NOT INDEXED ASSUMED NOT RECORDED

THE STATE OF TEXAS,

| County of El Paso. | KNOW ALL MEN BY THESE PRESENTS: THAT |
|--|--|
| 2. T. White, Horace B. Stever | ns, &Charles B. Stevens, of El Paso, |
| | |
| the County of El Pago, State | of Texas , for and in consideration of the |
| um of One (\$1.00) | DOLLARS, |
| | |
| them in hand paid by the Unit | ed States of America, acting pursuant to |
| the Act of Congress of June 17 | |
| and, | , the receipt whereof is hereby |
| | Sell, Release and Forever Quit-Claim, unto the said United |
| tates of America, acting purs | uant to the Act of Congress of June 17, |
| 902 (32 Stat., 388), its succe | and to the Act of Congress of June 17, |
| | |
| and assigns all thelf right, title and in | terest in and unto that tract or parcel of land lying in the County |
| El Paso and State of | No. 1. described as follows, to-wit: |
| Tract | No. 1. described as follows, to-wit: |
| A SUPID DI LANG BIX (6) Tes | et long measured along the center line of |
| | |
| AS ALLUDUM (LU) THEE ON ERRN S | TIME OF PRINCE WATER WATER OF FREE TO GREE |
| TODOLIDO BD IDIIIMM BE BANIE | THE TABLE SATE OF TARKS OF THE WANTED THE PARTY OF THE PA |
| Block forty-two (42) Compa | red, from which point the Northwest corner all Addition to the City of El Paso, Texas. |
| are south 45° 44' east one h | undred twenty-nine and three-tenths |
| 29.3) feet, running thence no | orth 48° 58' west along the southwest |
| undary between sain strin of | 1871 hargin commoned and Al |
| . The Br reso & Northeastern K | (8) I TORK COMMENT FIFTERN [75] Post 4. |
| deline of so on the center line | OT SAID WASTAWAY Thomas on come |
| var said bouthwest nonnagry t | TTTOON (IE) Pook thouse well 445 cor- |
| IDL. BLX IDJ TMOT TO THO DONNA | OWNT I I was become non the next to the |
| rein conveyed and the right o | I way of the Franklin Canal, thence south |
| ation 0+20 on the center line | of way of the Franklin Canal, thence south |
| undary line on same course fi | fteen (75) game, thence along the same |
| | of beginning, containing four thousandths |
| an acre more or less. | |
| Tract | No. 2. The state of the state o |
| A tract of land three hundr | ed (300) feet long and thirty (30) feet |
| de. lying lilteen (15) feet on | n each side of the center line of waste- |
| | |
| aveved, from which point the | s at the east corner of the tract herein |
| | Northwest corner of Block forty-two (42) y of El Paso, Texas, bears south 66° 13' |
| st. one hundred thirty-four as | nd nine-tenths (134.9) feet, running |
| ence south 41° 02 west three | e hundred (300) feet to the inter- |
| STANGE COUNTRY TIME DECEMBENT | LINE LITERAL STOPES AND TIPLE IN THE STOPES |
| MA DOLL DULLUALV LINE NOTEN A | ART DAT WORT ATTACAM (SEL A |
| SOLULI OTTO UL BALG WAS COWAY. | Thance along the gome course |
| MMOLY LING LITTERN IINI TAAT | Theree mowth all out a a- |
| AUTOR (SOU) THEE OD ENA DUIME | TTV 196 hotwoom cols A |
| CATT COTTACA ON STOR THE LIBERT OF | E WAY Of the Pl Doge & Wants) |
| LALUGE COMPANY, CHANGE WILLIAM | HAIN INDE BOMAN NAMADAMA SI |
| ence along the same course and | to Station 0+76 of said wasteway, boundary line fifteen (15) feet |
| the point of peginning, donts | AIRING TWO bundred and come |
| ousandths (.207) of an acre mo | or less. |
| | |
| W | |
| Witnesses at Request of Grantor: | ************************************** |
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| Taga egrees | ** 1.1 (2.1) (2.1) - 1.1) (2.1) (2.1) (2.1) (2.1) (2.1) (2.1) (2.1) (2.1) (2.1) (2.1) (2.1) (2.1) (2.1) |
|--|---|
| QUIT-CLAIM DEED SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENTS | ro Filed for record, this day of |
| _ | |
| | in and for y personally appeared |
| | |
| THE STATE OF TEXAS COUNTY OF EL PASO, Before me, El Paso County, Texas on this day | personally appearedwife of |
| | known to me to be the person whose name is subscribed |
| the same by me fully explained to he ment to be her act and deed, and deeration therein expressed, and that. Given under my hand and scal | of office, this |
| THE STATE OF TEXAS, COUNTY OF EL PASO, | |
| Court of said County 1 1 1 | Clerk of the County |
| James of sana County, do hereby certi | fy that the above instrument of writing, dated on the |
| aay of, A. I |). 19 with its certificate of authentication, was filed for record in my |
| office this | .day of, A. D. 19, ato'clock M |
| and duly recorded the | day of, A. D. 19, ato'clockM. |
| in the records of said County, in Volu | umeon Pages |
| | l of the County Court of said County, at office El Paso Texas, the day and |
| | Clock County C. I. D. D. |
| | Clerk County Court, El Paso County, Texas. By, Deputy. |

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made December 22,

191**5**, with

Z. T. White et al.

for the purchase of land required for Wastoway

. The start is even a market of the form

purposes, Franklin canal, Rio Grando Project, R1 Pago

County, Texas

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

.004 acre. For description see agreement to convey.

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 was originally a part of the Ponce de Leon Grant, made by Mexico and confirmed by the legislature of the state of Texas. Came down to the grantors through various mesne conveyances.

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.

Z. T. White, El Paso, El Paso County, Texas, Horace B. Stevens. "

Charles B. Stevens, (This land is their Cwn separate property and is being donated to the Gov't.)

See arts. 1114 and 1115. Title 24: and arts. 4621 and 4622.

Title 68. Revised Civil Statutes of Texas. 1911.

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.

Above grantors are in possession of the premises to be conveyed. There is no lease.

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

Land is not subject to right of way by wirtue of contract with water users' association or other agreement.

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.

brought under cultivation and none is capable of being brought under cultivation. There is a good deal of silt in the land which has been deposited by the Rio Grande. There are no improvements on the land is of little value.

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.

None of land is irrigated. All of land could be irrigated but it is not suitable for cultivation.

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

Similar land in vicinity is of small value, but will perhaps be valuable in the future for trackage purposes.

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

The land is situated close to the Rio Grande and is being denated to the Gov't as right of way for a wasteway to be constructed for the purpose of sluicing the Franklin canal when the need arises. None of land will be benefited through the construction of wasteway, and the injury, if any, to the land will be slight, as the wasteway will be covered over on this tract of land.

The above is a correct statement of the information procured.

Dated Dec. 23.

191 **5**

(Signature) ... John J. Buck,

Approved:

R. F. Walter,

Project Manager.

3 57

Trant

El Poso, Scree, Jamery 17, 1916.

Mosers. S. P. White, R. B. Stevens and Charles B. Stevens,

Mills Duilding.

Fl Peso, Foxac.

Gentlemen:

You are hereby edvised that ogreement with you and the United States dated December 22, 1915, in connection with the donation of cortain land for right of way for a westermy from the Franklin Canal was approved by the Acting Comptroller of the D. S. Reglamation Service under date of Jampary 10, 1916.

Very truly yours.

. . . lone i

intriot Counsel

Tract 1

El Pase, Texas, January 17, 1916.

The County Clerk.

El Paso, Texas.

Dear Sir:

There is transmitted herewith for recording and return to this office two agreements with Z. T. White, et al. in connection with donation of right of way for a westeway from the Franklin Canal.

Very truly yours.

P. W. Dont H District Counsel

enes 2

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

Trust 1

El Paso, Texas, December 25 , 191

Project Manager to the Director (through Supervising Engineer).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for

approval:

Date December 1815.

EL PASO, TEXAS.

Rio Grande

project

Executed by

With Z. T. Thite of cl.

Accompanied by bond and one copy. [Insert "Yes" or "No bond."]

Purpose: Right of way for westowny from Franklin cantil

Advise Ch. of Constr.

_at___Denver, Cele.

(copy to project amount

_at__at__at__at_.

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

Estimated amount involved, \$____Authority No.__

R. F. Walter.

Encls. Land Agr't and Certificate of Proj. Mgr.

Copy contract for Returns Office with Affi.of Dis.

Ch.of Constr. with copy 01 Eapt.

on Land Agr't and copy of Proj. Mgr.'s Certificate.

Washington, D. C. JAN 10 1916

Approved by H. P. Seidemann, Acting Comptroller, U. S. R. S.

Date of approval JAN IO 1916

Bond, if any (see above), approved by same officer on same date.

Original enclosed for record and return.

H. P. Seldemann, Acting Comptroller, U. S. R. S.

within months from the date hereof, and shall terminate by limitation at the expiration of from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

4. 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. L., 1109).

It is intended by this agreement to grant the United States an easement over the land described for the discharge of water from the Franklin Canal to the Rio Grande. It is also agreed by the United States that they will not maintain an open ditch, but cover the strip of land described with a cement top, and that the Grantors herein have the right to pass over same at will. In event the land should cease to be used as a closed culvert for the desagus of water to the Rio Grande, it shall revert to the Grantors herein.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

Z. T. White,

Horace B. Stevens.

Charles B. Stevens.

Vendor.

THE UNITED STATES OF AMERICA.

R. F. Walter,

By Project Kaneger.

(Official title.)

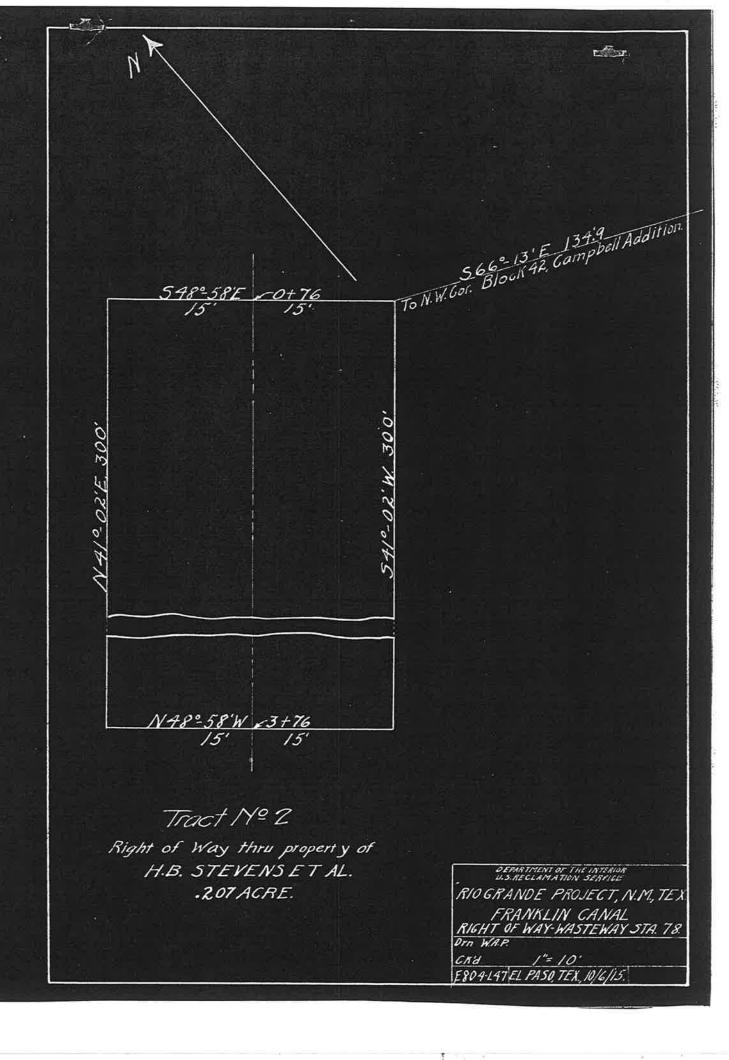
Approved this 10th day of January, 1916

Welley well.

Director, U. S. Reclamation Service.

| 기가 많다 낚신 경기에 크린 | |
|--|---|
| STATE OF TOXAG | [1] 그리고 얼마를 하는 것 같은 그리고 함께 다른 것이다. |
| COUNTY OF RI Page | |
| I, P. W. Still | , a Rotery Public |
| in and for said county, in the State aforesaid | l, do hereby certify that white. |
| Horace B. Stevens and Charles | B. Stevens |
| | |
| -he are newspally known to me to be | the persons whose namesare_subscribed to |
| • | |
| | e this day in person and acknowledged that |
| | of writing as the free and voluntary act, |
| for the uses and purposes therein set forth. | |
| I further certify that I dicheramine the | |
| congrete and apart from her husband, and er | plained to have become to stable for a single status |
| ment, and upon that examination she de | clared, that she did, voluntarily sign, sayla and |
| religious the same without any ricrain | y presmyylainusandydoes nak misla harshaalalhaa |
| - CAME- | |
| Given under my hand and official seal, t | his 226 day of December , 1915 |
| or as file two teams of the state of the sta | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| [SEAL.] | P. W. Still. Notary Public, El Paso County, |
| My commission expires June 1. 1 | |
| | 3745, Rev. Stat.) |
| STATE OF TEXAS | 9 |
| COUNTY OF EI Paso | and the second of a contract executed |
| | ntract hereunto annexed is an exact copy of a contract executed |
| that I made the same fairly without any henefit or a | dvantage to myself, or allowing any such benefit or advantage and Charles B. Stevens 3. Stevensor to any other person or persons; and that the |
| corruptly to the said Z.T.White, Horace is papers accompanying include all those relating to the | 3. Stevensor to any other person or persons; and that the said contract, as required by the statute in such case made and |
| provided. | |
| | Prb ject Manager , Engineer, U. S. R. S. |
| • | |
| | n to before me at El Paso, Texas, |
| [OFFICIAL SEAL.] this day | of December, A. D. 191 5, My commission |
| expires June 1, | 1917. |
| | |
| | Notary Public in and for El |
| Note.—It will be unnecessary to have this affidavi | Paso County, Texas. |
| HOLE,—It was no miscoccas , so have said affairs. | • • |

g -. y -



I hereby certify that the land described in attached agreement dated December 22, 1915, with Z. T. White et al. is necessary for the purposes authorized by the Reclamation Act, vis., for right of way for wasteway from Franklin canal to the Rio Grande, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the agreement to convey be approved.

R. F. Walter. Project Manager.

El Paso, Texas, December 23, 1915.

I hereby certify that this instrument was and is duly recorded in Book UNITED FOR CANAL LINE, ETC. TO STATES

INSTRUCTIONS.

 The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
 Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors. claiming adversely to the grantors.

220 THIS AGREEMENT, made this day of December (See Par. 1 of Instructions, page 4 of this blank.) nineteen hundred and fifteen Z. T. White, Horace B ..., between .. Charles B. Stevens El Paso, El Paso county of ... State Texas and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and

1. The vendor, in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in vicinity of the lands hereinafter described, and of the payment by the United States of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby agree that the authorized agents of the United States may enter upon and survey for, locate, grade, and construct canals, ditches, and other irrigation works, telephone and electric transmission lines, upon and across the land of the vendor, described as follows, to

wit: (For description of land see wheet appended herete)
Signed by Vendors as a means of identification

A tract of land three hundred (300) feet long and thirty (30) feet wide lying fifteen (15) feet on each side of the center line of wasteway at station 78 of the Franklin canal more particularly described as follows:

Beginning at the east corner, from which the North-west corner of Block forty-two (42) of the Campbell Addition to the City of El Paso, Texas, bears south 66° 13' east one hundred thirty-four and nine-tenths (134.9) feet, running thence south 41° 02' west three hundred (300) feet to the international boundary line between the United States and Mexico, thence along said boundary line north 48° 58' west fifteen (15) feet to station 3476 of said wasteway: thence along said course and boundary line fifteen (15) feet, thence north 41° 02' east three hundred (300) feet to boundary between said tract and the right of way of the El Paso & Northeastern Railroad Company, thence along said boundary line south 48° 58' east fifteen (15) feet to station 0476 of center line of said wasteway: thence along same course and boundary line fifteen (15) feet to point of beginning, containing two hundred and seven-thousandths (.207) of an acre more or less.

Z. T. White,
Horace B. Stevens,
Charles B. Stevens.

aginearing Bata C.K.

5.66°-13' E 134'9 To N.W. Cor. Block 42, Campbell Addition. 548°-58'E 15' N48°-58'W 23+76 15' 15' Tract Nº 2 Right of Way thru property of H.B. STEVENS ET AL. .207 ACRE. RIOGRANDE PROJECT, N.M., TEX IN CANAL WASTEWAY STA 78

Tract 2

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

| THIS AGREEMENT, made this | | _ da | y of d | Icean | he |
|------------------------------------|-------------|-----------------------|-------------------|---------|-----|
| ###+een | (See Par. 1 | of Instructions, page | 4 of this blank.) | | |
| nineteen hundred and fifteen, bety | veen Z | . White, | Horace | B. Stev | ens |
| and Charles B. Stevens | zhizari | €xofEl | Paga | | - 1 |
| county of El Pago S | | | | | |
| county of El Pago , S | tate , | ofTex | cas | | |

THE UNITED STATES OF AMERICA and its assigns, by R. F. Walter, Project Manager of the United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388), hereinafter styled the United States, WITNESSETH,

1. The vendor, in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in vicinity of the lands hereinafter described, and of the payment by the United States of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby agree that the authorized agents of the United States may enter upon and survey for, locate, grade, and construct canals, ditches, and other irrigation works, telephone and electric transmission lines, upon and across the land of the vendor, described as follows, to

wit: (For description of land see sheet appended hereto)
Signed by Wendors as a means of identification

A tract of land three hundred (300) feet long and thirty (30) feet wide lying fifteen (15) feet on each side of the center line of wasteway at station 78 of the Franklin canal more particularly described as follows:

Beginning at the east corner, from which the Northwest corner of Block forty-two (42) of the Campbell Addition to the City of El Paso, Texas, bears south 66° 13'
east one hundred thirty-four and nine-tenths (134.9) feet,
running thence south 41° 02' west three hundred (300) feet
to the international boundary line between the United States
and Mexico, thence along said boundary line north 48° 58'
west fifteen (15) feet to station 3.76 of said wasteway;
thence along said course and boundary line fifteen (15)
feet, thence north 41° 02' east three hundred (300) feet
to boundary between said tract and the right of way of the
El Paso & Northeastern Railroad Company, thence along said
boundary line south 48° 58' east fifteen (15) feet to station 0.76 of center line) of said wasteway; thence along
same course and boundary line fifteen (15) feet to point
of beginning, containing two hundred and seven-thousandths
(.207) of an acre more or less.

Engwisning Baca.

77437NDEXED

DEEN GOT LE CONVEY FOR SANGE LINE, ETC.

within—12— months from the date hereof, and shall terminate by limitation at the expiration of —22—12———— from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

4. 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. L., 1109).

It is intended by this agreement to grant the United States an <u>easement</u> over the land described for the discharge of water from the Franklin Canal to the Rio Grande. It is also agreed by the United States that they will not maintain an open ditch, but cover the strip of land described with a cement top, and that the Grantors herein have the right to pass over same at will. In event the land should cease to be used as a closed culvert at will. In event the land should cease to be used as a closed culvert for the desaqua of water to the Rio Grande, it shall revert to the Grantors herein.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

フロロッカ ウェー

| STATE OF TEX | | 원 경우는 흥미의 | |
|---|-----------------------------------|--|--|
| COUNTY OF EL | Paso 3 | 3: | |
| I,P. | W. Still | , a Note | ry Public |
| | ty, in the State aforesaid | d, do hereby certify th | at Z. T. White, |
| Horace B. Ste | wens and Charles | B. Stevens | |
| | | | |
| who Bro perso | onally known to me to be | the persons whose n | ames are subscribed to |
| the foregoing instru | iment, appeared before m | e this day in person and | d acknowledged that they |
| signed, sealed, and | delivered said instrument | of writing as thei | r free and voluntary act, |
| for the uses and pur | rposes therein set forth. | enis di Alientedo. Service e esta | |
| HERKANDARK | enikarakara dairikanika: | csentid 💉 | |
| xsepanalezanizanez | from har kushanir andar | ine redit nationish | extext the xione gains in a stan- |
| | | | d real series which we will be a series of the contract of the |
| AGONTO AND | Me withous any common | Carolin Kion Xaudx | e dzia system z karak z karak |
| Given under m | y hand and official seal, t | his 2 day of | Occumbed, 1915+ |
| Superies | June 1 1917. | Notary I | Public, El Paso County Texas. |
| | | DISINTERESTEDN 3745, Rev. Stat.) | tess. |
| STATE OF | ·} } ss : | • | 8 |
| COUNTY OF | | | |
| I do solemnly swear | (or affirm) that the copy of con | tract hereunto annexed is | an exact copy of a contract executed |
| by me, personally, with that I made the same fa | airly without any benefit or a | lvantage to myself, or allow | wing any such benefit or advantage |
| corruptly to the said papers accompanying inc provided. | clude all those relating to the a | or to any of | ther person or persons; and that the y the statute in such case made and |
| - Sc - 1: | | | |
| | | 5. | , Engineer, U. S. R. S. |
| | Subscribed and swor | a to before me at | |
| [OFFICIAL SEAL.] | | | , A. D. 191 . My commission |
| [OFFICIAL DEALS] | expires | | |
| | Capitos | | \$ m |
| | | *************************************** | |
| | | | |

 $\textbf{Note.} \textbf{--It will}_{l} \textbf{be unnecessary to have this affidavit executed on more than one copy of the contract.}$

o'clock filed for record in my office at COUNTY OF I hereby certify that this instrument was GNITED STA FOR CANAL LINE, ETC. 7-277 McCLINTOCK 88. County Clerk

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.

2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the lands is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

CERTIFICATE OF RECORD.

| THE STATE OF TEXAS; COUNTY OF EL PACO, I, E. B. McCLINTOCK. County Clerk in and for said County, do hereby | |
|--|--|
| ertify that the foregoing instrument of writing with its certificate of authentication, was fived | cortifu |
| or 100001 010 1100 011 010 010 010 010 01 | for Rea |
| clock M., and duly recorded the Zaday of July 1812, 4. D., 1812, | o'clock. |
| Hill o'clock M., in the Deed, Records of said County. in Volume 282 on page Hills | - A |
| Winess my Land or I the seal of the County Court of tu d County, at office | |
| in El Paso, Texas, the day and year last above untition. | |
| E. B. MoCLINTOCK. | |
| Clerk of the County Court, El Paso Come Three | 13 |
| By J. C. July | |
| | e de la composition della comp |

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

None of land is under cultivation and none is capable of being brought under cultivation. Character of land is mostly a silt deposited by the Rio Grande. There is a house on the land owned by Refugio Juarez and contract has been made with her, dated Dec. 23, 1915, providing for the payment to her of damage which will be done to said house. The Character of land is mostly a silt deposited value of this house is \$125.00 or \$150.00. This is the only improvement on the land at present.

(House referred to is in fair condition)

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.

No water rights go with the land. All of the land could be irriget ed but it is not suitable for cultivation.

(None of land is irrigated)

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

Similar land in vicinity is of small value, but will perhaps be valuable in the future for trackage purposes.

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.

Land is situated close to the Rio Grande and is being donated to the Gov't as right of way for a wasteway to be constructed for the purpose of sluicing the Franklin canal when the need arises. None of land will be benefited through construction of the wasteway, and the injury, if any, to the land will be slight, as the wasteway will be covered over on this tract of land. The above is a correct statement of the information procured.

Dated December 23, 191 Б.

(Signature) ... John J. Buck,

(Title) Asst. Dist. Conment.

Approved:

R. F. Walter,

Project Manager.

Tract 2

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

December 22

INFORMATION relating to agreement made

191

for the purchase of land required for

Frenklin camal, Rio Grande

Rl Paso 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.

Land was originally a part of the Ponce de Leon Grant, made by Mexico and confirmed by the legislature of the state of Texas. Came down to the grantors through various means conveyances.

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.

Z. T. White, El Pasc. El Pasc County, Teras, Horace B. Stevens "

Charles B. Stevens." (This land is their own separate property and is being donated to the Gov't.)

See Arts. 1114 and 1115, Title 24; and Arts. 4621 and 4622,

Title 68: Revised Civil Statutes of Texas, 1911.
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 Religite strates session v. P. Safford, 1013 Montana St., El Paso, El Paso County, Texas, is in possession of part of land under a lease determinable at will of above mentioned grantors. She will give up poasession at once. Contract was executed with her dated Dec.23, 1916, providing for the payment of damage to improvements, she having title thereto.

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

other agreement.

Land is not subject to right of way by virtue of contract with water users' association or other agreement.

I hereby certify that the land described in attached agree ment dated December 22, 1915, with Z. T. White et al. is necessary for purposes authorized by the Reclamation Act, namely for right of way for the wasteway from Franklin Canal to the Rio Grande, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the agreement to convey be approved.

R. F. Walter,

Project Manager.

El Paso, Texas, Dec. 23, 1915.

El Paso, Texas, June 5, 1916.

Messrs. Z. T. White, Horace B. Stevens and Charles B. Stevens, C/o Mr. Horace B. Stevens, Mills Building, El Paso, Texas.

Gentlemen:

There is enclosed herewith for execution and acknowledgment, quit claim deed providing for the conveyance of the two tracts of land in the lower part of the city, pursuant to the two contracts of December 22, 1915.

When the quit claim deed has been executed and acknowledged please return the same to this office, and if there is a charge for notarial service kindly submit a bill at the same time and such charge will be paid by the Government.

Thanking you for your courtesy in this matter, I am,

Very truly yours,

P. W. Dent,

District Counsel.

Eno.

hast 2

Bl Pese, force, James 17, 1916.

Manara. S. T. White, H. D. Stevens and Charles B. Stevens.

Mills Bullding.

El Pass, Teres.

Centlemen:

For are hereby edrised that agreement mich you and the United States dated Pesember 22, 1915, in connection with the denution of certain land for right of may for a westeway from the Franklin Canal was approved by the Acting Comptroller of the U.S. Reclamation Service under date of Japaney 10, 1916.

Very truly yours,

P. J. Dont 1

District Coursel

Track 2

El Paso, Toxas, January 17, 1916.

The County Clerk,

El Paso, Temas.

Dear Sir:

There is transmitted herewith for recording and return to this office two agreements with E. T. White, et al. in connection with donation of right of way for a westeway from the Franklin Canal.

Very truly yours.

P. W. Dent H District Coursel

ones 2

UNITED STATES RECLAMATION SERVICE

| | Z | LEE O | Zexes |
|-------|---|-------|---------|
| eet 2 | | | |
| | | | -Cities |

Corner.

Project Manager to the Director (through supervising Engineer)

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for

approval:

project

Accompanied by bond and one copy.

[Insert "Yes" or "No bond."]

Purpose: Right of way for wasteway from Franklin canal

| Advise_ | Ch. of Constr. | Denver, Cole. |
|----------|-----------------|----------------|
| (copy to | Project Kanager | Rl Paso, Texas |

EL PASO, TEXAS

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

amount involved, acthing with Estimated Copy contrast for Returns Office with Aff Encls.

The of Cocetr, with Copy of Rept. on Land Agr't and Copy of Boy Jagr. 'e Certificate.

H. P. Seidemann, Acting Comptroller, U.S. R. S.

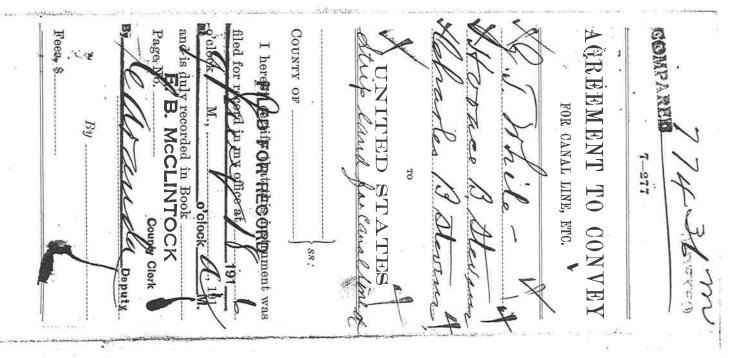
Date of approval JAN 10 1916

Bond, if any (see above), approved by same officer on same date.

for record and return.

P. Seidemann. Acting Comptroller, U. S. R. S.

13/22/15-\ 282/413



INSTRUCTIONS.

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.

2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

SERVIPIENTE OF RECORD.

| THE STATE OF TEXAS: 1 | |
|--|----|
| ESUNTY OF BE 5.30, J. E. B. McVLINTOOK, County Clerk in and for said County, do hereby | |
| Striff; that the foresoing instrument of writing with its percificate of authentication, was filed | , |
| for Resord in my office, on the day of A.D., 1916, at 9. | |
| 8 clock A.M.; and duty recorded the 22 day of and A.D., 1916, of | |
| | |
| 3: 3 reitach Mr., in the Deed, | 93 |
| Records of said County in Volume 282, on page 4/2. | |
| Witness my hunci and the seal of the County Court of said County, at office | |
| in the tase Texas, the day and year last above written. | |
| E. B. McCLINTOCK. | |
| Clearly of the County Court, El Paso County Pages | _ |
| Blass of the Charles of Long County of | |
| Deputy. | |
| | |

7-277

Tract 1

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

| THIS AGREEMENT, made thi | s Igud | day of Oleco | iuhi |
|--|---------------------------|----------------------------|-----------------|
| nineteen hundred and, bet | ween Z. T. Whi | te, Horace B. Ste | ∍vens |
| and Charles B. Stevens | "XXXXXXXof | El Paso, | <u>i</u> |
| county of El Paso, | State , of | Texas | |
| and their heirs, legal representa | | | 199 198 |
| THE UNITED STATES OF AMERICA and it | s assigns, by R. F. | Walter, Project 1 | <u>Mana</u> ger |
| of the United States Reclamation Service | , thereunto duly autho | orized by the Secretary of | of the |
| Interior, pursuant to the act of June 17, 19 | 02 (32 Stat., 388), herei | nafter styled the United S | tates, |
| WITNESSETH, | | | |

1. The vendor, in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in vicinity of the lands hereinafter described, and of the payment by the United States of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby agree that the authorized agents of the United States may enter upon and survey for, locate, grade, and construct canals, ditches, and other irrigation works, telephone and electric transmission lines, upon and across the land of the vendor, described as follows, to

wit: (For description of land see sheet appended hereto)
Signed by Vendors as a means of identification

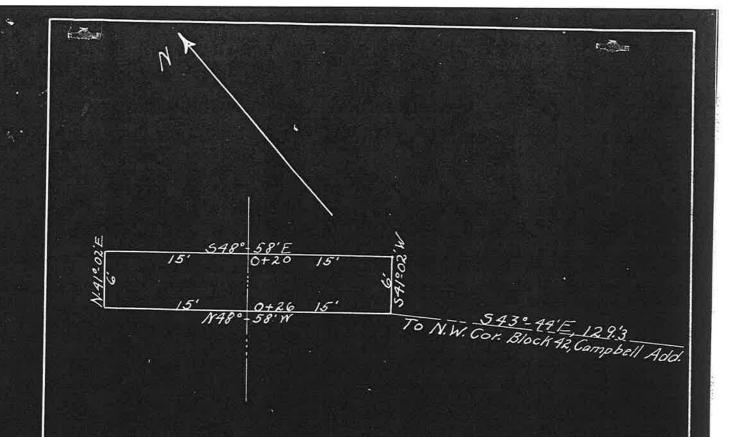
A strip of land six (6) feet long measured along the center line of wasteway at station 78 of the Franklin canal and extending fifteen (15) feet on each side of said center line, more particularly described as follows:

Beginning at a point on the south corner of the tract, from which the Northwest corner of Block forty-two (42), Campbell Addition to the City of El Paso, Texas, bears south 43° 44' east one hundred, twenty-nine and three-tenths (129.3) feet, running thence north 48° 58' west along the southwest boundary between said tract and right of way of the El Paso & Northeastern Railroad Company, fifteen (15) feet to station 0 plus 26 on the center line of said wasteway, thence on same course and along same boundary fifteen (15) feet, thence north 41° 02' east six (6) feet to boundary line between said tract and right of way of Franklin canal; thence south 48° 58' east fifteen (15) feetalong said boundary line to station 0 plus 20 of the center line of said wasteway; thence along said boundary line on same course fifteen (15) feet, thence south 41° 02' west six (6) feet to place of beginning, containing four-thousandths (**004) of an acre more or less.

Hang Stunes Charles B Stirms

Engine Pat

| Mr. Jim Huff: Per our phone conversation - |
|--|
| enclosed are copies of map - the area should |
| gellow is the essement. The possible track is |
| shows in red (center line of track). Some of the |
| blu shadd area may also be under your |
| organization's jurisdiction |
| |
| |
| Chet Nelson |
| 806-376-5131 Ext-272 |
| WATER & POWER |
| RESOURCES SERVICE EL PASO, TEXAS |
| RECD SEPT 1990 |
| PROJ. SUPT. |
| SUTPLY PERSONNEL FIN MCS |
| WATER OPER. Water Resords |
| SAFETY SM&CO |
| EB YSL |
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Tract Nº1 Right of Way thru property of H.B. STEVENS ET AL. .0041 ACRE

DEPARTMENT OF THE INTERIOR U.S. RECLAMATION SERVICE

RIO GRANDE PROJECT, N.M., TEX.

FRANKLIN CANAL RIGHT OF WAY-WASTEWAY STA 78

g i a s s

CKC1 |"= 10" E802-197 EL PA70, TEX.,10/6/15

| COUNTY OF E1 I | 88 0 | \{ \sigma si: | | |
|--|---|--|--|--|
| I, P. W. | St111 | <u> </u> | , a Hotar | y Public |
| in and for said cour | nty, in the St | ate aforesaid, do he | reby certify that | Z. T. Thite, |
| | | Charles B. Ste | | 9.7 |
| | | | • | , +12" |
| who are pers | onally known | to me to be the per | rsor whose name | subscribed to |
| No. of the last of | _ | | | nowledged that the |
| x y p 4 - 5 - 5; | | | · | free and voluntary act, |
| for the uses and pu | | | ing as | Tree and voluntary act, |
| - Infaction a series | wheki did | wastire the season | | |
| separational aparc | FORE ASSAULT | and receptores | | of the peregoing that of |
| HANG BEAUTIFERED | ina oraniana | HOLESON SUSTAINED | HOLANG-THE SIGNATURE | Many sign, seat, and |
| [SEAL.] | | N | A day of Dec | |
| [SEAL.] Ny commission State of | AFFIDA | VIT OF DISINT (Sec. 3745, Rev. Sta | P. W. Still Notery Pu Count ERESTEDNESS | blic, El Paco y, Texas. |
| My commiss 101 State of County of | AFFIDA | VIT OF DISINT (Sec. 3745, Rev. Sta | P. W. Still Notery Pu Count ERESTEDNESS | blic, El Paco y. Texas. |
| STATE OF COUNTY OF I do solemnly swear by me, personally, with that I made the same factorruptly to the said | AFFIDA (or affirm) that the control of the control | (Sec. 3745, Rev. Sta | ERESTEDNESS unto annexed is an exa myself, or allowing an myself, or to any other parts | blic, El Paco y, Texas. |
| STATE OF I do solemnly swear by me, personally, with that I made the same factorruptly to the said papers accompanying incompanying | AFFIDA (or affirm) that the control of the control | (Sec. 3745, Rev. Statement) ss: the copy of contract here y benefit or advantage to | ERESTEDNESS unto annexed is an exa myself, or allowing an myself, or to any other parts | ny such benefit or advantage erson or persons; and that the statute in such case made and |
| STATE OF I do solemnly swear by me, personally, with that I made the same facorruptly to the said papers accompanying incompanying i | AFFIDA (or affirm) that the control of the control | (Sec. 3745, Rev. Statement) ss: the copy of contract here y benefit or advantage to | ERESTEDNESS t.) unto annexed is an exact of myself, or allowing at the control of the second of the | ny such benefit or advantage erson or persons; and that the statute in such case made and |
| STATE OF I do solemnly swear by me, personally, with that I made the same facorruptly to the said papers accompanying incompanying i | AFFIDA (or affirm) that the control of the control | (Sec. 3745, Rev. States) (Sec. 3745, Rev. States) 88: the copy of contract here y benefit or advantage to elating to the said contra | ERESTEDNESS t.) unto annexed is an exa o myself, or allowing ac ct, as required by the s | reas. S. act copy of a contract executed my such benefit or advantage erson or persons; and that the statute in such case made and |
| STATE OF I do solemnly swear by me, personally, with that I made the same facorruptly to the said papers accompanying incompanying i | AFFIDA ((or affirm) that (chirly without any clude all those re | (Sec. 3745, Rev. Statement of Sec. 3745, Rev. Sec. 3745, Re | ERESTEDNESS t.) unto annexed is an exa o myself, or allowing aor to any other pe ct, as required by the s | processing the statute in such case made and statute in such case made and statute. Engineer, U. S. R. S. |
| STATE OF | AFFIDA ((or affirm) that (chirly without any clude all those re Subscriptions | (Sec. 3745, Rev. Statement of Sec. 3745, Rev. Sec. 3745, Re | ERESTEDNESS t.) unto annexed is an exa o myself, or allowing aor to any other pe ct, as required by the s | et copy of a contract executed ny such benefit or advantage erson or persons; and that the statute in such case made and |
| STATE OF | AFFIDA ((or affirm) that (chirly without any clude all those re Subscriptions | (Sec. 3745, Rev. States) ss: the copy of contract here y benefit or advantage to elating to the said contract ibed and sworn to before day of | ERESTEDNESS t.) unto annexed is an exact of myself, or allowing at the control of the control o | et copy of a contract executed ny such benefit or advantage erson or persons; and that the statute in such case made and |

3-6

Note.—It will be unnecessary to have this affidavit executed on more than one copy of the contract.

1 _ -

within months from the date hereof, and shall terminate by limitation at the expiration of from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

4. 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. L., 1109).

It is intended by this agreement to grant the United States an easement over the land described for the discharge of water from the Franklin canal to the Hio Grande. It is also agreed by the United States that they will not maintain an open ditch, but cover the strip of land described with a cement top, and that the Grantors herein have the right to pass over same at will. In event the land should cease to be used as a closed culvert for the desague of water to the Rio Grande, it shall revert to the Grantors herein.

. IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

| Witnesses: | |
|--|--|
| | 2. T. Thite |
| of | Rorses B. Stevens |
| h we was a fine of | Charles B. Stevens |
| of | Vendor. |
| 7 9 00 | |
| To to Stanter | THE UNITED STATES OF AMERICA. |
| of tel Paso Jeca | as By R. F. Walter. |
| A 6 Follett | Project Magare |
| of Hel Pasor So | (Official title.) |
| # | 1 |
| Approved this 10 M day of | January, 1916 |
| iana sa a a a a a a a a a a a a a a a a a | 6 QUAR |
| and the state of t | gd) Af Gerclemann |
| | Octus Confitocle Director U. S. Reclamation Service. |
| | |

7-277

Page No. 413 and is duly recorded in Book filed for record in my office at_ COUNTY OF I hereby certify that this instrument was REEMENT TO CONVEY UNITED STATES FOR CANAL LINE, ETC. 88 . 1916

1. The agreement should not be dated until signed by both parties, but the date should

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.

2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

Project

| THIS AGREEMENT, made | this 22d | day of | Decombes |
|---|--------------------------------|---|----------------|
| nineteen hundred and | (See Par. 1 of Instructi | ons, page 4 of this blank.) On HOTROE B. | Stevens |
| and Charles B. Stevens | | | |
| county of 21 Page, | | | |
| and the ir heirs, legal repres | sentatives, and assigns, her | einafter styled the | vendor, and |
| THE UNITED STATES OF AMERICA as | | | |
| of the United States Reclamation Ser | -, | · | 3 |
| Interior, pursuant to the act of June 1 WITNESSETH, | 7, 1902 (32 Stat., 388), herei | nafter styled the U | Inited States, |
| 1. The vendor, in consideration of | f the benefits to be hereafte | r derived from the | construction |
| of irrigation works through, upon, or | | | |
| payment by the United States of the | sum of one dollar, the recei | pt of which is here | eby acknowl- |
| edged, does hereby agree that the au | thorized agents of the Un | ited States may en | ter upon and |
| survey for, locate, grade, and constru | | , | |
| and electric transmission lines, upon | and across the land of the | vendor, described a | as follows, to |
| For description of | less see about es | pended heret | a) |

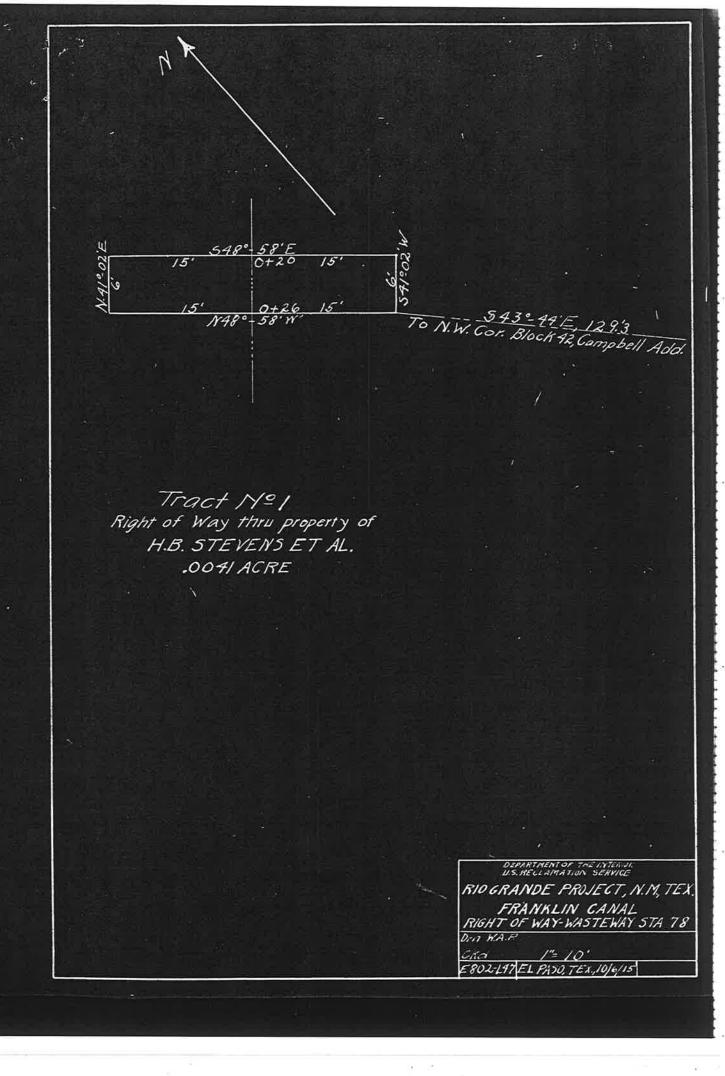
A strip of land six (6) feet long measured along the center line of wasteway at station 78 of the Franklin canal and extending fifteen (15) feet on each side of said center line, more particularly described as follows:

Signed by Vendors as a means of identification

Beginning at a point on the south corner of the tract, from which the Northwest corner of Block fortytwo (42), Campbell Addition to the City of El Paso, Texas, hears south 43° 44' east one hundred, twentynine and three-tenths (129.3) feet, running thence north 48° 58' west along the southwest boundary between said tract and right of way of the El Paso & Northeastern Railroad Company, fifteen (15) feet to station 0 plus 26 on the center line of said wasteway, thence on same course and along same boundary fifteen (15) feet, thence north 41° 02' east six (6) feet to boundary line between said tract and right of way of Franklin canal; thence south 48° 58' east Fifteen (15) feetalong said boundary line to station 0 plus 20 of the center line of said wasteway; thence along said boundary line on same course fifteen (15) feet, thence south 41° 02' west six (6) feet to place of beginning, centaining four-thousandths (.004) of an acre more or less.

Z. T. White, Horace B. Stevens, Charles B. Stevens,

Eugenseing Pata Gr.



within --12-- months from the date hereof, and shall terminate by limitation at the expiration of ----12----- from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

4. 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. L., 1109).

It is intended by this agreement to grant the United States an easement over the land described for the discharge of water from the Franklin Canal to the Rio Grande. It is also agreed by the United States that they will not maintain an open ditch, but cover the strip of land described with a not maintain an open ditch, but cover the strip of land described with a cement top, and that the Grantors herein have the right to pass over same cement top, and that the Grantors herein have to be used as a closed culvert at will. In event the land should cease to be used as a closed culvert for the desaqua of water to the Rio Grande, it shall revert to the Grantors herein.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

| t | the day and year first above written. | 7 (AMP) |
|-----------|---------------------------------------|--|
| | Annowledgment dremed | My Syntigle |
| , | of | Marcy Dlunes Operles BJF svens Vendor. |
| | of | |
| Mesol. | E. E. Stinter | THE UNITED STATES OF AMERICA. By |
| Sorm Sorm | of College Divar. | By Project Manager • (Official title.) |
| TO S | of Thanks | e ingratura di distributa di d |
| Appr | Approved this 10 th day of | anuary, 1916 Can |
| | | Asting Complimation, U. S. Reclamation Service. |
| 185 | | |

| STATE OF Tex | as) | 1 3a | in a public of |
|--|---|---|---|
| COUNTY OF EL | Paso Ss: | | |
| I,P. | W. Still | , a Notar | ry. Public |
| in and for said coun | ty, in the State aforesaid, | lo hereby certify that | Z. T. White. |
| | vens and Charles E | | |
| | | | |
| who are perso | nally known to me to be th | e person S whose nam | ne S are subscribed to |
| | ment, appeared before me th | | |
| | lelivered said instrument of | | |
| for the uses and pur | poses therein set forth. | 5 | rroo and voluntary act, |
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| The state of the s | AK AKKANIMEKA KINA KINA KA | | |
| | ely sectors, kosdend uschus ulosia sedu assitanianus eta | | |
| | MOX MAN SOM X SOM | | |
| ***** | | - vompour some non | SA MALAWARA AND ARTERICA LINC |
| Given under my | hand and official seal, this | day of A | eewhe , 1910 |
| Nobali. | <u> </u> | Χ | c, El Paso County Texas. |
| | AFFIDAVIT OF DIS | INTERESTEDNES Rev. Stat.) | 8 S . |
| STATE OF | 88: | | 70 |
| County of | 8 9 | | |
| | or affirm) that the copy of contract | hereunto annexed is an ex | cact copy of a contract executed |
| by me, personally, with a that I made the same fair | ly without any benefit or advant | age to myself, or allowing | any such benefit or advantage |
| corruptly to the said | de all those relating to the said of | or to any other : | Derson or persons, and that the |
| | t. e | *************************************** | |
| * | | *************************************** | , Engineer, U. S. R. S. |
| 2 | Subscribed and sworn to b | efore me at | |
| [OFFICIAL SEAL.] | thisday of | | |
| | expires | | * = = = = = = = = = = = = = = = = = = = |
| | : | *************************************** | *************************************** |
| | | | *************************************** |
| Note.—It will be unne | cessary to have this affidavit execu | | |