

780 DAVIS, THOMAS F., et. al. 064 WARRANTY DEED FRANKLIN CANAL HEADGATE 0023-0068-0004-60 Dec 1921 1-(4) Texas 780

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That I, Thomas P. Davis, individually, and as attorney in fact for Mrs. Philip H. Sheridan, Mrs. Joseph H. Cummins, and James Hart Davis, by virtue of a power of attorney recorded in Book 336, page 531, Deed Records

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

Seven Hundred Forty-five and 56/100 (\$745.56)

DOLLARS,

to ~~me~~ in hand paid by the United States of America, acting pursuant to the Act of June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplementary thereto,

the receipt of which is hereby acknowledged

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

of the County of ~~El Paso~~ and ~~of~~ El Paso, all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit: A tract of land situated in the westerly limits of the City of El Paso, Texas, and being also a part of the James S. Hart Homestead and more particularly described as follows: Beginning at a point which is the most westerly corner of the tract herein described, from which point a concrete post about two feet above ground on the east side of the Hart Monument bears north seventy-one degrees (71°) fifteen minutes (15') forty-five seconds (45") east five hundred seventy-five and eight-tenths (575.8) feet; thence south eighty-five degrees (85°) thirty-one minutes (31') forty-five seconds (45") east three hundred twenty-nine and six-tenths (329.6) feet; thence north eighty-two degrees (82°) thirteen minutes (13') forty-five seconds (45") east two hundred twenty-seven and eight-tenths (227.8) feet to a point on the boundary line between the land of the James Hart estate and El Paso Pioneer Association, from which last named point the said concrete post on the east side of the said Hart monument bears north two degrees (2°) fifty-two minutes (52') west one hundred eighty and one-tenth (180.1) feet; thence with said boundary line south forty-two and nine-tenths (42.9) feet; thence south eighty-six degrees (86°) forty-four minutes (44') fifteen seconds (15") west two hundred twenty-six and two-tenths (226.2) feet; thence north eighty-five degrees (85°) thirty-one minutes (31') forty-five seconds (45") west three hundred twenty-six and nine-tenths (326.9) feet; thence north six degrees (6°) eleven minutes (11') forty-five seconds (45") west twenty-five and four-tenths (25.4) feet to the point of beginning, containing thirty-six hundredths (0.36) acre, more or less; excepting therefrom any land or rights heretofore acquired from the James Hart estate, the Franklin Canal Company, or any other person, and at present being the property of the United States;

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

The United States of America, its successors

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

The United States of America, its successors

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

WITNESS my hand at El Paso, Texas, this Thirtieth day of

June, A. D. 19 22.

Witnesses at Request of Grantor

100 Rev Stamps

Thomas P. Davis
Individually and as
Attorney in fact for Mrs. Philip H. Sheridan, Mrs. Joseph H. Cummins,
and James Hart Davis.

Corrected as to Engineering Data

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME,

J. F. Braney

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

personally appeared

Thomas F. Davis individually and as attorney in fact for Mrs. Phillip T. Sheridan Mrs. Joseph M. Cummings and James Hart Davis

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 and in the capacity above and therein expressed

Given under my hand and seal of office, this 13th day of June A. D. 1922

J. F. Braney
Notary Public in and for
El Paso Co. Texas

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me,

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

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS.

COUNTY OF EL PASO.

W. D. Breet

Clerk of the County,

Court of said County, do hereby certify that the above instrument of writing, dated on the 13th day of June, A. D. 1922 with its certificate of authentication, was filed for record in my office this 17th day of June, A. D. 1922, at 11:15 o'clock A. M. and duly recorded the 21st day of June, A. D. 1922, at 8:18 o'clock A. M. in the records of said County, in Volume 344 on Pages 768

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. Breet

Clerk County Court, El Paso County, Texas.

By *Florence C. Brock*, Deputy.

ARRANTY DEED

Wife's Separate Acknowledgment

June 17 1922

o'clock A. M.

W. D. Breet

Clerk.

El Paso County, Texas.

F. C. Brock

Deputy.

FOR PRINTING CO., EL PASO

120
49128
THE STATE OF TEXAS
COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

That we, JOSEPH M. CUMMINS, individually and as independent executor of the estate of Thomas F. Davis, deceased, EILEEN HART DAVIS CUMMINS, wife of Joseph M. Cummins, Isabel McGunnegle Perkins, a feme sole, and James Hart Davis, for and in consideration of the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) paid and secured to be paid by ALFONSO LOPEZ as follows:

(1) THREE THOUSAND DOLLARS (\$3,000.00) cash to us in hand paid by the said ALFONSO LOPEZ, receipt of which is hereby acknowledged and confessed; and

(2) FIVE THOUSAND DOLLARS (\$5,000.00) represented by one note of even date herewith in the principal sum of \$5,000.00, executed by the said Alfonso Lopez, payable to the order of JOHN D. WILLIAMS, Trustee for Joseph M. Cummins, individually and as executor of the estate of Thomas F. Davis, deceased, Eileen Hart Davis Cummins, wife of Joseph M. Cummins, Isabel McGunnegle Perkins and James Hart Davis, bearing interest at the rate of five per cent (5%) per annum, the principal and interest of said note being payable in monthly installments of SEVENTY-FIVE and NO/100 (\$75.00) DOLLARS, the first monthly installment becoming due one month from date hereof, and a like monthly installment becoming due on the same day of each and every month thereafter until the full and final payment of said note, both as to principal and interest; and further providing that the maker has the privilege of paying \$75.00, or any multiple thereof in advance on any monthly payment date; and said note providing further for the acceleration of maturity, at the election of the holder, in default of any monthly installment; and further providing for ten per cent (10%) attorney's fees, if placed in the hands of an attorney for collection, or if suit be brought thereon, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said ALFONSO LOPEZ all that certain property located in the County of El Paso, State of Texas, more particularly described as follows:

A tract of land containing 3.95 acres, more or less, being a portion of the Hart Homestead, located in El Paso County, Texas; Beginning at a pipe set at the intersection of the South line of Hart Mill Road with the West line of the River Levee Road and is 25 ft. from the Center line; Thence South 20 deg. 46' E. 200 ft. and along the West Right-of-way line of the River Road to a point; Thence South 55 deg. 31' East 119 ft. and along said River Road to a point; Thence South 46 deg. 51' East 120.1 ft. and along said River Road to a pipe; Thence South 55 deg. 31' East 98.4 ft. and along the West line of River Road to an old pipe set in the East line of the Hart Homestead; Thence South 0 deg. 28' West 61.6 ft. and along the East line of Hart Homestead to a point in the Northerly right-of-way line of the U.S.R.S. Canal; Thence South 82 deg. 43' 00" West 227.8 ft. and along the U.S.R.S. R.Way to a Con. Mon.; Thence North 85 deg. 03' West 220.64 ft. and along the U.S.R.S. R.Way to a point in the East right-of-way line of the All American Canal; Thence North 21 deg. 11' West 456.52 ft. and along a fence and the All American Canal to a point; Thence North 18 deg. 36' West 13.12 ft. and along the All American Canal fence to a pipe; Thence North 80 deg. 24' East 262.25 ft. to a pipe; Thence North 18 deg. 40' East 35.09 ft. to a point in the South line of Hart Mill Road 15 ft. in width; Thence North 59 deg. 24' East 27.0 ft. and along the South line of Hart Mill Road, to the place of beginning, containing 3.95 acres.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto the said ALFONSO LOPEZ, his heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors, administrators and successors to warrant and forever defend all and singular the said premises unto the said ALFONSO LOPEZ, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, with the exception of taxes that have accrued against the above described property for the year 1944.

But it is understood and agreed that the Vendor's Lien is retained against the above described premises and improvements until the above described note and all interest thereon has been fully paid, according to its face and tenor, effect and reading, when this deed shall become absolute.

It is further agreed and understood that upon the full payment of the above described note to JOHN D. WILLIAMS, Trustee, as above set out, the said JOHN D. WILLIAMS, Trustee, as above

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a tract of land containing 3.95 acres, more or less, being a portion of the Hart Homestead, located in El Paso County, Texas; Beginning at a pipe set at the intersection of the South line of Hart Mill Road with the West line of the River Levee Road and is 25 ft. from the Center line; Thence South 20 deg. 46' E. 200 ft. and along the West Right-of-way line of the River Road to a point; Thence South 35 deg. 31' East 119 ft. and along said River Road to a point; Thence South 46 deg. 51' East 120.1 ft. and along said River Road to a pipe; Thence South 55 deg. 31' East 98.4 ft. and along the West line of River Road to an old pipe set in the West line of the Hart Homestead; Thence South 0 deg. 15' West 31.6 ft. and along the West line of Hart Homestead to a point in the Northerly right-of-way line of the U.S.R.S. Canal; Thence South 85 deg. 10' East 227.2 ft. and along the U.S.R.S. R.Way to a point; Thence North 85 deg. 02' West 227.2 ft. and along the U.S.R.S. R.Way to a point in the East right-of-way line of the All American Canal; Thence North 21 deg. 11' West 456.52 ft. and along fence and the All American Canal to a point; Thence North 18 deg. 36' West 13.1 ft. and along the All American Canal fence to a pipe; Thence North 18 deg. 24' East 262.25 ft. to a pipe; Thence North 18 deg. 24' East 25.09 ft. to a point in the South line of Hart Mill Road 25 ft. in width; Thence North 17 deg. 24' East 27.0 ft. and along the South line of Hart Mill Road, to the place of beginning, containing 3.95 acres.

TO HAVE AND TO HOLD the above described premises together with all the rights and appurtenances thereto in any wise appertaining unto the said ALFONSO LOPEZ, his heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors, administrators and successors to warrant and forever defend all and singular the said premises unto the said ALFONSO LOPEZ, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, with the exception of taxes that have accrued against the above described property for the year 1944.

But it is understood and agreed that the Vendor's Lien is retained against the above described premises and improvements until the above described note and all interest thereon has been fully paid, according to its face and tenor, effect and reading, when this deed shall become absolute.

It is further agreed and understood that upon the full payment of the above described note to JOHN D. WILLIAMS, Trustee, as above set out, the said JOHN D. WILLIAMS, Trustee, as above

set out, may release the lien above reserved, as well as other liens on said property securing the payment of said note without the necessity of the joinder of the undersigned grantors.

WITNESS our hands this 7th day of ~~February~~ March,

A. D. 1944.

Joseph M. Cummins
JOSEPH M. CUMMINS, individually
and as Independent Executor of
the Estate of Thomas F. Davis,
deceased.

Eileen Hart Davis Cummins
EILEEN HART DAVIS CUMMINS

Isabel McGunagle Perkins
ISABEL MCGUNAGLE PERKINS

James Hart Davis
JAMES HART DAVIS

THE STATE OF Florida
COUNTY OF Pineles

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOSEPH M. CUMMINS, 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, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th
day of ~~February~~ March, A. D. 1944.

Wilfred E. Moore
Notary Public in and for

Notary Public, State of Florida at large,
My Commission expires Feb. 23, 1945.
Bonded by American Surety Co. of N. Y.

My Commission Expires

THE STATE OF Florida
COUNTY OF Pineles

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EILEEN HART DAVIS CUMMINS, wife of Joseph M. Cummins, 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 EILEEN HART DAVIS CUMMINS, 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 7th
day of ~~February~~ March, A. D. 1944.

Wilfred E. Moore
Notary Public in and for
County

Notary Public, State of Florida at large,
My Commission expires Feb. 23, 1945.
Bonded by American Surety Co. of N. Y.

My Commission Expires

THE STATE OF California
COUNTY OF Santa Barbara

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ISABEL McGUNNEGLE PERKINS, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of February, A. D. 1944.
March

Fred A Washburn
Notary Public in and for Santa Barbara County, California

My Commission Expires Sept 12, 1946

THE STATE OF California
COUNTY OF Alameda

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES HART DAVIS, 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 14th day of February, A. D. 1944.
March

Forest Haines
Notary Public in and for Alameda County

My Commission Expires March 6, 1946

WARRANTY DEED
49128
JOSEPH M. CUMMINS, Indv. &
as Executor of the Est. of
Thos. D. Davis, Decd., Eileen
Hart Davis Cummins, Isabel
McGunnegle Perkins & James
Hart Davis

-to-
ALFONSO LOPEZ

FILED FOR RECORD

MAR 27 1944
at 2:05
AND RECORDED
APR 3, 1944

at 9 o'clock
P. D. LOWRY, County Clerk
BY Act. J. J. Duncanson

Mar 7/44

760/220

THE STATE OF California
COUNTY OF Santa Barbara

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ISABEL MCGUNNEGLE PERKINS, a feme solo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of February, A. D. 1944.
March

Fred A. Westburne
Notary Public in and for Santa Barbara County, California

My Commission Expires September 1946

THE STATE OF California
COUNTY OF Alameda

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES HART DAVIS, 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 14th day of February, A. D. 1944.
March

Robert P. Higgins
Notary Public in and for Alameda County

My Commission Expires March 6, 1944

MAR 11 1944
JOSEPH A. O'NEILL, Indv. &
as Executor of the Est. of
Thos. J. Davis, Deed. Willson
Hart Davis Perkins, Isabel
McGunnegle Perkins & James
Hart Davis

-to-

ALFONSO LOPEZ

FILED FOR RECORD

MAR 21 1944
AT 2:05 P.M. CLERK

1.00
april 3, 1944

AT 9 o'clock A.M.
P. D. LOWRY, County Clerk

BY W. J. Davis DEPUTY

Mar 7/44

220

4928 760/220

THE STATE OF TEXAS

COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

That we, JOSEPH M. CUMMINS, individually and as independent executor of the estate of Thomas F. Davis, deceased, EILEEN HART DAVIS CUMMINS, wife of Joseph M. Cummins, Isabel McGunnegele Perkins, a feme sole, and James Hart Davis, for and in consideration of the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) paid and secured to be paid by ALFONSO LOPEZ as follows:

(1) THREE THOUSAND DOLLARS (\$3,000.00) cash to us in hand paid by the said ALFONSO LOPEZ, receipt of which is hereby acknowledged and confessed; and

(2) FIVE THOUSAND DOLLARS (\$5,000.00) represented by one note of even date herewith in the principal sum of \$5,000.00, executed by the said Alfonso Lopez, payable to the order of JOHN B. WILLIAMS, Trustee for Joseph M. Cummins, individually and as executor of the estate of Thomas F. Davis, deceased, Eileen Hart Davis Cummins, wife of Joseph M. Cummins, Isabel McGunnegele Perkins and James Hart Davis, bearing interest at the rate of five per cent (5%) per annum, the principal and interest of said note being payable in monthly installments of SEVENTY-FIVE and 10/100 (\$75.00) DOLLARS, the first monthly installment becoming due one month from date hereof, and a like monthly installment becoming due on the same day of each and every month thereafter until the full and final payment of said note, both as to principal and interest; and further providing that the maker has the privilege of paying \$75.00, or any multiple thereof in advance on any monthly payment date; and said note providing further for the acceleration of maturity, at the election of the holder, in default of any monthly installment; and further providing for ten per cent (10%) attorney's fees, if placed in the hands of an attorney for collection, or if suit be brought thereon, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said ALFONSO LOPEZ all that certain property located in the County of El Paso, State of Texas, more particularly described as follows:

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set out, may release the lien above reserved, as well as other liens on said property securing the payment of said note without the necessity of the joinder of the undersigned grantors.

WITNESS our hands this 7 day of ~~February~~ March,

A. D. 1944.

Joseph M. Cummins
JOSEPH M. CUMMINS, individually and as Independent Executor of the Estate of Thomas F. Davis, deceased.

Eileen Hart Davis Cummins
EILEEN HART DAVIS CUMMINS

Isabel McGunegle Perkins
ISABEL MCGUNEGLE PERKINS

James Hart Davis
JAMES HART DAVIS

THE STATE OF Florida
COUNTY OF Pinellas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOSEPH M. CUMMINS, 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, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of ~~February~~ March, A. D. 1944.

William E. Moore
Notary Public in and for

My Commission Expires

Notary Public, State of Florida at large
My commission expires Feb. 23, 1945.
Bonded by American Surety Co. of N. Y.

THE STATE OF Florida
COUNTY OF Pinellas

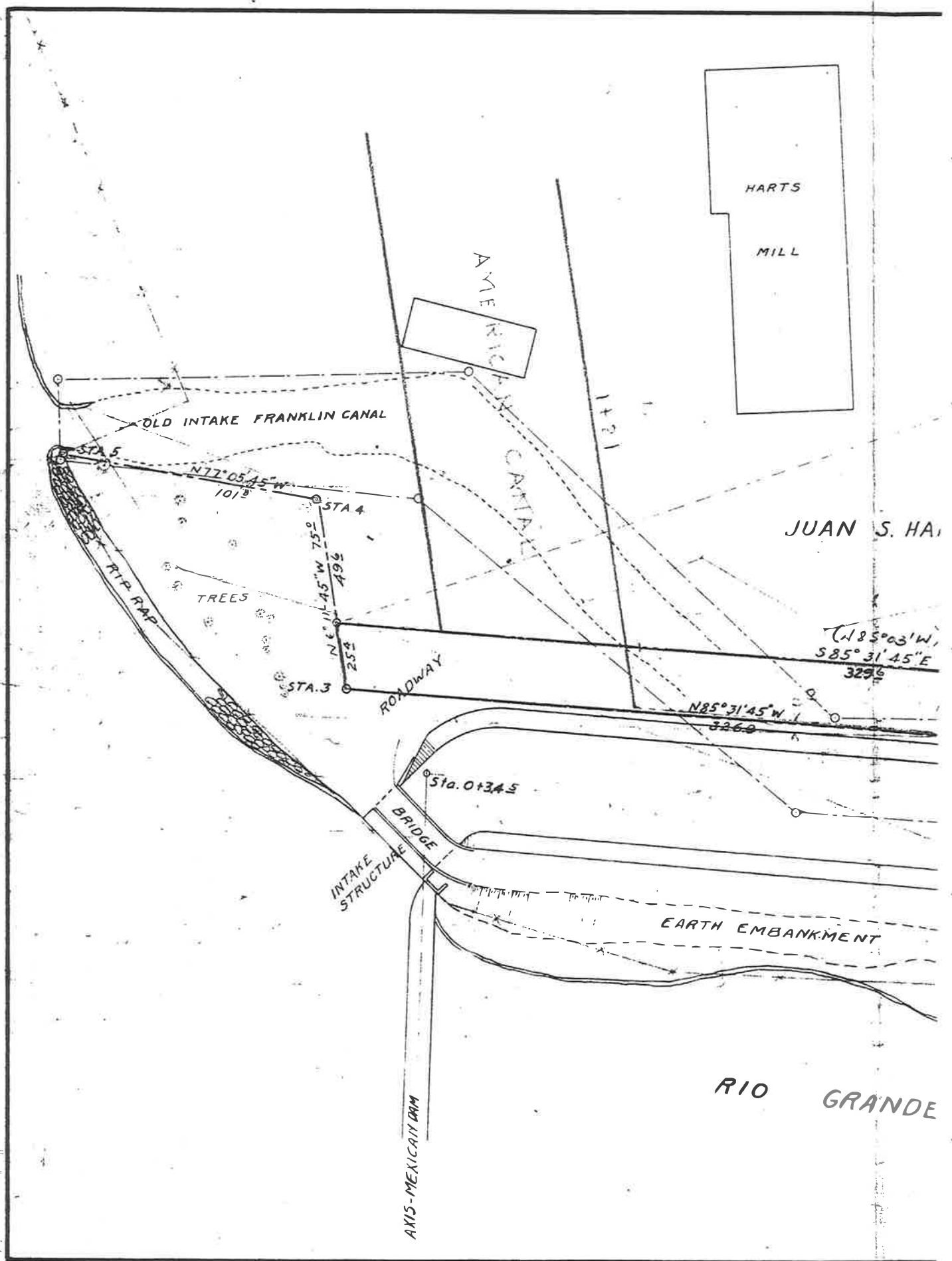
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EILEEN HART DAVIS CUMMINS, wife of Joseph M. Cummins, known to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said EILEEN HART DAVIS CUMMINS, 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.

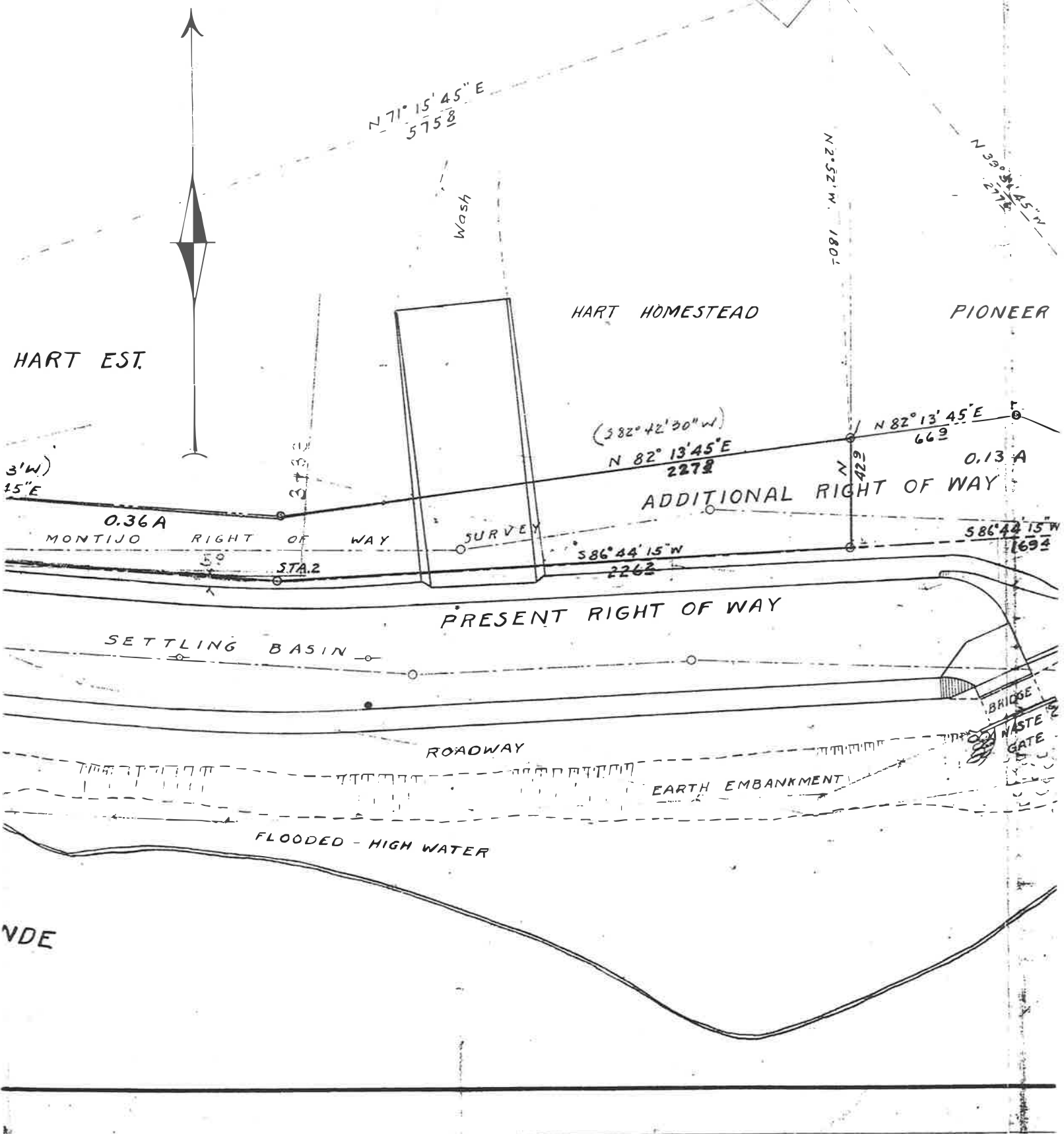
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of ~~February~~ March, A. D. 1944.

William E. Moore
Notary Public in and for
County

My Commission Expires

Notary Public, State of Florida at large,
My commission expires Feb. 23, 1945.
Bonded by American Surety Co. of N. Y.



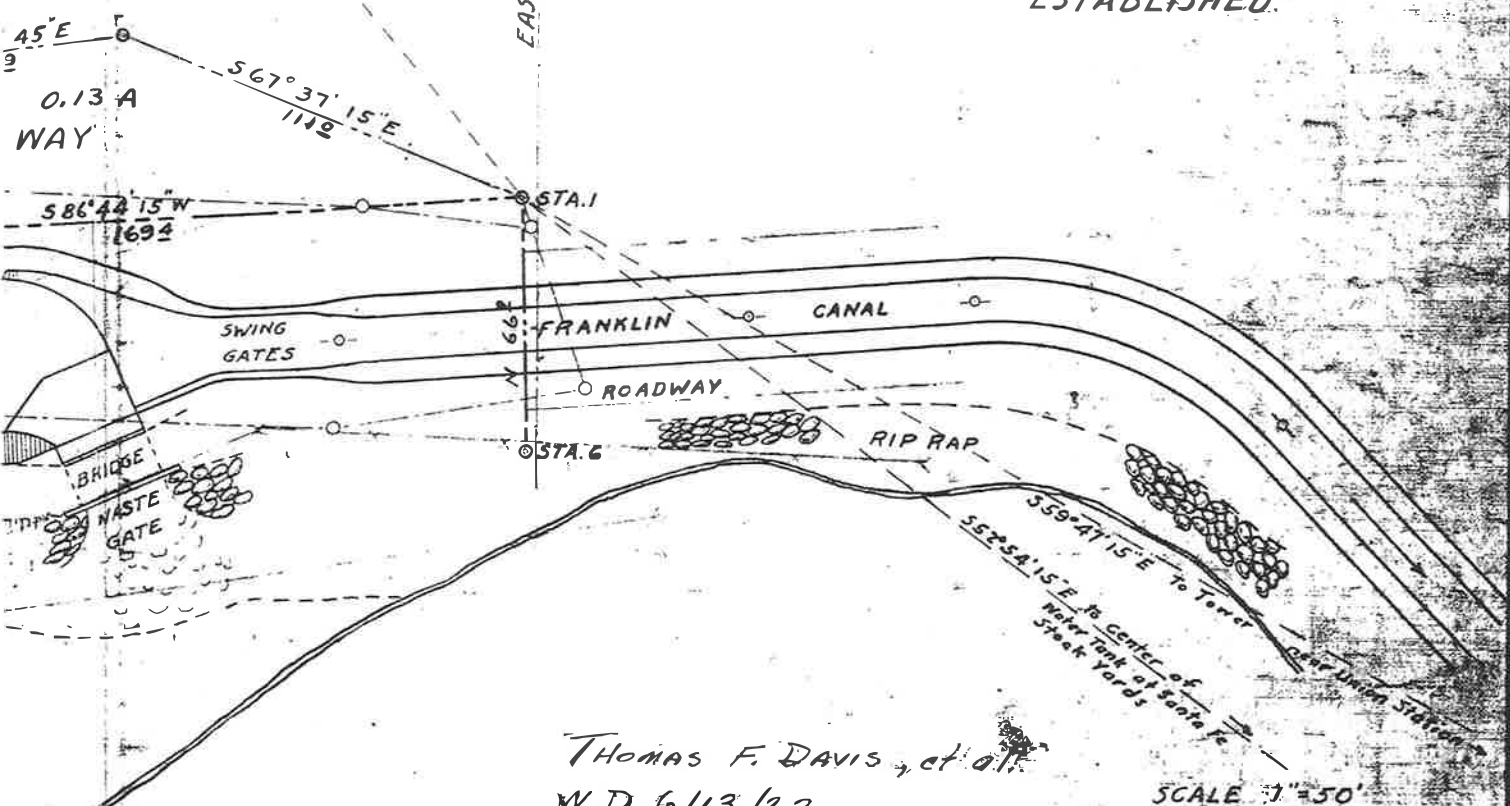


N 39° 31' 45" W
277.5

PIONEER ASSOCIATION

EAST LINE OLD FT. BLISS MIL RES.

NOTE:
NO SECTION CORNERS
ESTABLISHED.



THOMAS F. DAVIS, et al.
W.D. 6/13/22
Recorded: 6/21/22
Book 394, Pg. 268
0.36 AC.

SCALE 1"=50'

DEPARTMENT OF THE INTERIOR	
UNITED STATES RECLAMATION SERVICE	
RIO GRANDE PROJECT, N.M.-TEX	
EL PASO VALLEY	
FRANKLIN CANAL HEADING RIGHT OF WAY	
Drawn L.M.P.	Recommended
Checked	Approved
2112-T	EL PASO, TEX. OCT. 1922 23-503

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, December 1, 1921.

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 Juan S. Hart Estate, in the city of El Paso, El Paso County, Texas, for the Rio Grande project, as more fully described in agreement to sell dated December 1, 1921, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Assistant Engineer.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **December 1 1921**

191 , with

**Thomas F Davis, Executor of Estate of Juan S. Hart,
Deceased.**

for the purchase of land required for **Franklin canal heading**

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

County,

1. State description and approximate area of land to be conveyed. **0.36 acre in west part of
city of El Paso, as described in agreement to sell.**

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.

Land is part of a Mexican grant. Title is not founded on U.S. Patent.

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.

**Juan S. Hart Estate. Examination of probate records shows that
Thomas F Davis is executor with power to sell.**

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.

**Juan S. Hart Estate. No leases. United States has been in pos-
session for a number of years.**

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

It is not.

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.*

This land was, in a measure, cultivable. Has been occupied for some time by existing head-works. The consideration to be paid was fixed by taking an average price per acre, \$2071, as found by averaging city and county assessments. The high price is due to the fact that the land lies in the city of El Paso and is at a desirable site for residences.

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

All of the land was irrigable.

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

Present market values would probably come fairly within the estimate as to price per acre given above.

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.

Head-works is of no special benefit to this land.

The above is a correct statement of the information procured.

Dated **El Paso Texas Dec 1 1921**

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(Signature) **GEO W HOADLEY**

(Title) **. Assistant Engineer.**
In Charge of Negotiations.

Approved:

L M LAWSON

Project Manager.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

19 , with

for the purchase of land required for
purposes,
County,

Thos F. Davis Ex of Estate
of Juan S Hart desd
Enlarging Franklin Heading
Project,

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.

Texas Lands
Juan Hartthornsted Survey

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.

Thos F. Davis
c/o May J M. Cummins
Ft Leavenworth
Kansas

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, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

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.

Not in Cultivation
City land. Total tract ^{74 acres} Assesed by City at 21000 -
" County 8000 -
or at average rate of 2071. the acre -
0.36 Acres at 2071 - 745.58

0.36 Acres approx 5 1/2 City lots

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.

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

From 250⁰⁰ to 350 - a lot

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.

of no benefit

Dated

191

(Signature)

(Title)

In Charge of Negotiations.

Approved:

Project Manager.

CANAL Franklin Heading COUNTY El Paso Co

1. Billing address of each party
Thos F. Davis c/o Maj J. M. Cummings Ft Leavenworth
Kansas
2. Personal status of each party (married, single, widow or widower): Widower
3. List of improvements (state, as by itemized bill, how total consideration was fixed):
Value arrived at as per Genl Davis
letter attached
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:
None
5. State whether or not land is homestead property: _____
6. Survey number of tract (if not embodied in land description):
_____ If no survey number is available state item
in tax records: Item (under whose name assessed and line number
in assessment book): _____
Acres: _____: assessed at \$ _____
other available information _____
7. Grantor will order title guaranty.
☒ Grantor agrees that Service may order title guaranty and make
deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and
make deduction therefor.
☒ Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction there-
for, and will furnish this office with bill of unpaid taxes.
Grantor states that land is now encumbered (as per item 3) and
wishes Service to pay off encumbrance and make deduction there-
for. (In case this is to be done, grantor will have to consult
personally with the licnor).
Grantor states that land is encumbered (as per item 3) and
will at once take steps to remove same.
8. Cost of structures to be built by Service.

307 Blumenthal Building
El Paso Texas
3 November 1921

Dear Sir:

Reference to strip of land along canal within the Hart homestead near the old dam north of town, and needed by the US Reclamation Service to strengthen the canal, I submit the following figures to show how I obtain price of the strip; \$745.56

Hart homestead in El Paso, Texas 7 acres.
Valuation for taxes, county and state, \$8000.
Basis, 50% of market value. Value of one acre, \$1143.

Valuation for city taxes, 1921, \$21000.
Basis 60% of market value. Value of one acre, 3000.

Adding these two values of one acre, \$3000 & \$1143. = \$4143. and dividing by 2 for average, gives \$2071.50 for an acre, and 36/100 acre, area of strip, will be \$745.56

The general power of attorney from the heirs of Juan S. Hart to me, under which I act in all matters connected with the estate, as executor, was recorded 10:37 AM November 5, 1919 in office County Clerk El Paso County, Texas by B. B. Edwards, deputy, 338/531, Compared 16244, Indexed M.

The abstract of title of the Hart homestead will be left with the Pioneer Abstract Company as you requested Oct. 31 ult.

Respectfully

Thomas A. Davis
Executor of Estate of
Juan S. Hart, deceased.

George W. Hoadley
US Reclamation Service
City.

2071
36
12426
6213
74556

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project

El Paso Texas

December 2 1921

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated Dec 1 1921

With Juan S Hart Estate

Estimated amount involved, \$ 745.56

Authority No.

Accompanied by bond and 2 copies

or Clearing Acct.

(Insert "Yes" or "No" bond)

No bond.

5G-1

Purpose:

Purchase of 0 .36 acre for Franklin canal head-works.

Advise Project Manager at

El Paso Texas

(Post office and State)

District Counsel at

El Paso Texas

(Post office and State)

and

execution

of the approval of the above, using extra copy hereof.

Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 206, Vol. 1 of Manual.

L M LARSON
(Signature)

Denver, Colo. December 7, 1921.

The above described contract and bond, if any, approved

by Chas. P. Williams

on

December 6, 1921.

and original

(Enc) Acting Chief of Construction is returned herewith to Project Manager for recordation and for the appropriate action (see par. 14, page 255, Vol. 1 Manual, March, 1921, amendment).

Chief of Construction to Director:

It is recommended that the above described contract be executed

approved and bond if any approved.

Inclosures:

(Signature)

executed

Washington, D. C.

Contract approved and bond, if any, approved by

on

Inclosures:

Original and 4 copies of form letter of transmittal.

Original and 3 copies of contract

Orig. and 1 copy certificate of recommendation.

Orig. and 1 copy rept. on land agreement.

Orig. and 1 copy appraisal rept.

2 blueprints.

Remarks:

Note by District Counsel. - It is proposed to obtain title guaranty for this land purchase. The Title company is satisfied with Executor's power to contract and convey for the Vendor estate, and has already made informal examination of title with a view to issuing guaranty.

Inclosures:

Executed

If it is recommended that the above described contract be
Chief of Construction to District Counsel.

Chief of Construction

PA

The above described contract was approved by the Board of Directors.

NOTE: Before submitting a contract, the Chief of Construction should consult with the District Counsel.

Inclosures listed on the reverse

of the submittal of the above contract to the District Counsel.

SETH

DISTRICT COUNSEL

QUARTER PROJECT NUMBER 25

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. The agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), and the Chief of Construction will forward with his recommendation to Washington for appropriate action.

2. The office in which the contract originates will transmit two (2) copies of this form in excess of the number of copies to be advised of approval or execution. For example, in the usual case where the project manager and District Counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver Office.

3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing number, under which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 218, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 219, Vol. 1 of manual). Any other special matter or information relative to the contract too long to be set out in a statement or certificate and submitted with contract.

4. Reference should be made to previous correspondence of importance, especially if form of contract was previously submitted, giving dates, stating whether a telegram or letter, and from and to whom.

5. In which this contract originates should list all inclosures in the space above.

6. This form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) should be submitted through the Denver Office to Washington for acceptance and filing, a copy of such forms being furnished for the files of the Denver office.

7. This form appropriately modified should be used to transmit informal earthwork contracts (Specimens of which are attached) executed in project offices to the Denver office for acceptance with copy of contract and forwarded to Washington office by the Chief of Construction.

DELIVERED TO THE DISTRICT COUNSEL

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated December 1, 1921, with Juan S. Hart Estate, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Franklin canal heading, a part of the Rio Grande project; that the consideration to be paid thereunder, \$748.56, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
December 1, 1921.

L M LAWSON
Project Manager.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated December 1, 1921, with Juan S. Hart Estate, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Franklin canal heading, a part of the Rio Grande project; that the consideration to be paid thereunder, \$745.56, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
December 1, 1921.

L M LAWSON

Project Manager.

We, the undersigned, members of a board designated to fix the value of the land to be purchased from Juan S. Hart Estate by the United States for right of way for Franklin canal head-works, Rio Grande project, described in agreement to sell dated December 1, 1921, find that the fair and reasonable consideration to be paid by the United States is a money consideration of \$745.56.

El Paso, Texas,
December 1, 1921.

(sgd.) A. Schildknecht

Representative El Paso County
Water Improvement District No. 1.

(sgd.) Geo. W. Hoadley

Representative U. S. Reclamation
Service.

This instrument to terminate by limitation at expiration of 24 mos. from date hereof, unless extended.

No member of, or delegate to congress or government official or employee to have any part in this agreement, but same conditions not to apply to any incorporation where this instrument is made.

THE UNITED STATES OF AMERICA

BY: L.M. Lawson, Project Manager, USRS
Thomas F. Davis, Executor of Estate
of Juan S. Hart, deceased.

Approved: Chas. R. Williams, Acting Chief
Engineer, U.S.R.S. Dec. 6, 1921

STATE OF TEXAS,) SS
COUNTY OF EL PASO) I, Geo W. Roadley, a notary public, in and for said county, in the state aforesaid, do certify that Thomas F. Davis, who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth, and in the capacity therein stated.

Given under my hand and official seal this 1st day of December, 1921.

(Notl. Seal) Geo; W. Roadley, Notary Public,
in and for El Paso county, Texas.

My Com. Exp. June 1, 1923.

WR

the east boundary line of Old Fort Bliss Military Reservation extended said last property hereinbefore described being according to the survey made by R. Montijo Civil Engineer, on Oct. 9, 1911, a tracing of which is now in the possession of the officials of the Reclamation Service.

Also the following tract or parcel of land and right of way now held under deed placed in escrow and which is to be delivered to the United States upon the execution of the deed by the vendor as hereinafter provided and which tract of land covers a portion of the last description and is more particularly described as follows, to-wit: Beginning at a stake on the N. bank of the Rio Grande and on the N. boundary line of the Franklin Irrigation Canal right of way for the N.E. corner of this survey, thence N. $80^{\circ}15'$ W. 170 ft. to a stake set on the bank of the Rio Grande and on the N. boundary line of the Franklin Irrigation Canal right of way for the N. W. corner of this survey thence S. $32^{\circ}45'$ W. 65 ft. to a stake set for the S.W. corner of this survey, thence S. $50^{\circ}15'$ E. down the Rio Grande 170 ft. to a stake set for the S.E. corner of this survey, thence N. $32^{\circ}45'$ E. 65 ft. to the place of beginning.

AFFIDAVIT OF POSSESSION:

State of Texas,

County of El Paso,

ss.

I, Thomas F. Davis, do solemnly swear that to my personal knowledge the land described in the contract dated December 1, 1921, between the United States of America and myself as Executor of the Estate of Juan S. Hart, deceased, which land is located in the City of El Paso, Texas, and being a part of the S. Hart Homestead, metes and bounds description of which is contained in attached certificate of the Pioneer Abstract and Guarantee Title Co., dated June 17, 1922, has been and is now held in actual, exclusive and continuous possession of the said Estate of Juan S. Hart, deceased and predecessors in title for a period of sixty-five years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

Thomas F. Davis

Subscribed and sworn to before me this 24th day of June, 1922.

E. B. Donaldson

(Notarial Seal)

Notary Public in and for El Paso
County, Texas.

My commission expires June 1, 1923

THIS IS TO CERTIFY that upon personal inquiry at the
office of the County Tax Collector for El Paso County, Texas,
made on. *June 24, 1922* I was informed that all taxes due
and payable on the land described in attached certificate of
the Pioneer Abstract and Guarantee Title Co., dated June 17,
1922, to and including the year. *1921* were fully paid.

J. M. Dent
District Counsel.

El Paso, Texas,

July 21
..... 1922.

El Paso, Texas, June 23, 1922.

Capt. Thomas F. Davis,
Box 53, Mountain Park, N. M.

Dear Sir:

In connection with the purchase by the United States of a portion of the Hart homestead as right of way for Franklin canal, headgate, etc., it is necessary to have an affidavit showing possession of this property for the statutory period. Will you kindly sign enclosed affidavit and acknowledge same before a notary public or other officer authorized to administer oaths, and return to me at your earliest convenience.

The Pioneer Abstract & Guarantee Title Co. has just finished and delivered the certificate of title. The deed is now being recorded and as soon as the enclosed affidavit is secured and voucher duly executed payment can be made of the purchase price.

Very truly yours,

District Counsel.

enc.

El Paso, Texas, June 15, 1922.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official recordation is deed dated June 13, 1922, running from Thomas F. Davis, individually, etc., to the United States.

Very truly yours,

P W DEBT

District Counsel.

incl.

El Paso, Texas, May 16, 1922.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Inclosed is draft of executor's deed covering the land to be acquired by the United States at the Franklin canal heading, now a part of the Juan Hart estate.

The deed contains a blank for the term of court at which the will was probated, which we are requesting you fill in from data contained in the abstract of title.

If you are satisfied with this title the deed will, we trust, be found in proper form. If anything still remains to be done to perfect title, kindly so advise, and we will be glad to make another attempt toward this end.

Thanking you for your favors in this connection, I remain,

Very truly yours,

P W DENT

incl.

District Counsel.

El Paso, Texas, December 10, 1921.

County Clerk,

El Paso, Texas.

Dear Sir:

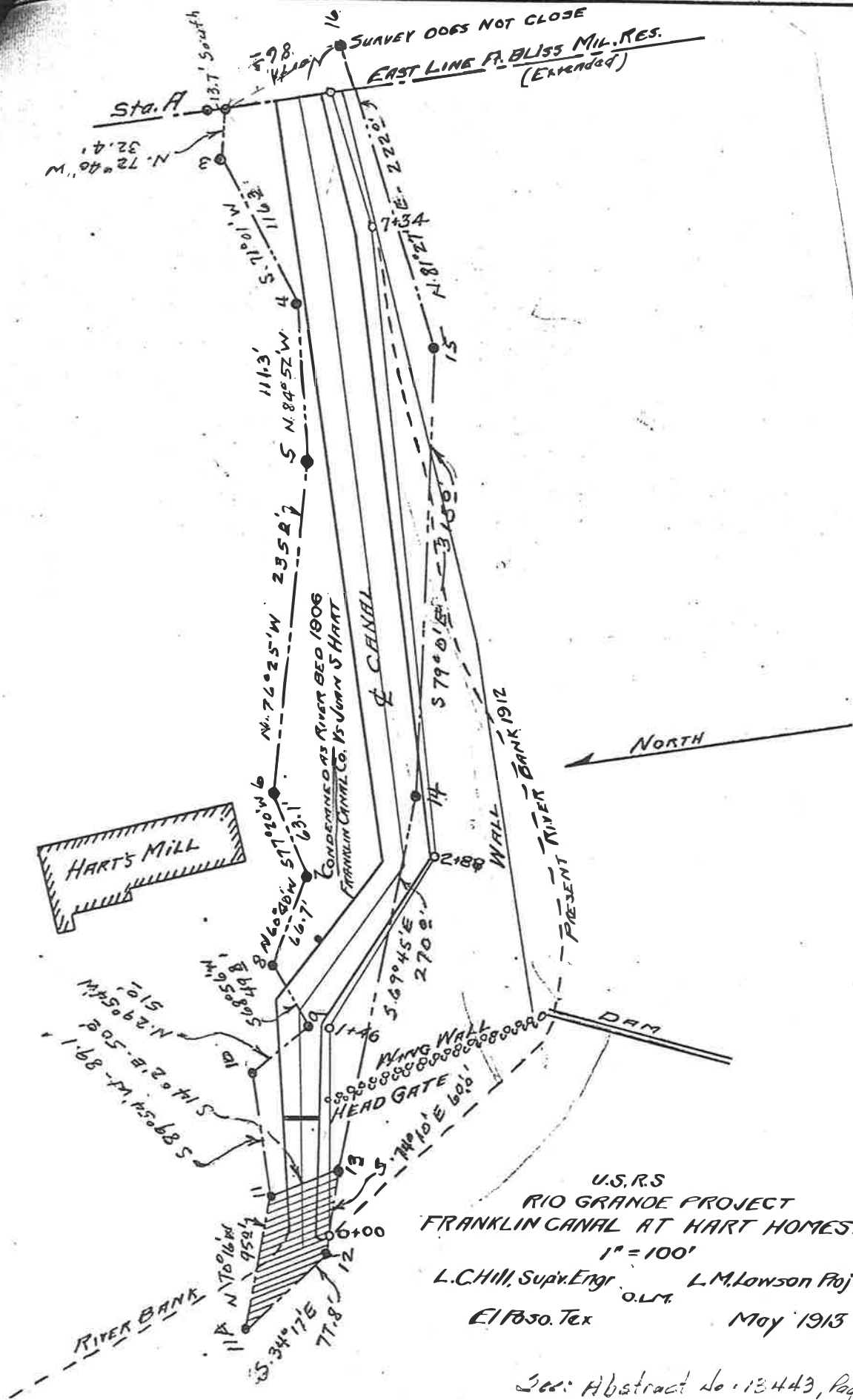
I herewith enclose for recordation in the usual manner land purchase agreement between Thomas F. Davis, Executor of the estate of Juan S. Hart and the United States, dated December 1, 1921.

Very truly yours,

P. W. Dent

District Counsel.

enc.



Indicating Landa por...
L.C. Hill, Supv. Eng. L.M. Lawson Proj Eng.

E322 L-45

RIO GRANT

AXIS-MEXICAN DAM

INTAKE STRUCTURE
BRIDGE
Sta. 0+34.5

EARTH EMBANKMENT

585°31'45" W
3296
585°31'45" W
3296

ROADWAY

STA. 3
253
N 6°14'45" W
496
752
STA. 4

TREES

JUAN S. H

AMERICAN CANAL

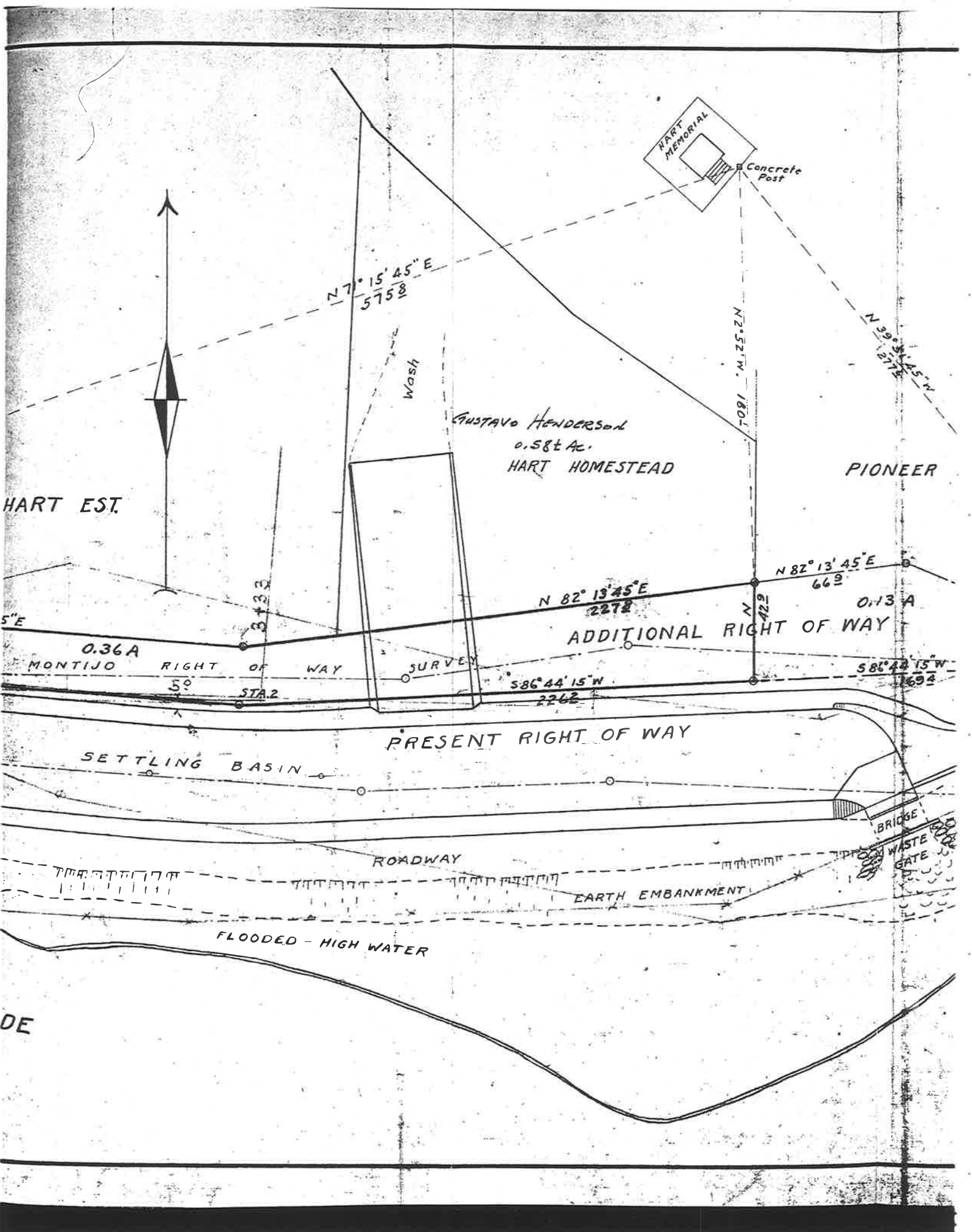
OLD INTAKE FRANKLIN CANAL

I.P.C. River

AMERICAN CANAL

HARTS
MILL

12+1



N 39° 56' 27" E 217.4'

PIONEER ASSOCIATION

NOTE:
NO SECTION CORNERS
ESTABLISHED.

3' 45" E
69'

0.13 A
WAY

S 67° 37' 15" E
114.2'

S 86° 44' 15" W
69.4'

STA. 1

SWING GATES

FRANKLIN

ROADWAY

STA. 2

BRIDGE

WASTE GATE

RIP RAP

S 59° 47' 15" E To Tower
S 52° 54' 15" E To Center of
Peter Tomb of Noah's Ark
576.6 yards

Thomas F. Davis, et al.

NO SECTION CORNERS
ESTABLISHED.

W.D. 6/13/22

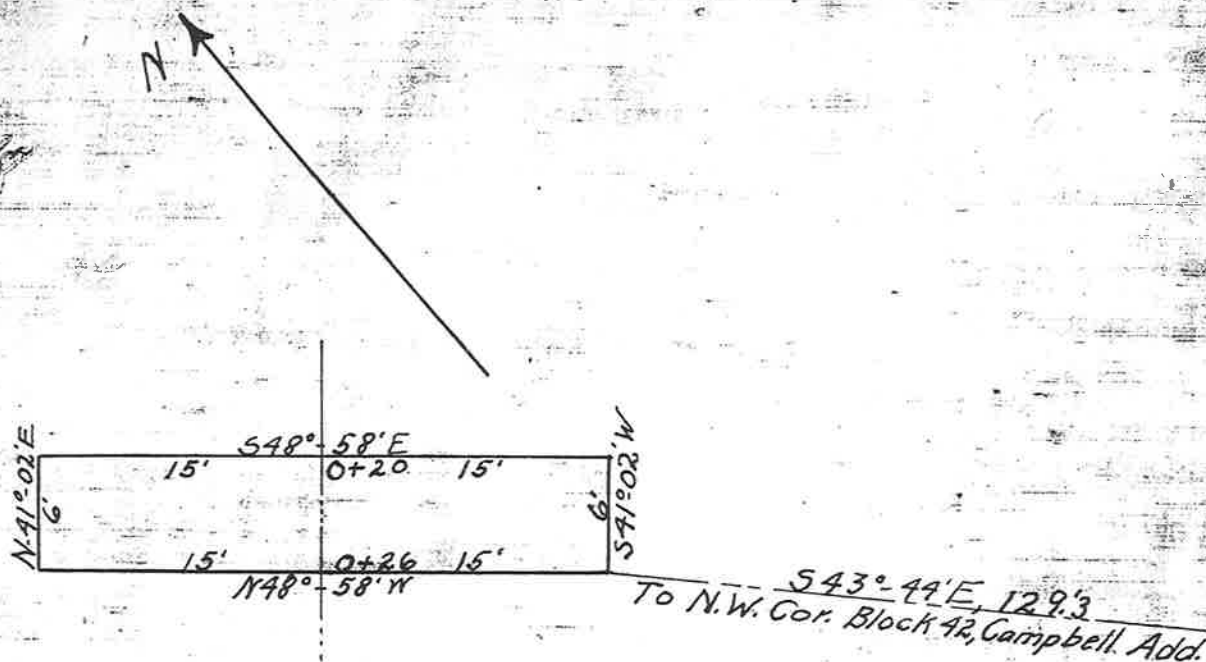
7. 2. 1. 6, 7, 8, 9

Book 394, p. 268

SCALE 1"=50'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT N.M. TEX.
EL PASO VALLEY
FRANKLIN CANAL HEADING NORTH

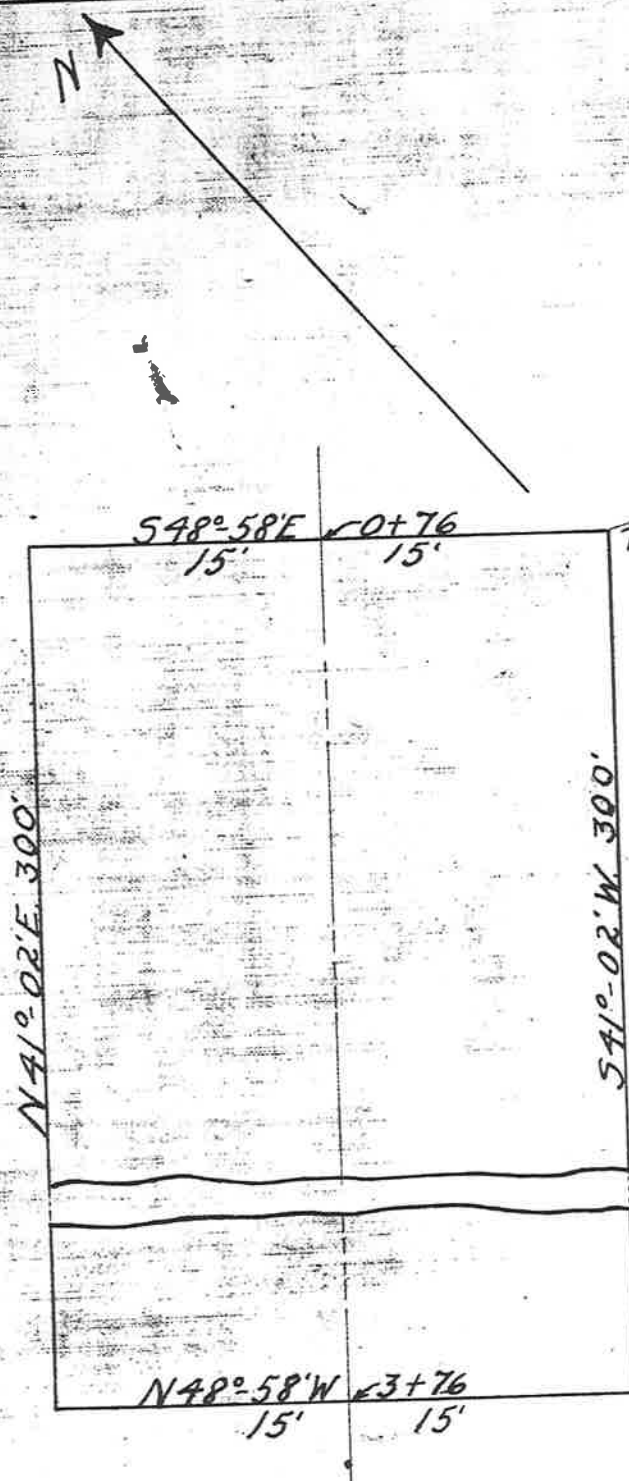
Drawn I.M.P.	Recommended
Checked	Approved
21125	21125



Tract No 1
 Right of Way thru property of
 H.B. STEVENS ET AL.
 .0041 ACRE

Agreement to convey 12/22/15
 Recorded 1/22/16, BK 292 P. 413

DEPARTMENT OF THE INTERIOR
 U.S. RECLAMATION SERVICE
 RIO GRANDE PROJECT, N.M., TEX.
 FRANKLIN CANAL
 RIGHT OF WAY WASTEWAY STA 78
 Dm. W.A.P.
 CRd 1" = 10'
 E802-197 EL PASO, TEX. 10/6/15



S66°-13'E 134.9
To N.W. Cor. Block 42, Campbell Addition.

Tract No 2

Right of Way thru property of
H.B. STEVENS ET AL.
.207 ACRE.

Agreement to convey 12/22/15
Recorded 1/22/16 BK 262 / Pg 415

DEPARTMENT OF THE INTERIOR U.S. RECLAMATION SERVICE	
RIO GRANDE PROJECT, N.M., TEX	
FRANKLIN CANAL	
RIGHT OF WAY-WASTEWAY STA 78	
Dwn WAP.	
CND	1"=10'
F904-L4 TEL PASO, TEX. 10/6/15	

DEPARTMENT OF THE INTERIOR
U.S. RECLAMATION SERVICE
RIO GRANDE PROJECT, N.M. TEX.
FRANKLIN CANAL
RIGHT OF WAY-WASTEWAY STA. 78.
Dwn W.A.P.
G&G 1" = 10'
E8031-47 EL PASO TEX. 10/6/15

Book 203 Page 463

for record Nov. 12th 1912 at 11.58 a.m. (Park M. Thomas Co. Clerk.
 recorded Nov 14th 1912 at 9.36 a.m. By J. E. Harrison Deputy.

28

James H. Orr

The State of Texas
 County ofarrant

Know all men by these presents:
 That J. E. Harrison

Warranty Deed

This Indenture, Made this 14th day of October, in the year of our Lord one thousand nine hundred and twelve between the Franklin Irrigation Company, a corporation duly organized and existing under and by virtue of the laws of the State of Texas, having its office and principal place of business in the City of El Paso in the said State of Texas, acting by and through Felix Martinez, its President, thereto duly authorized, party of the first part, and the United States of America, acting pursuant to the provisions of the act of Congress approved June 17, 1902 (32 Stat., 388), party of the second part.

Witnesseth: That

The said party of the first part for and in consideration of the sum of one hundred and twenty thousand dollars (\$120,000), lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, conveyed, released and confirmed, and by these presents does hereby grant, bargain, sell, remise, convey, release and confirm unto the said party of the second part, its successors and assigns forever:

All that certain water-way or canal for irrigating purposes, formerly known as the "El Paso Irrigation Canal," and more particularly described as follows: Beginning at a point on the east bank of the Rio Grande, whence the cupola of the Union Station in the city of El Paso, Texas, bears south $73^{\circ} 58'$ East 2752 feet, and whence the cupola on the United States Postoffice in said city of El Paso bears south $87^{\circ} 15'$ east 4988 feet; Thence south $56^{\circ} 30'$ east 1032 feet; Thence south $51^{\circ} 30'$ east 691 feet; Thence south $48^{\circ} 58'$ east 4248 feet, to an intersection with the center line of Eighth Street; Thence north $74^{\circ} 30'$ east

along the center line of said Eighth Street,
a distance of 6708 feet;

Thence north $36^{\circ}30'$ east 170 feet;

Thence north $3^{\circ}35'$ east 225 feet;

Thence north $17^{\circ}45'$ east 1114 feet;

Thence north $6^{\circ}55'$ west 1058 feet;

Thence north $24^{\circ}21'$ east 627 feet;

Thence north $0^{\circ}10'$ west 1203 feet to an
intersection with the center line of East Canal

Street; Thence north $52^{\circ}45'$ east along said East
Canal Street, a distance of 3095 feet;

Thence south $89^{\circ}40'$ east 7172 feet to the
west boundary line of Washington Park;

Thence south $3^{\circ}15'$ west 1135 feet along the
west boundary line of said Washington Park;

Thence north $53^{\circ}45'$ east 4856 feet;

Thence north $75^{\circ}5'$ east 563 feet;

Thence north $75^{\circ}53'$ east 1595 feet;

Thence north $79^{\circ}40'$ east 347 feet;

Thence south $65^{\circ}22'$ east, parallel with
the county road, a distance of 2550 feet;

Thence north $88^{\circ}20'$ east 2523 feet;

Thence south $20^{\circ}40'$ east 1453 feet;

Thence south $54^{\circ}21'$ east 655 feet;

Thence south $35^{\circ}10'$ east 410 feet;

Thence south $50^{\circ}18'$ east 1190 feet;

Thence south $45^{\circ}0'$ east, parallel with
the C. H. & S. A. Ry. track, a distance of 11,400 feet;

Thence south $45^{\circ}15'$ east, parallel with
the C. H. & S. A. Ry. track, a distance of 5460 feet;

Thence south $9^{\circ}30'$ east 2385 feet;

Thence south $46^{\circ}35'$ east 1755 feet to a
point opposite the town of San Jose;

Thence south $37^{\circ}24'$ east 107 feet;

Thence south $46^{\circ}44'$ east 3263 feet;

Thence south $40^{\circ}48'$ east 630 feet;

Thence south $46^{\circ}40'$ east 2348 feet;

Thence south $55^{\circ}54'$ east 190 feet;

Thence south $45^{\circ}40'$ east 2610 feet;

Thence south $34^{\circ}50'$ east 190 feet;

Thence south $46^{\circ}25'$ east 735 feet;

Thence south $43^{\circ}43'$ east 650 feet;

Thence south $40^{\circ}36'$ east 468 feet, to

a point opposite the town of Siltia; -

Thence south $37^{\circ} 20'$ east 4050 feet;

Thence south $37^{\circ} 12'$ east 5815 feet;

Thence south $24^{\circ} 30'$ east 3550 feet;

Thence south $30^{\circ} 20'$ east parallel with the county road 3235 feet;

Thence south $38^{\circ} 0'$ east parallel with the county road 1086 feet;

Thence south $32^{\circ} 5'$ east parallel with the county road 285 feet;

Thence south $36^{\circ} 20'$ east parallel with the county road 18,235 feet;

Thence south $15^{\circ} 6'$ east 5285 feet;

Thence south $23^{\circ} 47'$ east 4550 feet;

Thence south $38^{\circ} 36'$ east $1\frac{1}{2}$ 370 feet;

Thence south $48^{\circ} 13'$ east 10,680 feet;

Thence north $67^{\circ} 25'$ east 10335 feet;

Thence south $60^{\circ} 13'$ east 420 feet;

Thence south $36^{\circ} 14'$ east parallel with the county road 5162 feet;

Thence south $34^{\circ} 24'$ east, parallel with the county road 4120 feet;

Thence south $35^{\circ} 35'$ west 20 feet, to a point on the bank of the Rio Grande, about one mile north of the town of Elkins, Texas; also the additional right of way claimed by the said vendor and situated easterly of the easterly end of said canal and adjaqua thereto, and which additional right of way is shown by deeds executed to the former owners of the canal under and through whom the said vendor claims title and which description is more fully shown by deeds now of record in the office of the Clerk of the County Court of El Paso County, Texas, to the record of which deeds for a more particular description reference is hereby made.

Also that additional land, right of way or easement, and all rights acquired by the Franklin Irrigation Company and now owned and held by it, north westerly of and above the properties herein before described, and situated between

the headgate which is the beginning point of the description herein before ^{made} and which is usually known as the "old headgate," and the present headgate above what is known as the "Mexican Dam," which properties and rights are more particularly described as follows, to wit:

Beginning at a stake set on the north bank of the Rio Grande on the east line of the Old Fort Bliss Military Reservation produced, and from said stake on the Southeast corner of old Fort Bliss Military Reservation bears north 550 feet;

Thence along the north boundary line of canal right of way south $86^{\circ}30'$ west 50 feet;

Thence north $86^{\circ}30'$ west 200 feet;

Thence south 83° west 100 feet;

Thence north 88° west 172.5 feet;

Thence north $49^{\circ}30'$ west 193.3 feet;

Thence north 85° west 168.5 feet, to

the bank of the Rio Grande;

Thence south 19° east with said Rio Grande 54.7 feet to a stake set for the south boundary of said canal right of way which is 50 feet;

Thence south 85° east 130.3 feet;

Thence south $49^{\circ}30'$ east 196.8 feet;

Thence south 88° east 193.9 feet;

Thence north 83° east 99.3 feet;

Thence south $86^{\circ}30'$ east 198.4 feet;

Thence north $86^{\circ}30'$ east 50 feet to a stake from which stake the place of beginning bears north 50.1 feet;

Thence south 25.4 feet;

Thence north $83^{\circ}30'$ east 131.8 feet;

Thence south 54° east 49.8 feet;

Thence south $37^{\circ}30'$ east 132.9 feet;

Thence south $62^{\circ}30'$ east 164.4 feet;

Thence south $56^{\circ}50'$ east 160.2 feet;

Thence south $35^{\circ}10'$ east 242.7 feet;

Thence south 48° east 104.8 feet;

Thence south 53° east 134.4 feet, to a point opposite the center of old headgate;

Thence north $34^{\circ}30'$ east across said old headgate 75 feet to a stake set for the north right of way line of said canal;

Thence north 55° west along said right of way line 129.3 feet;

Thence north 49° west 7.6 feet;

Thence north $35^{\circ}10'$ west 248.4 feet;

Thence north $56^{\circ}50'$ west 177 feet;

Thence north $62^{\circ}30'$ west 151.2 feet;

Thence north $37^{\circ}38'$ west 127.1 feet;

Thence north 54° west 89.9 feet;

Thence south $83^{\circ}38'$ west 152.7 feet, to above described place of beginning located south 550 feet on the east boundary line of old Fort Bliss Military Reservation extended; said last property hereinbefore described being according to the survey made by R. Montijo, Civil Engineer, on October 9, 1911, a tracing of which is now in the possession of the officials of the Reclamation Service;

Also the following tract or parcel of land and right of way now held under deed placed in escrow, and which is to be delivered to the United States upon the execution of the deed by the vendor, as hereinafter provided, and which tract of land covers a portion of the last description, and is more particularly described as follows, to wit: (beginning at a stake on the north bank of the Rio Grande and on the north boundary line of the Franklin Irrigation Canal right of way for the northeast corner of this survey;

Thence north $50^{\circ}15'$ west 170 feet to a stake set on the bank of the Rio Grande and on the north boundary line of the Franklin Irrigation Canal right of way for the northwest corner of this survey;

Thence south $32^{\circ}45'$ west 65 feet to a stake set for the southwest corner of this survey;

Thence south $50^{\circ}15'$ east down the Rio Grande 170 feet to a stake set for the southeast corner of this survey;

Thence north $32^{\circ}45'$ east 65 feet to the place of beginning.

It being intended to include in the last two preceding or foregoing description the right of way and all right acquired

under and by reason of condemnation proceedings, as shown by the judgment of the County Court, El Paso County, Texas, duly entered upon the minutes of said court, in Vol. 9, page 205 et seq., to which reference is hereby made, and it being intended to include in said description all the rights of way and rights of every description acquired by the Franklin Irrigation Company under Art. 5126 of the Revised Statutes of the State of Texas, being a portion of the Act of Legislature of Texas, duly enacted and approved by the Governor of the State of Texas, on the 4th day of March A.D. 1895; as well as all rights growing out of the construction of said canal from what is known as the old lower headgate to its present or upper headgate, upon the public domain of the State of Texas in the bed of the Rio Grande between the north bank thereof and the center of the river, which constitutes the international boundary line between the State of Texas and the Republic of Mexico.

Also including the right of way acquired by purchase, together with all dams, wingdams, revetments, flumes, dikes, desagues, spillways, lakes, ponds, wells, water appropriations, right of way and franchises, whether acquired by contract, donation, limitation, prescription, purchase, action of court, orders of commissioners, court, city ordinances or in whatever manner acquired, now held, owned and controlled or claimed by said vendor, in connection with said canal, including all laterals, acequias and branch ditches, owned or held by said vendor, and including all the uses and servitudes, equipments and all things whatsoever belonging or appurtenant to said canal or its laterals, branch ditches, headgates, or other appurtenant structures or easements, and the reversion, and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demands whatsoever of the said party of the first.

parts either in law or equity of in and to, the above bargained premises, rights and properties, with the hereditaments and appurtenances.

This deed is intended to cover the transfer of the right of way as described in deeds or other instruments of conveyance from the various grantors to the Franklin Irrigation Company and its successors in title where title is not evidenced by deeds or other instruments of conveyance, but rests solely upon limitation and prescription, this deed is understood and intended to cover the transfer of right of way reasonably necessary for the successful operation of the canal and appurtenant structures, as they exist under present conditions, said right of way to be fifty (50) feet in width from the canal head to the east line of Washington Park Addition to the city of El Paso, a distance of 27,842 feet, more or less; thence sixty (60) feet in width to the east line of Val Verde Addition to the city of El Paso, a distance of 3,802 feet, more or less; thence eighty (80) feet in width to the end of the Canal, a distance of 132,245 feet, more or less; thence fifty (50) feet in width along the tail ditch to the Rio Grande, a distance of 720 feet, more or less.

To Have and To Hold the said premises above bargained, sold and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever; and the said party of the first part, for itself and its assigns, doth covenant and agree to and with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents, it was well seized of the premises above conveyed, as of a good, sure, perfect and indefeasible estate of inheritance, in law, in fee simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form

aforsaid, 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 possession of the party of the second part, its successors, heirs and assigns, against all and every person lawfully claiming or to claim, the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, the said Franklin Irrigation Company by resolution of its stockholders, and of its Board of Directors duly adopted at legal meeting, has caused its corporate name to be hereunto subscribed by its president, and its corporate seal to be hereunto affixed, the day and year above written.

Attest:

P. A. Hughes, Acting Secretary

{ Corp Seal: Franklin Irrigation Company }
of El Paso

Franklin Irrigation Co.

By Felix Martinez

President

State of Texas, } ss.

County of El Paso.) Before Me, Horace B. Stevens, a Notary Public in and for the said County and State, on this day personally appeared Felix Martinez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the Franklin Irrigation Company, a corporation, as the president of said company, and for the purposes and considerations therein expressed.

Given under my hand and seal of office, at the city of El Paso, State of Texas, this 12th day of November, 1912.

(Notarial Seal)

Horace B. Stevens

Notary Public

My commission expires May 31, 1913.