

780

TELLES, JUAN N., et. ux., Carlota M. CUITICIAIN DEED SAN FITZARIO WASTENAY

(196)

0023-0082-0016-00  
0023-0082-0017-00

16-(16) Texas, 16-(17) Texas

23

THE STATE OF TEXAS, }  
COUNTY OF EL PASO, }

Know all Men by these Presents:

THAT I, Juan N. Telles,

of the County of El Paso, State of Texas, for and in consideration of the sum of One and no/100(\$1.00) DOLLARS,

to me in hand paid by the United States of America in pursuance of the provisions of the Act of June 17, 1902(32 Stat, 388) of the County of \_\_\_\_\_, and \_\_\_\_\_, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said

The United States of America and its

heirs and assigns all my right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows, to-wit:

A tract of land in the northeast quarter of the northwest quarter of Section Five(5), Township thirty-three(33) south, Range Seven(7) east, U. S. R. S. survey, being also in the San Elizario Grant, and described as follows:

Beginning at a point on the west right of way line of the old San Elizario Ditch being the northeast corner of land of the Grantor herein from which point the northwest corner of said Section Five bears north 67°11' west, 2629.3 feet; Thence with said San Elizario Ditch south 24°40' east 20.2 feet; Thence south 73°35' west 320.6 feet to the property line between land of the Grantor herein and of Andres Martinez; Thence with said property line north 12°50' east 34.4 feet; Thence north 73°35' east 96.9 feet; Thence south 84°16' east 15.9 feet; Thence north 74°48' east with the south line of tract of land of Selea Carrasco, 189.3 feet to the point of beginning; said tract of land containing 0.178 acre, more or less;

TO HAVE AND TO HOLD all my right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said the United States of America and its

heirs and assigns forever.

WITNESS my hand this the 24th day of July, A. D. 191 8

758  
Cured as to Enclosed in Law

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE  
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 191, at

o'clock and minutes M.

Clerk.

By Deputy.

El Paso

THE STATE OF TEXAS, }  
COUNTY OF EL PASO, }

Before me, Geo W Hoadley Notary Public in and for  
El Paso County, Texas, on this day personally appeared Juan N Telles

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 24th day of July, A. D. 1918  
My commission expires June 1st 1919 Geo W Hoadley

Notary Public

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. 19

THE STATE OF TEXAS, }  
COUNTY OF EL PASO, }

I, W D Greet Clerk of the County

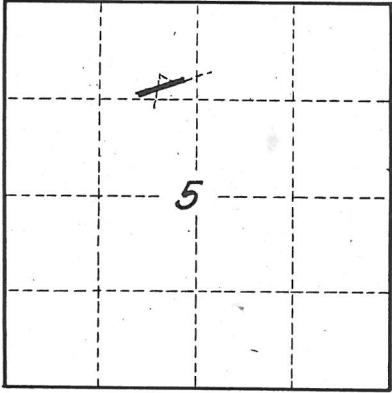
Court of said County, do hereby certify that the above instrument of writing, dated on the 24th day of July, A. D. 1918 with its certificate of authentication, was filed for record in my office this 25th day of July, A. D. 1918, at 4:25 o'clock P. M. and duly recorded the 30th day of July, A. D. 1918, at 4 o'clock P. M. in the records of said County, in Volume 209 on Pages 348

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

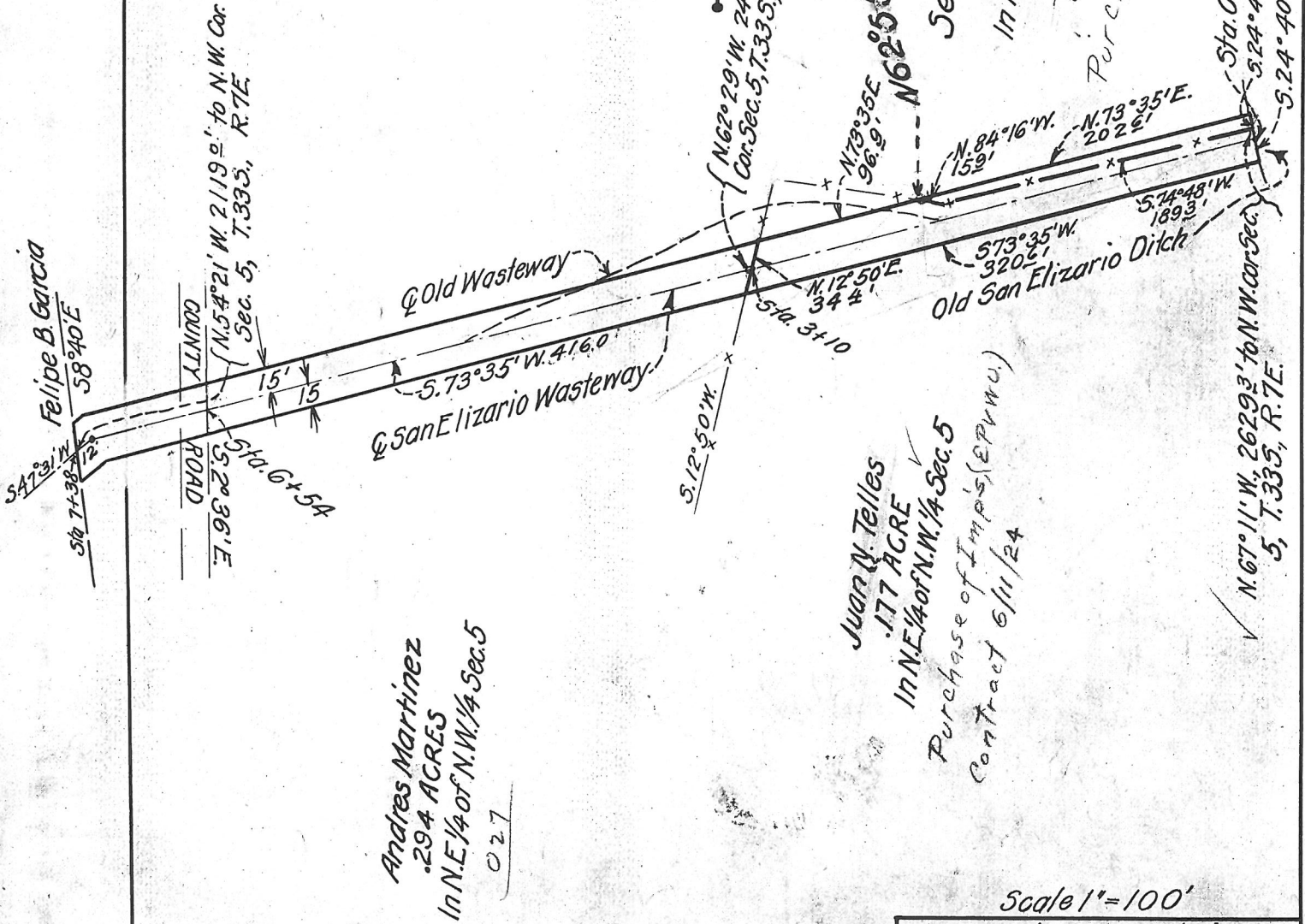
W D Greet  
Clerk County Court, El Paso County, Texas.  
By J W Amador, Deputy.

U. S. R. S. Survey in San Elizario Grant  
El Paso County, Texas

T. 33 S., R. 7 E.



Location Plat

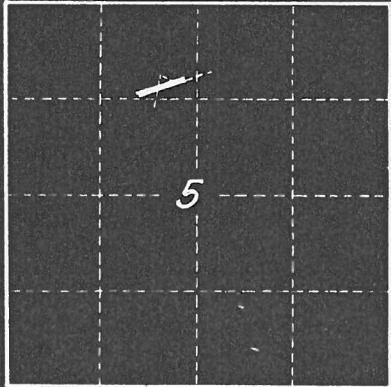


Scale 1" = 100'

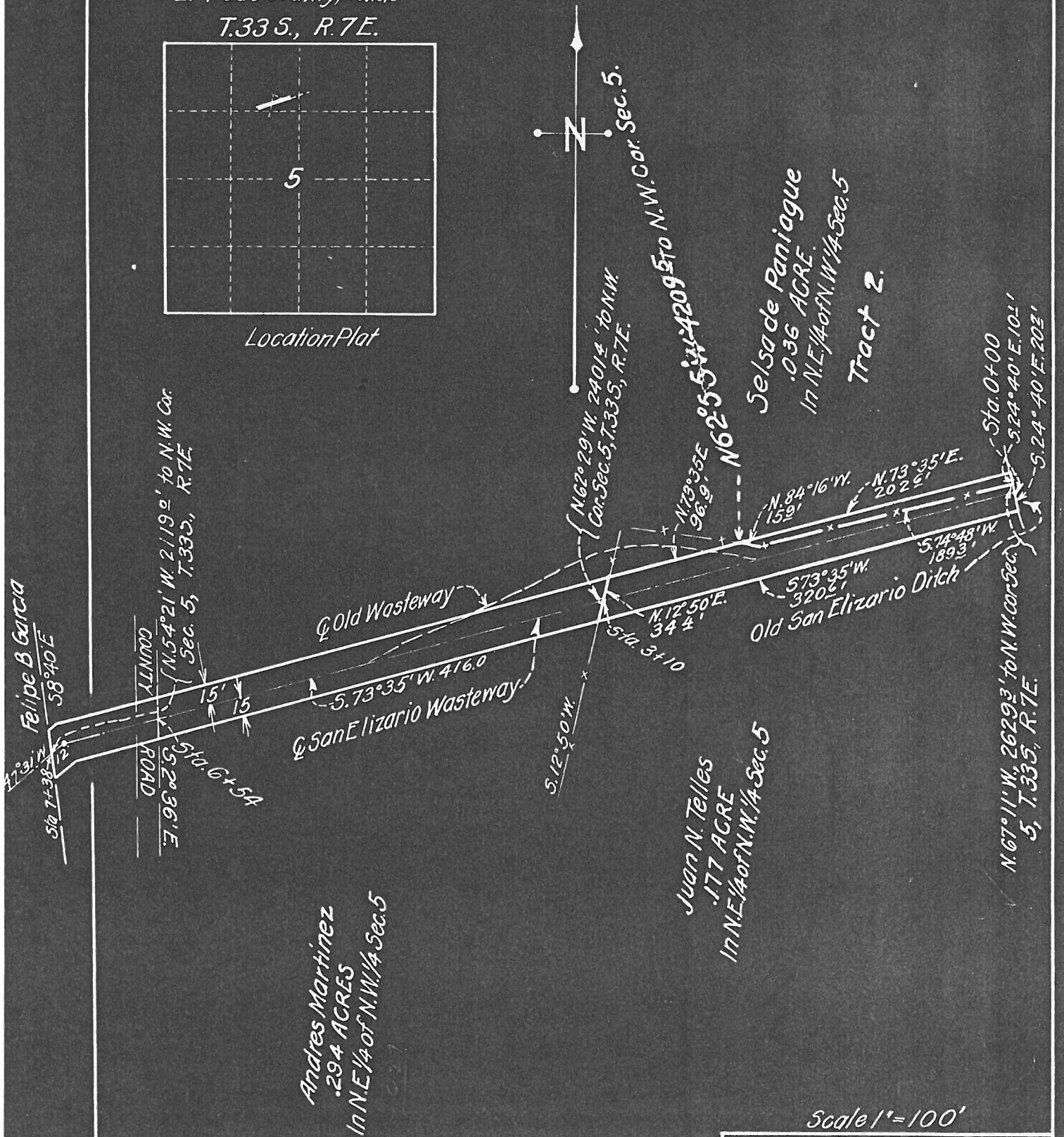
Department of the Interior United States Reclamation Service RIO GRANDE PROJ. N. M. TEX. San Elizario Wasteway RIGHT OF WAY		
Drawn G.A.T. Recommended Checked R.B.D. Approved		
1376-L-62	El Paso, Tex. Jun/10	

U. S. R. S. Survey in San Elizario Grant  
El Paso County, Texas

T. 33 S., R. 7 E.



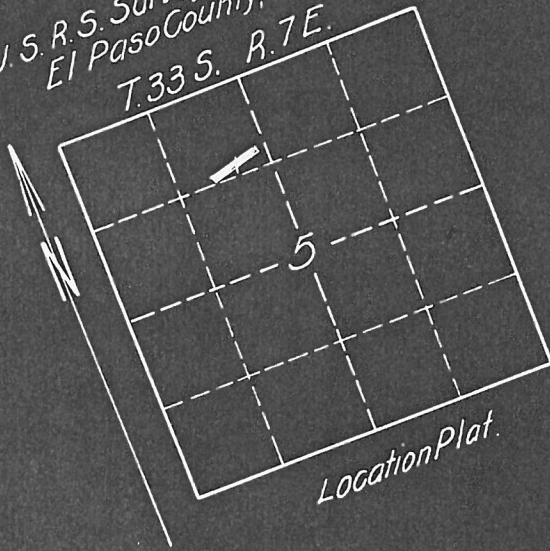
Location Plat



Scale 1" = 100'

Department of the Interior United States Reclamation Service RIO GRANDE PROJ. N. M. TEX. San Elizario Wasteway RIGHT OF WAY	
Drawn G.I.T. Recommended Checked R.B.D. Approved	
1376-L-62	El Paso, Tex. Jun/48

U.S. R.S. Survey in San Elizario Grant  
 El Paso County, Texas  
 T.33 S. R.7 E.



SELISA CARRASCO  
 .036 Acre  
 In NE 1/4 of NW 1/4 Sec. 5

N 67° 11' W 100.00'  
 S 71° 0' E 283.01'  
 N 84° 16' W 15.9'  
 N 73° 35' E 202.6'  
 S 74° 48' W 189.3'

Old San Elizario Ditch

Old Wasteway  
 San Elizario Wasteway

5.12° 50' W  
 516.3+10  
 N. 62° 29' W 2401.4 lb N.W.  
 Cor. Sec. 5, T.33 S. R.7 E.

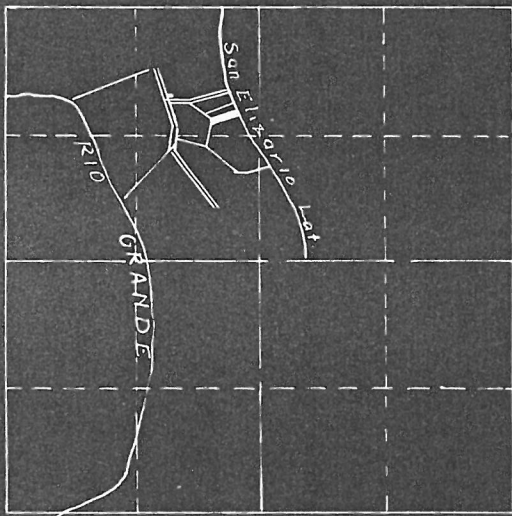
Juan N Telles  
 .117 Acre  
 In NE 1/4 of NW 1/4 Sec. 5

Andres Martinez  
 .294 Acre  
 In NE 1/4 of NW 1/4 Sec. 5

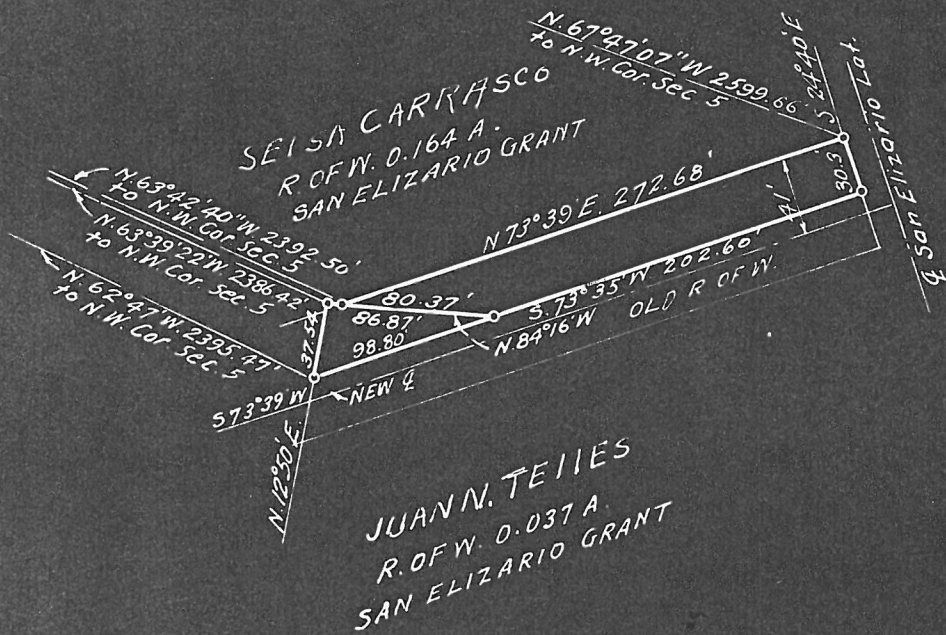
S 2° 36' E  
 COUNTY ROAD  
 S 1/4 6+54  
 S 1/4 7+38  
 S 1/4 21 W 2190' In NW 1/4 Sec. 5  
 N 54° 21' W 735' R 7 E  
 Felipe B Garcia

Scale: 1" = 100'

Department of the Interior  
 United States Reclamation Service  
 RIO GRANDE PROJ. N.M. TEX.  
 San Elizario Wasteway  
 RIGHT OF WAY  
 Drawn A.O.D. Recommended  
 Checked Approved  
 1376-L-62 El Paso Tex Jun/18



SECTION 5, T. 33 S., R. 7 E.  
U.S. R.S. SUR.

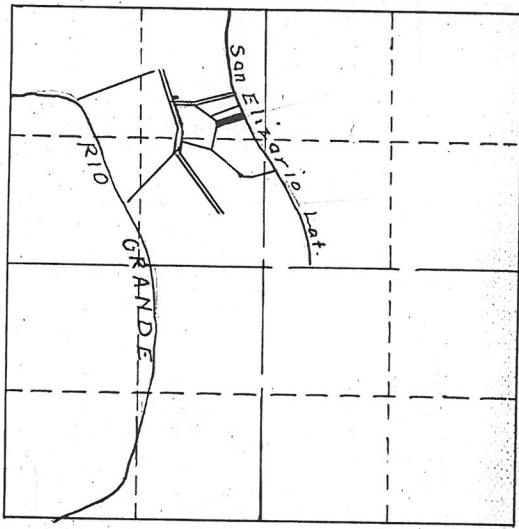


SCALE: 1" = 100'

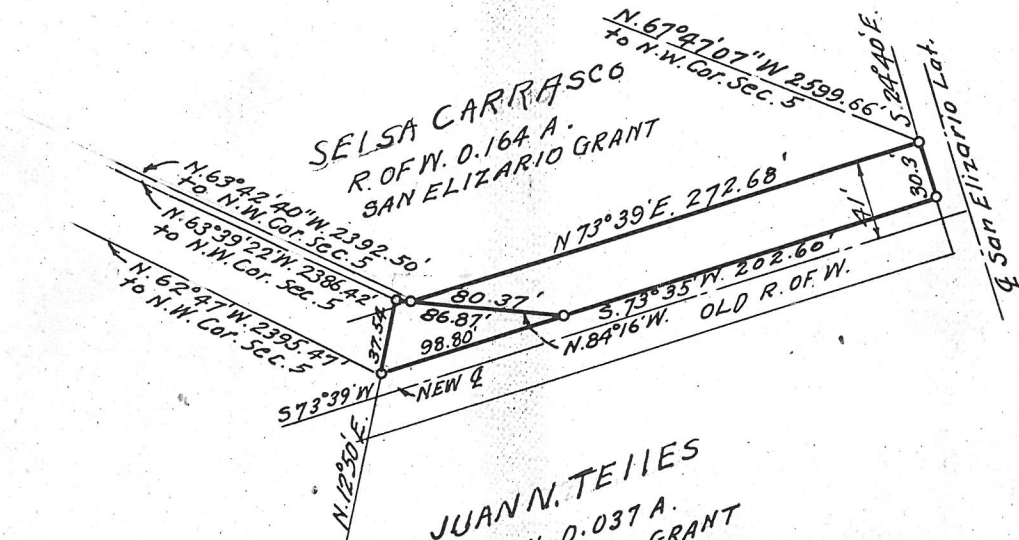
DEPARTMENT OF THE INTERIOR,  
UNITED STATES RECLAMATION SERVICE,  
RIO GRANDE PROJECT- NEW MEXICO- TEXAS  
EL PASO VALLEY  
SAN ELIZARIO WASTEWAY  
RIGHT OF WAY

FIELD WORK: S.A.C. CHECKED: G.V.H.  
DRAWN: A.O.D. APPROVED:

1376-L 62 EL PASO, TEX., 5/1/23



SECTION 5, T. 33 S., R. 7 E.  
U.S. R. S. SUR.



SELSA CARRASCO  
R. OF W. 0.164 A.  
SAN ELIZARIO GRANT

JUANN. TEJES  
R. OF W. 0.037 A.  
SAN ELIZARIO GRANT  
Purchase of Imp's  
Contract 6/11/24

SCALE: 1" = 100'

DEPARTMENT OF THE INTERIOR. UNITED STATES RECLAMATION SERVICE. RIO GRANDE PROJECT- NEW MEXICO- TEXAS EL PASO VALLEY SAN ELIZARIO WASTEWAY RIGHT OF WAY	
FIELD WORK: S.A.C.	CHECKED: G.V.H.
DRAWN: A.O.D.	APPROVED:
1376-L 62	EL PASO, TEX., 5/1/23



DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT New Mexico-Texas

THIS AGREEMENT, made **June 11**, 19**24**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, herein styled the United States, by **L. M. Lawson, Superintendent,** Bureau of Reclamation, thereunto duly authorized, ~~and~~ **Juan N. Telles and Carlota M. Telles, his wife,**

**Vendor,** herein styled ~~Contractor,~~ **their** heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~THIS CONTRACT IS MADE~~

2. For and in consideration of the payments to be made by the United States, as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer and set over to the United States free and clear of any lien or incumbrance, ~~all~~ <sup>all</sup> buildings, fences, ditches, seedings, growing crops, trees, and shrubbery, and any and all other improvements of whatsoever kind or nature, upon, attached to, or growing upon that certain piece or parcel of land situated in the County of El Paso, State of Texas, particularly described as follows, to wit:

Two tracts of land approximately one-quarter (1/4) mile West of San Elizario, Texas, in the Northeast quarter of the Northwest quarter (NE 1/4 NW 1/4) of Section five (5), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey, and being also in the San Elizario Grant, and more particularly described as follows:

TRACT 1: Beginning at a point on the Westerly property line of land of the Vendor, from which point the Northwest corner of said Section five (5) bears North sixty-two (62) degrees forty-seven (47) minutes West two thousand three hundred ninety-five and forty-seven hundredths (2395.47) feet; thence North twelve (12) degrees fifty (50) minutes East thirty-seven and fifty-four hundredths (37.54) feet to a point from which the said Northwest corner of said Section five (5) bears North sixty-three (63) degrees thirty-nine (39) minutes twenty-two (22) seconds West two thousand three hundred eighty-six and forty-two hundredths (2386.42) feet; thence South eighty-four (84) degrees sixteen (16) minutes East eighty-six and eighty-seven hundredths (86.87) feet; thence South seventy-three (73) degrees thirty-five (35) minutes West ninety-eight and eighty-hundredths (98.80) feet to the point of beginning; said tract of land containing thirty-seven thousandths (0.037) of an acre, more or less;

<sup>1</sup>Strike out clause regarding approval of supervisory officer if not applicable.

Corrected to Engineering Data  
Date.....  
A.H.A.

TRACT 2: Beginning at a point on the Westerly right of way line of the San Elizario Canal, and from which point the Northwest corner of said Section five (5) bears North sixty-seven (67) degrees eleven (11) minutes West two thousand six hundred twenty-nine and three-tenths (2629.3) feet; thence South twenty-four (24) degrees forty (40) minutes East twenty and two-tenths (20.2) feet; thence South seventy-three (73) degrees thirty-five (35) minutes West three hundred twenty and sixty-one hundredths (320.61) feet; thence North twelve (12) degrees fifty (50) minutes East thirty-four and four-tenths (34.4) feet; thence North seventy-three (73) degrees thirty-five (35) minutes East ninety-six and nine-tenths (96.9) feet to a point from which the Northwest corner of said Section five (5) bears North sixty-two (62) degrees fifty-five (55) minutes West four thousand two hundred nine and five-tenths (4209.5) feet; thence South eighty-four (84) degrees sixteen (16) minutes East fifteen and nine-tenths (15.9) feet; thence North seventy-three (73) degrees thirty-five (35) minutes East two hundred two and six-tenths (202.6) feet to the Westerly right of way line of the said San Elizario Canal; ~~thence South twenty-four (24) degrees forty (40) minutes East ten and one-tenth (10.1) feet to the point of beginning;~~ said tract of land containing one hundred seventy-seven thousandths (0.177) of an acre, more or less.

3. The Vendor, on behalf of themselves, their heirs and assigns, release, acquit, and discharge the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcels of land and from the construction, operation and maintenance thereon of works pertaining to the Bureau of Reclamation.

4. In consideration whereof, the United States agrees to pay the Vendor the sum of Thirty-five and no/100  
(\$35.00) Dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things herein stated.

5. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across lands herein referred to in stock, subscription contract with El Paso Valley Water Users' Association.

6. The Vendor will furnish, before payment, satisfactory evidence that they are the owners of said improvements, and the land on which the same are situated, and that the same are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which they may have in their possession, for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

7. The Vendor, upon request by the proper officials of the Bureau of Reclamation, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Bureau of Reclamation are necessary to show good title, unincumbered, in the Vendor to the property purchased.

8. Liens or incumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence of any lien or incumbrance over this agreement, nor as an assumption of the same by the United States.

9. The United States agrees to permit the Vendor to retain possession of the strips or parcels of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after date hereof, unless prior thereto it becomes necessary to occupy said strips of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified they will immediately yield and deliver up the possession of said strips of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

**Vendor**

10

~~XXXXXX~~  
The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business with others than the Government.  
~~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.~~

~~For and in consideration of the faithful performance of this contract, the Contractor shall be paid~~

~~No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.~~

In the performance of this contract no person shall be employed who is undergoing a sentence of imprisonment at hard labor imposed by any municipal, territorial, or State court having criminal jurisdiction.

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

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

THE UNITED STATES OF AMERICA,

L. M. Lawson

By

Superintendent, Bureau of Reclamation.

Witnesses to mark:

Geo. W. Hoadley

A. R. Hoadley

Juan N. Teller

Carlota M. Teller

her mark

Vendor

\* By

P.O. Address

San Elizario, Texas.

Approved:

(Date)

, 19

\* See pars. 6 and 7, Instructions, over.

16-16 Texas

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas AUG 24 1918

, 19

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

Subject: Forwarding ~~contract~~ <sup>Donation deed for approval.</sup> for approval.

The contract described below is forwarded herewith.

~~Deed~~  
Agreement dated July 24 1918 Rio Grande Project.

Executed by Juan B Felles  
with the United States of America.

Estimated amount involved, \$ 0 (See Reverse Par. 3.)  
Authority No. 5-0-2.

Purpose of agreement:  
Donation of right of way for San Elisario Waterway.

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.  
Incls.: Original deed, Certificate as to title, 1 blueprint  
E M LAWSON

(Signature.)

Denver, Colo., , 19

It is recommended that the above-described contract be approved

Inclosures:

- ..... copies of contract.
- ..... copies of form letters of transmittal.

Chief of Construction.

Washington, D. C., SEP 9 - 1918

Contract (and bond, if any), was approved by ~~accepted by~~  
on Morris Bien, Acting Director

SEP 3 '18 86240

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

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

\_\_\_\_\_, Bureau of Reclamation.

Subscribed and sworn to before me at \_\_\_\_\_

[OFFICIAL SEAL] this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_ My commission expires \_\_\_\_\_

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

INSTRUCTIONS

- 1. Before having contract executed; field officials must see that instructions in the Manual have been fully complied with, and that all clauses such as patent, eight hour, and others applicable to the contract and required by the regulations are inserted therein.
- 2. Every contract for construction or repair of a public work is required by law to be supported by bond. (Pages 206-208, Manual.)
- 3. The post-office address of the contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
- 4. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this agreement. A general statement that "erasures and interlineations were made before execution" is not sufficient.
- 5. Only one copy of a contract should be executed, unless the Contractor requests an executed copy for his files, in which case the contract may be executed in duplicate.
- 6. A contract with a firm should describe the Contractor in the preamble as: "\_\_\_\_\_ and \_\_\_\_\_, partners, doing business under the firm name and style of \_\_\_\_\_," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Partner" or "Member of firm."
- 7. A contract with a corporation should describe the Contractor in the preamble as: "\_\_\_\_\_ a corporation duly organized under the laws of the State (or Territory) of \_\_\_\_\_." The signature should be in the following form: "\_\_\_\_\_ by \_\_\_\_\_" (giving official designation), and the corporate seal should be affixed.
- 8. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished, with statement that it is still effective.
- 9. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.

CERTIFICATE.

I HEREBY CERTIFY, With reference to the following described land:

A tract of land in NE $\frac{1}{4}$  of NW $\frac{1}{4}$  sec. 5, T. 33 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, More particularly described in quitclaim deed dated July 24, 1918, running from Juan N. Telles to the United States of America:

That the land is not taxed in the name of Juan N. Telles, deed running to the present owner not having been recorded until January 14, 1918, said deed being dated January 3, 1917; that the land is not homestead property; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

C F HARVEY

Assistant District Counsel.

El Paso, Texas,  
August 13, 1918.

CH

El Paso, Texas, July 25, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith are two quit claim deeds,  
running from L. A. Foix to the United States and dated  
July 21, 1918, and running from Juan N. Telles to the  
United States and dated July 24, 1918.

Very truly yours,

J. W. DENT CPH

District Counsel.

2 incls.



DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

6-5202

Rio Grande Project

El Paso, Texas, June 13, 1924.

(Place) (Date)

Project Manager to: District Counsel

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated June 11, 1924.

With Juan N. Telles and Carlota M. Telles, his wife,

Estimated amount involved, \$35.00 Authority No. 4-22G-R3

Accompanied by bond and copies of this contract. Authority No. 4-22G-R3  
(Insert "Yes" or "No" in bond) No bond on Clearing Acct.

Purpose: Purchase of improvements on 0.214 of an acre of land granted for canal purposes by stock subscription contract with water users' association. Land required for San Elizario Wasteway. Amount of \$35.00 is for 7 pear trees at \$5.00 each, which were on right of way.

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.

Inclosures as follows:

- Original and 4 copies of contract
- " " 2 " certificate of recommendation
- " " 2 " possessory certificate
- " " 3 " f.l.t.
- " " 2 " certificate as to title

3 blueprints

*J. H. Hamilton*  
Superintendent  
(Signature)

El Paso, Texas, June 13, 1924

(Place) (Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by J. H. Hamilton

on June 13, 1924

Clerk ~~District Counsel~~

Inclosures as follows returned to Project Manager:

6-5266

(Same as above)

Remarks:

DEPARTMENT OF THE INTERIOR

6-0385

6. The office in which the contract originates should list all inclosures in the space provided.
5. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, giving dates, stating whether a telegram or letter, and from and to whom.
4. With every contract submitted involving an expenditure the authority number (Form 7-681) or clearing account to which charges will be made must be given in the space provided on this form letter (see paragraph 41, page 214a, Volume 1 of Manual). The amount of probable expenditure or collection must also be shown (see paragraph 11, page 204, Volume 1 of Manual). Where it is necessary for the Government to perform work as a part of the consideration, an estimate of the cost of such work should be given above under "Remarks" (see paragraph 61, page 219, Volume 1 of Manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate submitted with the contract.
3. When the district counsel approves the contract as to form, execution, and legal sufficiency, he will indorse such approval on the directors' and the chief engineer's copies of the contract. The original, director's, chief engineer's, and returns office copies of the contract will then be returned by the district counsel, with three (3) copies of this form letter, to the project manager, who will handle the contract as provided in paragraph 5 of C. L. 969, as amended by C. L. 980, 1002, 1029, 1062, and 1092a.
2. The office in which the contract originates will transmit to the district counsel, (a) the original contract, (b) the director's copy, (c) chief engineer's copy, (d) returns office copy, and (e) district counsel's copy of the contract. There should accompany the contract when transmitted to the district counsel, original and three (3) copies (4 in all) of this form.
1. This form shall be used by project managers and others duly authorized in transmitting to district counsel for approval as to form, execution, and legal sufficiency contracts listed under paragraph 4 of C. L. 969, as amended by C. L. 980.

INSTRUCTIONS.

The above-described contract and form, if approved as to form, execution, and legal sufficiency of the above, shall be returned to Project Manager as follows:

Original and 4 copies of contract	3	"	"
Certificate of consideration	3	"	"
Director's copy	3	"	"
Chief Engineer's copy	3	"	"
3 Reproduction	3	"	"

*[Handwritten signature]*  
 Superintendent  
 (Signature)

MI 1934, Texas, June 13, 1934  
 The above-described contract and form, if approved as to form, execution, and legal sufficiency by  
 J. N. Hamilton  
 Clerk  
 June 13, 1934

(Same as above)

Remarks :

CERTIFICATE AS TO TITLE

I HEREBY CERTIFY, with reference to the following described land:

Two tracts of land containing a total of 0.214 of an acre, more or less, in the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section five (5), Township thirty-three (33) South, Range seven (7) East, N.M.P.M., Bureau of Reclamation survey, El Paso County, Texas, and more particularly described in agreement with Juan N. Telles and Carlota M. Telles, his wife, dated June 11, 1924;

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors, who are the reputed owners, are the actual owners, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land,

J. H. Hamilton  
Clerk

El Paso, Texas, June 13, 1924.

**CERTIFICATE**

I HEREBY CERTIFY that the land described in the agreement dated June 11, 1924, with Juan N. Telles and Carlota M. Telles, his wife, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the San Elizario Westway, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$35.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson  
Superintendent.

El Paso, Texas, June 12, 1924.

POSSESSORY CERTIFICATE

*Hotel Union*

I, Geo. W. Hoadley, Assistant Engineer, Bureau of Reclamation, hereby certify that I have personally examined the land sought to be acquired by the United States from Juan N. Telles and Carlota M. Telles, his wife, in the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section five (5), Township thirty-three (33) South, Range seven (7) East, N.M.P.M., Bureau of Reclamation survey, El Paso County, Texas, for the 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 of the improvements thereon, 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

El Paso, Texas, June 12, 1924.