agreered trees tool feet to the place of Seguning, expressly-

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This indenture made this the 15th day of April A. D. 1890 between the East El Paso Town Company, a corporation, duly incorporated under the laws of the State of Texas, acting herein by W. M. James, its President, who is specially hereunto authorized by a resolution of its Board of Directors to sign these presents, and the El Paso Irrigation Company a corporation duly incorporated under the laws of the State of Texas, acting herein by Allen Blacker, its President who is specially authorized, by a resolution of its Board of Directors to sign these presents.

WITNESSETH:

That the said East El Paso Town Company, for and in consideration of the promises, agreements and covenants by the said El Paso Irrigation Company as hereinafter stated, to be kept and performed has given and granted to the said El Paso Irrigation Company, for the period of fifty (50) years, from the 6th day of July A. D. 1889 an easement and right of way to construct maintain and operate a canal for irrigation to, in, over and through the following portion of its grounds and property, as follows: Beginning at a point on the West boundary line of the lands of the East El Paso Town Company distant in a Southerly direction one hundred and fifty five (155) feet from the South line of Rivers Street, thence in an Easterly direction parallel with said Rivera Street to the East boundary line of the lands of the East El Paso Town Company, thence southerly along the said East boundary line fifty feet (50), thence in a Westerly direction parallel with said Rivera Street to the said West boundary line, thence in a Northerly premoution to records

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direction fifty (50) feet to the place of beginning, expressly reserving from the operation of this resolution the lands known as the Bishop Bleck or tract of land, the fee and control of which is not in the said East El Paso Town Company. In consideration whereof, the said El Paso Irrigation Company, for itself and assigns does covenant and agree with the said East El Paso Town Company that it will do and perform as follows: First: That whenever notified by the Board of Directors of said East El Paso Town Company, so to do, it will over saidCanal, at all cross Streets construct good wagon bridges, not less than twenty feet wide, and maintain the same at its own expense, in equally good condition and that it will at once construct such bridges on the line of Estrella and Grama Streets. Second: That said El Paso Irrigation Company shall be liable for and shall hold the East El Paso Town Company harmless from any and all damages, costs and expenses of all kinds growing out of the construction maintenance or repair of all bridges and highways covering said canal, and from overflows, breaks or other damages from said canal or negligence of said Irrigation Com-Third: That it will not discriminate in the pany or its Agents. use or sale of water against the inhabitants of said East El Paso claiming title under the East El Paso Town Company, but that the said inhabitants shall have the right to use the water of said Canal at reasonable times by paying therefore at the rate not to exceed ten (10) cents per thousand Cubic Feet (1000 ou ft) when lots are used singly or in less quantities than half a block, and at a rate not to exceed seven and one half (72) cents per thousand cubic feet to any person using a solid tract of land or one half block or more, the maximum price of water connection is hereby fixed at twelve and one half (121) dollars each which will entitle the holder or holders of said connection to water not exceeding five acres in a body. Two blocks being regarded as five acres; Provided that this price for

direction fifty (50) feet to the place of beginning, expressly reserving from the operation of this resolution the lands known as the Bishop Block or tract of land, the fee and control of which is

water connections shall govern only until said Irrigation Company shall have sold connections to the amount of ten thousand (10,000) acres after which time the price paid shall conform to the market price of water connections. The said inhabitants shall be treated in all respects the same as the most favored consumers of water under similiar circumstances, except as to the City of El Paso. Fourth: Any such discrimination or over charge shall subject said Irrigation Company to a forfeiture of all rights, grants, franchises, privileges and powers herein conferred. Fifth: That should it fail neglect or refuse to operate said irrigation canal, or should it allow said canal to remain dry, when there is water in the river, for the space of three continuous months, it shall forfeit all rights, privileges and franchises, herein granted.

W. M. James, Pres. E. El Paso Town Co.

(SEAL)

The State of Texas )

County of El Paso ) Before me. Graham Smith, a Notary Public,

in and for said County and State, on this day personally appeared

W. M. James, 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 15th day of April A. D. 1890.

Graham Smith, Notary Public in & for El Paso Co. Tex.

(SEAL)

Filed for record January 28" 1898 at 11:06 A. M.) Park W. Pitman, C. Clerk Recorded February 4" 1898 at 11:45 A. M. ) By B. F. Wade, Deputy.

wother connections shall govern only until said Irrigation Core and shall have sold connections to the smount of ten thousand (10,000) shall have sold connections to the smount of ten thousand (10,000) agrees after which time the price paid shall conform to the market agrees after which time the price paid shall conform to the market

The State of Texas )

County of El Paso ) I, Park W. Pitman, Clerk of the County

Court of El Paso County, Texas, do hereby certify that the foregoing is a true and correct copy of the record of the DEED, from

East El Paso Town Company by its President W. M. James, to

the El Paso Irrigation Company, dated the 15th day of April A. D.

1890, as the same appears of record in Book 38 Page 357 of the

Deed Records of said County.

Given under my hand and seal of said Court, at office in El Paso, this the 26th day of September, A. D. 1912.

ATTEST: Park W. Pitman, County Clerk
BY L. C. Bowles, Deputy.