted instruments creating a lien on the land in question, which lien appears released on page 12.

5. Jesus Ribas and wife convey by warranty deed dated April 8, 1907, to Benigno Telles the land in which tract No. 2 of the right of way is included. The variation in the name of the vendor in this instrument may be considered as an *idem sonans*; the letters "b" and "v" being frequently used interchangeably in the Mexican

language. The wife, in this instance, signing her maiden name, is a custom formerly in vogue among the Mexican people. However, in the notary's acknowledgment, Adolaida Lafayette is stated to be the wife of Jesus Ribas.

6. On page 14 appears a grant deed issued by order of the Commissioners of the Refugio Colony Grant under date of June 10, 1897, to Casimiro Pierres covering a tract of land, through a portion of which the right of way indicated as tract No. 1 is located, and this same tract of land appears conveyed by warranty deed dated May 5, 1910 (page 15) by Casimiro Pierres and wife to Benigno Telles.

7. On pages 16 to 50, inclusive, appear abstracted the last will and testament of Benigno Telles, deceased, and probate proceedings in connection therewith, including deed dated May 5, 1920, by virtue of which the surviving executor of the estate, Jesus Enriquez, together with various surviving heirs of Benigno Telles, deceased, convey the land, in a portion of which the United States is interested under the right of way agreement to sell, to Leon Telles and Esteban Telles. Leon Telles and Leon Telles may be considered as one and the same person, as this party is referred to under both names in the probate proceedings. This variation in the name probably occurring by reason of the fact that "leon" is the Mexican way of designating the English word "lion." Jesus Enriquez, surviving executor of the estate of Benigno Telles, deceased, was joined in the execution of the deed to Leon and Esteban Telles (page 27) by the surviving heirs and also by Guadalupe H. de Telles, Urbano L. Basques and Teribio B. de Telles, as natural guardians of minor heirs. It would probably have been preferable to have had the deed executed by the surviving executor of the estate under order and approval of the court, but the method adopted was probably used in an attempt to divest any interest that the estate might have in other lands than those included in the will, which were claimed by the decedent (see par. 2, page 25) and convey such interest to the grantees named in the deed of May 5, 1920 (page 27). Inasmuch as this deed has been approved by the court, it would seem that this result has been accomplished and any claims of interest on the part of the minor heirs to the land in question is forever stopped.

8. Agreement to sell dated February 27, 1922, covering the land included in the right of way appears

at pages 51 and 52.

9. Tax sale certificate No. 141 appears redeemed by certificate of redemption No. 219 (page 55).

10. Taxes. Tax statement appears at page 54. This shows taxes beginning with the year 1910. Inquiry need not go behind the year 1910, as taxes prior to that year have been cancelled by legislative enactment. (See Sec. 474, ch. 155 H.M. Sess. Laws 1921). Tax sale certificate issued account of non-payment of 1910 taxes has been redeemed, as above indicated. All taxes for the years 1911 to 1920, inclusive, are shown as having been paid; also for the first half of 1921. Taxes for the last half of 1921 appear as a lien upon the land under consideration and will have to be satisfied before payment of the purchase price. The land to be acquired is but a small part of the total holding and it is believed that the remaining land is of more than sufficient value to meet the 1922 taxes, and recommendation is therefore made that payment of the taxes for the year 1922 be waived as a condition prior to the payment of the purchase price. (See letter Feb. 24, 1922, C.C. to D.C., El Paso; acquisition of lands, etc.).

11. It is my opinion that good title is shown in the proposed Government vendors, subject to the removal of the lien incident to unpaid taxes for the last half of 1921, and that same will vest in the United States upon the execution of warranty deed in the form enclosed, by Leon Tolles and Esteban Tolles, joined by their respective wives.

- - -
P. W. Dent

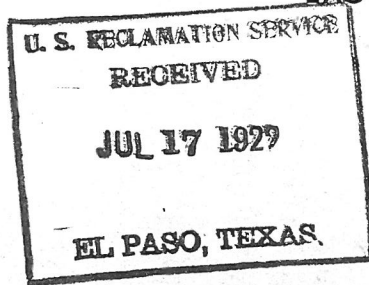
ones:
Original agreement to sell
Abstract of title No. 6138
Possessory certificate
Copy of proposed deed
Blueprint
Extra copy of opinion
Copy to:
C.E., Denver

Legal

THE SOUTHWESTERN ABSTRACT & TITLE CO.

(INCORPORATED)

LAS CRUCES, NEW MEXICO



July 15, 1929.

U.S. Reclamation Service,

El Paso, Texas.

Gentlemen:

Referring to abstract No. 6138 on the Leon and Esteban Telles land, the deed at page 27 does not contain the signature of Benino Telles, segundo, as it appears of record.

The description at page 29 is correct. The 6th line from the end is intended to read North 6° 30' West etc. The machine on which it was written has no degree character and the small "o" is used instead. In this particular case it was struck a little low.

Very truly,

THE SOUTHWESTERN ABSTRACT AND TITLE COMPANY,

By

A. I. Kelso
Secretary.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, February 28, 1922.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Leon Telles et al., in SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 33, T. 26 S., R. 3 E., and in N $\frac{1}{2}$ NE $\frac{1}{4}$ sec. 4, T. 27 S., R. 3 E., N.M.P.M., Dona Ana County, New Mexico, for Rio Grande project, and that the said proposed Vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

GEO W HOADLEY

Assistant Engineer.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, February 28, 1922.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Leon Telles et al., in SE $\frac{1}{2}$ SW $\frac{1}{2}$ and SW $\frac{1}{2}$ SE $\frac{1}{2}$ sec. 33, T. 26 S., R. 3 E., and in N $\frac{1}{2}$ NE $\frac{1}{2}$ sec. 4, T. 27 S., R. 3 E., N.M.P.M., Dona Ana County, New Mexico, for Rio Grande project, and that the said proposed Vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

GEO W HOADLEY

Assistant Engineer.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso Texas Feb 28 1922

Project Manager to District Counsel

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated Feb 27 1922

With Leon Tolles et al

Estimated amount involved, \$ 43,115

Accompanied by bond and

No bond.

Authority No. 57-5

Purpose: Purchase of right of way for La Union east canal wasteway.

INSTRUCTIONS

Advise Project Manager at **El Paso Texas**

(Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Incllosures as follows:

- Orig. and 4 copies contract.
- Orig. and 2 copies possessory certificate.
- Orig. and 2 copies certificate of recommendation.
- Orig. and 3 copies f.l.t.
- Orig. and 2 copies rept. on land agreement.
- 3 blueprints.

L M LAWSON

(Signature)

El Paso Texas Feb 28 1922

(Place)

(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by **C F Harvey**

on Feb 28 1922

Asst District Counsel,

Incllosures as follows returned to Project Manager:

- Orig. and 1 copy possessory certificate.
- Orig. and 1 copy certificate of recommendation.
- Orig. and 2 copies f.l.t.
- Orig. and 1 copy rept. on land agreement.
- 2 blueprints.
- 3 copies contract. (Orig. retained for recordation, etc.)

REPORT ON LAND PURCHASE CONTRACT
(SEE PAGES 251-259, VOL. 1, OF MANUAL)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT, NEW MEXICO - TEXAS.

INFORMATION relating to land purchase contract made February 28, 1921, with Leon Telles, Virginia O. Telles, Esteban Telles, and Maria G. Telles.

1. State purpose for which the land is required. Right of way for La Union east canal extension.

2. State description and approximate area of land to be conveyed. Two tracts of land: 0.63 acre in SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 33, T. 26 S., R. 3 E.; and 1.51 acres in N $\frac{1}{2}$ NE $\frac{1}{4}$ sec. 4, T. 27 S., R. 3 E., all N.M.P.M., Dona Ana County, New Mexico.

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

Land is in Refugio Colony Grant, and is not founded on U. S. patent.

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

Leon Telles and Esteban Telles purchased this land and hold title jointly. It is probable that there is a community interest in the case of each joint owner, and their wives, as named above, were also joined in the agreement to sell for this reason. Post-office address of all: Anthony, N. Mex.

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

No lessees; owners, as above named, are in possession.

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district or other agreement.

It is not.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement to sell dated February 27, 1922, with Leon Telles et al. is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388) namely, as right of way for La Union east canal wasteway, a part of the Rio Grande project; that the consideration to be paid thereunder, \$53.15, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
February 28, 1922.

L M LAWSON

Project Manager.

El Paso, Texas, February 28, 1922.

County Clerk for Dona Ana County,

Las Cruces, N. Mex.

Dear Sir:

Transmitted herewith for official record are contracts dated February 27, 1922, between the United States and Leon Telles et al. and dated February 8, 1922, between the United States and C. W. Patcain et ux.

Very truly yours,,

P W DENT

District Counsel.

incls.

El Paso, Texas, February 28, 1922.

Southwestern Abstract and Title Company,

Las Cruces, N. Mex.

Gentlemen:

Kindly supply abstracts for the following lands:

A tract of land containing 0.7 acre held by C. W. Pitcairn, in E $\frac{1}{2}$ NE $\frac{1}{4}$ sec. 2, T. 23 S., R. 1 E.

A tract of land containing 0.63 acre and a tract containing 1.61 acres, the first being in SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 33, T. 26 S., R. 3 E., and the second being in N $\frac{1}{2}$ NE $\frac{1}{4}$ sec. 4, T. 27 S., R. 3 E. Both tracts held by Leon Telles and Esteban Telles jointly.

Blueprints are inclosed showing these tracts, and contracts with first named party, dated February 8, 1922, and with the latter named parties, dated February 27, 1922, are to-day being sent to county clerk for record, showing the land descriptions in detail.

Very truly yours,

P W DENT

District Counsel.

incls.

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJECT, TEXAS - NEW MEXICO

This AGREEMENT, made February 27, 1922, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, by

L. M. Lawson, Project Manager, United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and Leon Telles and Virginia O. Telles, his wife, and Esteban Telles and Maria O. Telles, his wife,

of all of Anthony, County of Dona Ana, State of New Mexico, (P. O. address.)

hereinafter styled Vendor, their heirs, executors, administrators, successors, and assigns, do hereby covenant and agree that their interest shall be subject to the United States Reclamation Service. For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient general warranty deed convey to the United States of America free of lien or incumbrance the following-described real estate which is their community property situated in the County of Dona Ana, State of New Mexico.

A tract of land in the southeast quarter of the southwest quarter (SE 1/4 SW 1/4) and the southwest quarter of the southeast quarter (SW 1/4 SE 1/4) of section thirty-three (33), township twenty-six (26) south, range three (3) east, New Mexico principal meridian, and being also in the Refugio Colony Grant, and more particularly described as follows:

Beginning at a point on the easterly right of way line of the La Union east canal, the southwest corner of the tract of land herein described, from which point the southwest corner of said section thirty-three (33) bears south eighty-five (85) degrees twenty-two (22) minutes thirty (30) seconds west two thousand two hundred twenty-one and three-tenths (2221.3) feet; thence along said right of way line north nineteen (19) degrees eighteen (18) minutes west seventy-two and four-tenths (72.4) feet; thence south seventy-five (75) degrees eighteen (18) minutes east four hundred sixty-one and five-tenths (461.5) feet; to the easterly property line of land of the Vendor; thence along said property line south twelve (12) degrees thirty-seven (37) minutes east sixty-seven and five-tenths (67.5) feet to a point from which the south quarter corner of said section thirty-three (33) bears south ten (10) degrees eight (8) minutes west sixty-four and six-tenths (64.6) feet; thence north seventy-five (75) degrees eighteen (18)

Correct as to Engineering Data S. W. M.

minutes west four hundred fifty-two and one-tenth (452.1) feet to the point of beginning; said tract of land containing sixty-three hundredths (0.63) acre, more or less.

Also a tract of land situated in the said Dona Ana County, Refugio Colony Grant, in the north half of the northeast quarter ($N\frac{1}{2}NE\frac{1}{4}$) of section four (4), township twenty-seven (27) south, range three (3) east, New Mexico principal meridian, and more particularly described as follows: Beginning at a point on the northerly property line of the land of vendor, from which point the northwest corner of said section four (4) bears north eighty-seven (87) degrees five (5) minutes west three thousand five hundred ninety-four and seven-tenths (3594.7) feet; thence along said property line north eighty-three (83) degrees thirty-seven (37) minutes east two hundred seventy-five and two-tenths (275.2) feet; thence south seventy-five (75) degrees eighteen (18) minutes east five hundred thirty-eight (538.0) feet; thence south fourteen (14) degrees forty-two (42) minutes west ninety-nine (99.0) feet to a point from which the north quarter corner of said section four (4) bears north seventy-seven (77) degrees twenty-two (22) minutes west one ~~hundred~~ ~~seventy~~ ~~six~~ thousand seven hundred sixty-one and five-tenths (1761.5) feet; thence north seventy-five (75) degrees eighteen (18) minutes west seven hundred ninety-four and eight-tenths (794.8) feet to the point of beginning; said tract of land containing one and fifty-one (1.51) acres, more or less.

3. The United States will procure the necessary abstract of title and the extensions thereof, the cost thereof to be not deducted from the purchase price hereinafter named.

~~3. In consideration of the premises the Vendor further agrees upon receipt of notice that this agreement has been approved on behalf 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.~~

4. 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.

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 the deed provided in article 2 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

fifty-three 15/100

dollars (\$ 53.15), by U. S. Treasury warrant or fiscal 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. The Vendor may retain possession of said premises until February 27, 1922, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until February 27, 1922; 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 by the proper supervisory officer of the Reclamation Service, and shall termi-

nate 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. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid: *Provided, however,* It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

10. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. 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 employe of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

Witnesses:

By L. M. LAWSON
Project Manager, U. S. R. S.

P. O. Address

Leon Telles

P. O. Address

Esteban Telles

P. O. Address

Virginia O Telles

Maria G Telles

P. O. Address

Vendor.

Approved:

P. O. Address Anthony N Mex

(Date) _____, 192

CERTIFICATE OF ACKNOWLEDGMENT.

Texas

STATE OF

El Paso

COUNTY OF

Geo W Hoadley

ss:

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in article 2 hereof.

Notary Public.

in and for said county, in the State aforesaid, do hereby certify that Leon Telles, Esteban Telles, Virginia O. Telles, and Maria G. Telles,

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

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

Given under my hand and official seal, this 27th day of February, 1922

[SEAL.]

Geo W HOADLEY

My commission expires June 1 1923 Notary Public El Paso County Texas

COUNTY RECORDER'S CERTIFICATE.

STATE OF Texas Thereby certify that this instrument was filed for record at my

COUNTY OF El Paso office at 9:00 o'clock A. M. March 14 1922

and is duly recorded in Vol. 55 of the Public Records of El Paso County Texas

Page No. 619

By [Signature] County Recorder Fees, \$ 2

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF Texas I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a

COUNTY OF El Paso contract made by me, personally, with [Name] that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or

advantage corruptly to the said [Name] or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as

required by the statute in such case made and provided.

Subscribed and sworn to before me at [Location] this [Day] day of [Month], A. D. 1922.

[OFFICIAL SEAL.]

mission expires

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

2/14/22

191, with

for the purchase of land required for *La Union East Canal Wasteway*
purposes, Project, *Luna Ana*
County,

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

Refugio Colony 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.

Leon Telles *Anthony N. M.*
Virginia O Telles wife Leon Telles
Esteban Telles *Anthony N. M.*
Maria G Telles Wife Esteban Telles

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 in possession

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

no

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.

0.63 A	Cultivated	@ 50-	31.50
1.51 A	" + Bosque	@ 15-	22.65
			<u>54.15</u>
			3
<u>2.14</u>			

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.

La Union East Canal

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

75⁰⁰ the 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.

No benefits

The above is a correct statement of the information procured.

Dated

191

(Signature) *Geo W. Hoadley*

(Title)
In Charge of Negotiations.

Approved:

Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 Edition, Pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, Pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States Attorney for the district. For form of possessory certificate see also Par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz., the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States Attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

8. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which cannot be described in the ordinary way (by quarters and halves), the method outlined under (b) and (c), paragraph 38, page 236 of the Manual should be followed.

9. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

10. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the Project Manager of the particular project, to be forwarded to the Director at Washington, D. C.

12. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

13. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, a widow or widower.

14. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

15. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

16. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

17. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, Par. 12, Page 227.

18. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

REPORT ON LAND AGREEMENT.

For purposes.

..... project

Sec....., T....., R.....M.

Belonging to.....

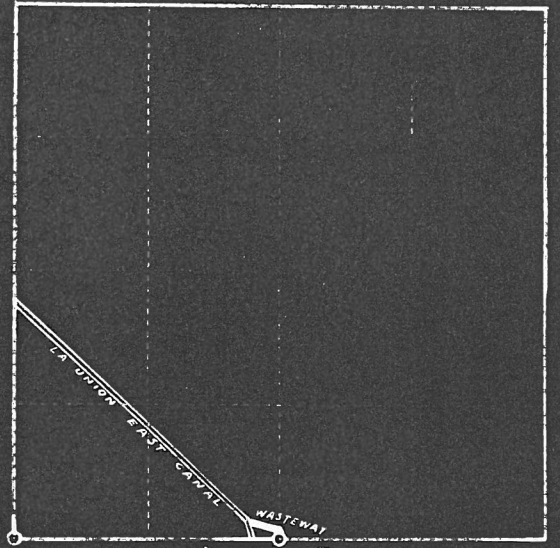
County of.....

State of.....

Submitted by.....

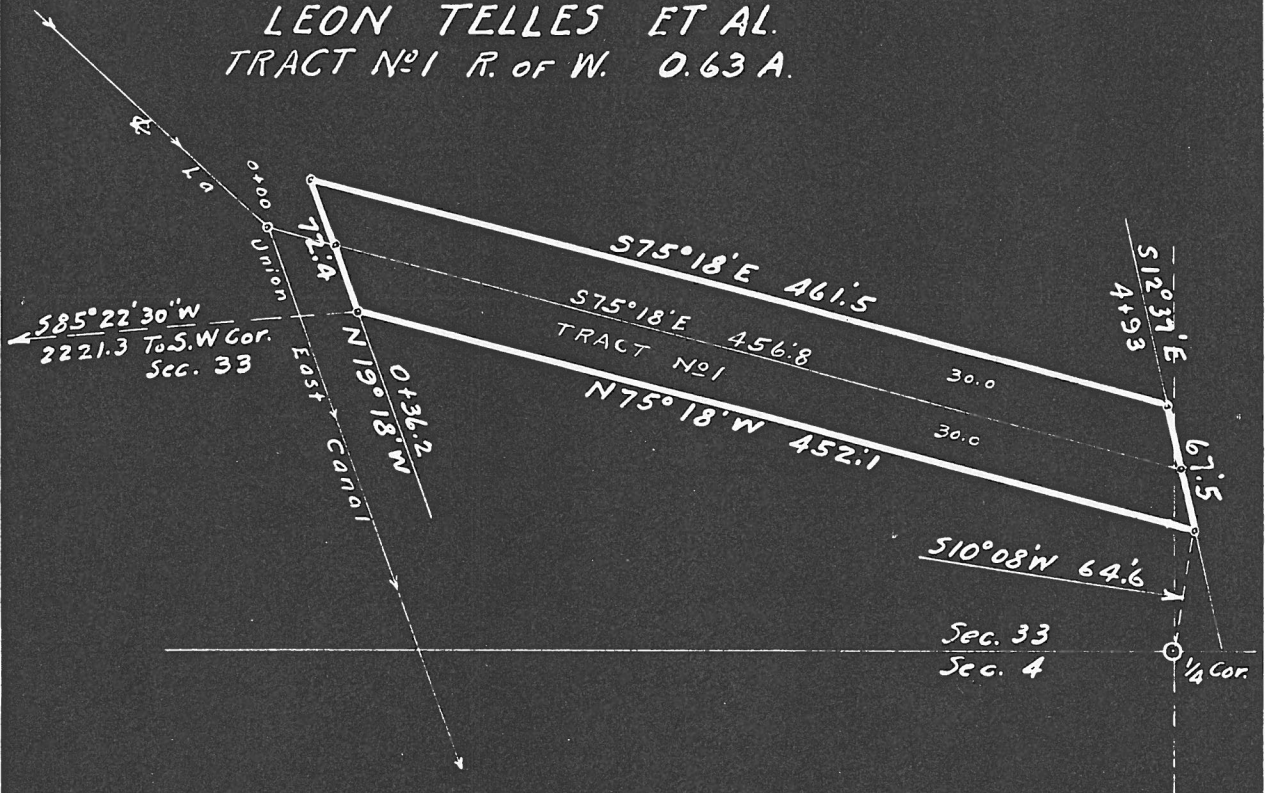
Date191.....

SCALE: 1" = 2000'



LOCATION PLAT
S. 33 .. T. 26S .. R. 3E .. N.M.P.M.

LEON TELLES ET AL.
TRACT N°1 R. of W. 0.63 A.



SCALE: 1" = 100'

DEPARTMENT OF THE INTERIOR.
UNITED STATES RECLAMATION SERVICE.
RIO GRANDE PROJECT- NEW MEXICO-TEXAS
MESILLA VALLEY
LA UNION EAST CANAL WASTEWAY
RIGHT OF WAY

FIELD WORK: CHECKED: G. W. H.
DRAWN: I. M. P. APPROVED:

2236-L-41 | EL PASO, TEX., 2/9/22

Min. Taracion de 1921
Esta Pagado queda en
Espera de la suma perteniente
a este Teapago

Leon S. Gutierrez Teller

Recd received
Feb 14, 1923