

N<sup>o</sup> WHITE, Z. T., et. al.

QUITCLAIM DEED (664)  
FRANKLIN CANAL  
LEON ST. W. W.  
H&Mnt. TO CONVEY

0023-0068-0003-00

1-(3) Texas

78

NOT INDEXED  
ASSUMED NOT RECORDEDTHE STATE OF TEXAS,  
County of El Paso.

KNOW ALL MEN BY THESE PRESENTS: THAT

Z. T. White, Horace B. Stevens, &amp; Charles B. Stevens, of El Paso,

of the County of El Paso, State of Texas, for and in consideration of the  
sum of One (\$1.00) - - - - - DOLLARS,to them in hand paid by the United States of America, acting pursuant to  
the Act of Congress of June 17, 1902 (32 Stat., 388)~~of the County of~~, ~~and~~, the receipt whereof is hereby  
acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said United  
States of America, acting pursuant to the Act of Congress of June 17,  
1902 (32 Stat., 388), its successors~~and~~ and assigns all their right, title and interest in and unto that tract or parcel of land lying in the County  
of El Paso, and State of Texas, described as follows, to-wit:

Tract No. 1.  
A strip of land six (6) feet long measured along the center line of  
wasteway at Station seventy-eight (78) of the Franklin Canal, and extend-  
ing fifteen (15) feet on each side of said center line, more particular-  
ly described as follows: Beginning at a point on the south corner of  
the strip of land herein conveyed, from which point 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 strip of land herein conveyed and the right of way  
of the El Paso & Northeastern Railroad Company, fifteen (15) feet to  
Station 0+26 on the center line of said wasteway, thence on same course  
along said southwest boundary fifteen (15) feet, thence north 41° 02'  
east, six (6) feet to the boundary line between the said strip of land  
herein conveyed and the right of way of the Franklin Canal, thence south  
48° 58' east, fifteen (15) feet along said last named boundary line to  
Station 0+20 on the center line of said wasteway, thence along the same  
boundary line on same course fifteen (15) feet, thence south 41° 02'  
west, six (6) feet to the place of beginning, containing four thousandths  
of an acre more or less.

Tract No. 2.  
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 waste-  
way at Station seventy-eight (78) of the Franklin Canal more particularly  
described as follows: Beginning at the east corner of the tract herein  
conveyed, from which point the Northwest corner of Block forty-two (42)  
of 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 inter-  
national 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 the same course and  
boundary line fifteen (15) feet, thence north 41° 02' east, three  
hundred (300) feet to the boundary line between said tract of land  
herein conveyed and the right of way of the El Paso & Northeastern  
Railroad Company, thence along said last named boundary line south  
48° 58' east, fifteen (15) feet to Station 0+76 of said wasteway,  
thence along the same course and boundary line fifteen (15) feet  
to the point of beginning, containing two hundred and seven  
thousandths (.207) of an acre more or less.

Witnesses at Request of Grantor:

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE  
ACKNOWLEDGMENTS

to

Filed for record, this

day of, 191, at

o'clock and minutes M.

Clerk.

By Deputy.

El Paso

THE STATE OF TEXAS, }  
COUNTY OF EL PASO,

Before me, in and for  
El Paso County, Texas, on this day personally appeared

known to me to be the person whose name 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 day of, A. D. 19

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 instru-  
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-  
eration therein expressed, and that she did not wish to retract it.

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

THE STATE OF TEXAS, }  
COUNTY OF EL PASO,

I Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the  
day of, A. D. 19 with its certificate of authentication, was filed for record in my  
office this day of, A. D. 19, at o'clock M.  
and duly recorded the day of, A. D. 19, at o'clock M.  
in the records of said County, in Volume on Pages

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.

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,**

**1915**, with

**Z. T. White et al.**

for the purchase of land required for **Wasteway**

purposes, **Franklin canal, Rio Grande** Project, **El Paso**  
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 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 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 virtue 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.

**None of land is 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. 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 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 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,**

(Title) **Asst. Dist. Counsel,**  
~~In Charge of Negotiations~~

Approved:

**R. F. Walter,**

*Project Manager.*

Tract 1

El Paso, Texas, January 17, 1916.

Messrs. E. T. White, E. B. Stevens  
and Charles B. Stevens,

Kills Building,

El Paso, Texas.

Gentlemen:

You are hereby advised that agreement <sup>between</sup> ~~with~~ you and the United States dated December 22, 1915, in connection with the donation of certain land for right of way for a wasteway from the Franklin Canal was approved by the Acting Comptroller of the U. S. Reclamation Service under date of January 10, 1916.

Very truly yours,

W. A. Lunt

District Counsel

Enact 1

JHH

El Paso, 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 wasteway from the Franklin Canal.

Very truly yours,

F. W. Dent H

District Counsel

encs 2

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Tract 1

El Paso, Texas, December 23, 1915.

Ch. of Constr.

Project Manager to the Director (through ~~Supervising Engineer~~).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date December 22, 1915.

EL PASO, TEXAS.

Rio Grande

project

Executed by R. F. Walter

With E. T. White et al.

Accompanied by bond and one copy. [Insert "Yes" or "No bond."] **No bond**Purpose: **Right of way for wasteway from Franklin canal**

Advise Ch. of Constr. at Denver, Colo.

(copy to Project Manager at El Paso, Texas.)

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

Estimated amount involved, \$ ~~nothing~~ Authority No. \_\_\_\_\_

R. F. Walter.

Orig. contract for Director with Rept. on  
Land Agr't and Certificate of Proj. Mgr.  
Encls. Copy contract for Returns Office with Affi. of Dis.  
" " Ch. of Constr. with copy of Rept.  
on Land Agr't and copy of Proj. Mgr.'s Certificate.

Washington, D. C. JAN 10 1916 191

Approved by 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.

*W P M*  
Original enclosed for record and return.

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



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 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:

of \_\_\_\_\_

**Z. T. White,**

**Horace B. Stevens,**

**Charles B. Stevens.**

Vendor.

of \_\_\_\_\_

*E. E. Winter*  
of *El Paso Tex.*  
*B. L. Follett*  
of *El Paso Tex.*

THE UNITED STATES OF AMERICA.

**R. F. Walter,**

By **Project Manager.**

(Official title.)

Approved this *10<sup>th</sup>* day of *January*, 1916

*R. F. Walter*  
*Acting Director* Director, U. S. Reclamation Service.

STATE OF Texas }  
COUNTY OF El Paso } ss:

I, P. W. Still, a Notary Public  
in and for said county, in the State aforesaid, do hereby certify that Z. T. White,  
Horace B. Stevens and Charles B. Stevens

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

~~I further certify that I did examine the said~~  
~~separate and apart from her husband, and explained to her the contents of the foregoing instrum~~  
~~ment, and upon that examination she declared that she did voluntarily sign, seal, and~~  
~~acknowledge the same without any coercion or compulsion, and does not wish to rescind the~~  
~~same.~~

Given under my hand and official seal, this 22d day of December, 1915

[SEAL.]

P. W. Still,  
Notary Public, El Paso County,  
Texas

My commission expires June 1, 1917.

AFFIDAVIT OF DISINTERESTEDNESS.  
(Sec. 3745, Rev. Stat.)

STATE OF Texas }  
COUNTY OF El Paso } ss:

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

Project Manager, Engineer, U. S. R. S.

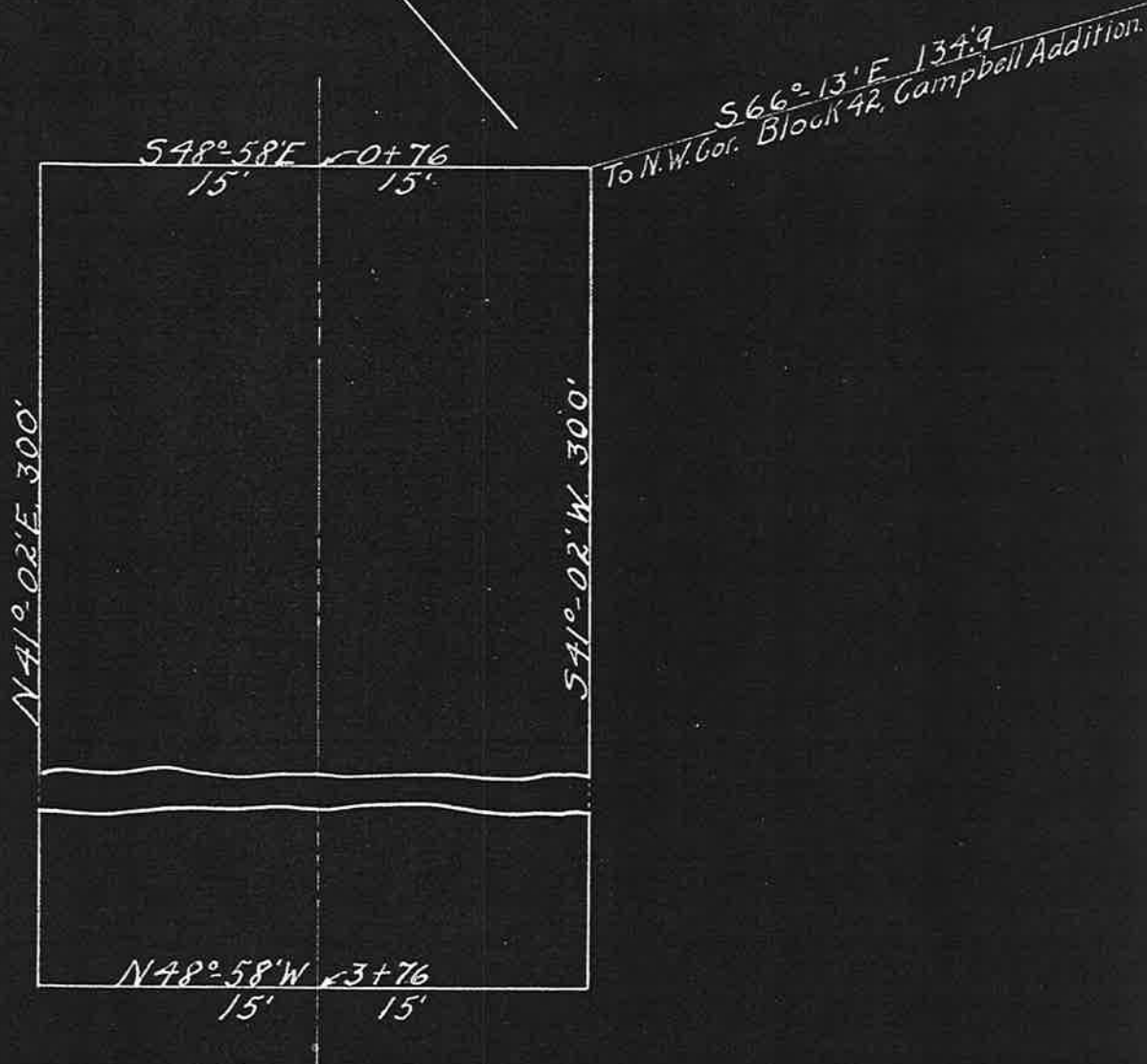
Subscribed and sworn to before me at El Paso, Texas,

[OFFICIAL SEAL.]

this 23d day of December, A. D. 191 5 My commission  
expires June 1, 1917.

Notary Public in and for El  
Paso County, Texas.

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



Tract No 2  
 Right of Way thru property of  
 H.B. STEVENS ET AL.  
 .207 ACRE.

DEPARTMENT OF THE INTERIOR  
 U.S. RECLAMATION SERVICE  
 RIOGRANDE PROJECT, N.M., TEX.  
 FRANKLIN CANAL  
 RIGHT OF WAY-WASTEWAY STA. 78.  
 Dm WAP.  
 CRH 1" = 10'  
 F804-L47 EL PASO TEX, 10/6/15.

Tract 1

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, viz., 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.

77437

7-277

AGREEMENT TO CONVEY  
FOR CANAL LINE, ETC.

*W. J. White*  
*Harold B. Stearns*  
*Charles B. Stearns*

TO

UNITED STATES

COUNTY OF \_\_\_\_\_  
SS: \_\_\_\_\_

I hereby certify that this instrument was  
filed for record in my office at \_\_\_\_\_  
o'clock \_\_\_\_\_ A.M., \_\_\_\_\_  
and is duly recorded in Book \_\_\_\_\_  
Page No. 415

*(Not) E. B. White Clerk*  
By *W. J. White* Deputy

Fee \$ \_\_\_\_\_

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.

*Project*

THIS AGREEMENT, made this 22d day of December  
(See Par. 1 of Instructions, page 4 of this blank.)  
 nineteen hundred and fifteen, between Z. T. White, Horace B. Stevens  
 and Charles B. Stevens, ~~XXXXX~~ his wife, of El Paso,  
 county of El Paso State, of Texas

and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and  
 THE UNITED STATES OF AMERICA and its assigns, by E. 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 acknowl-  
 edged, 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

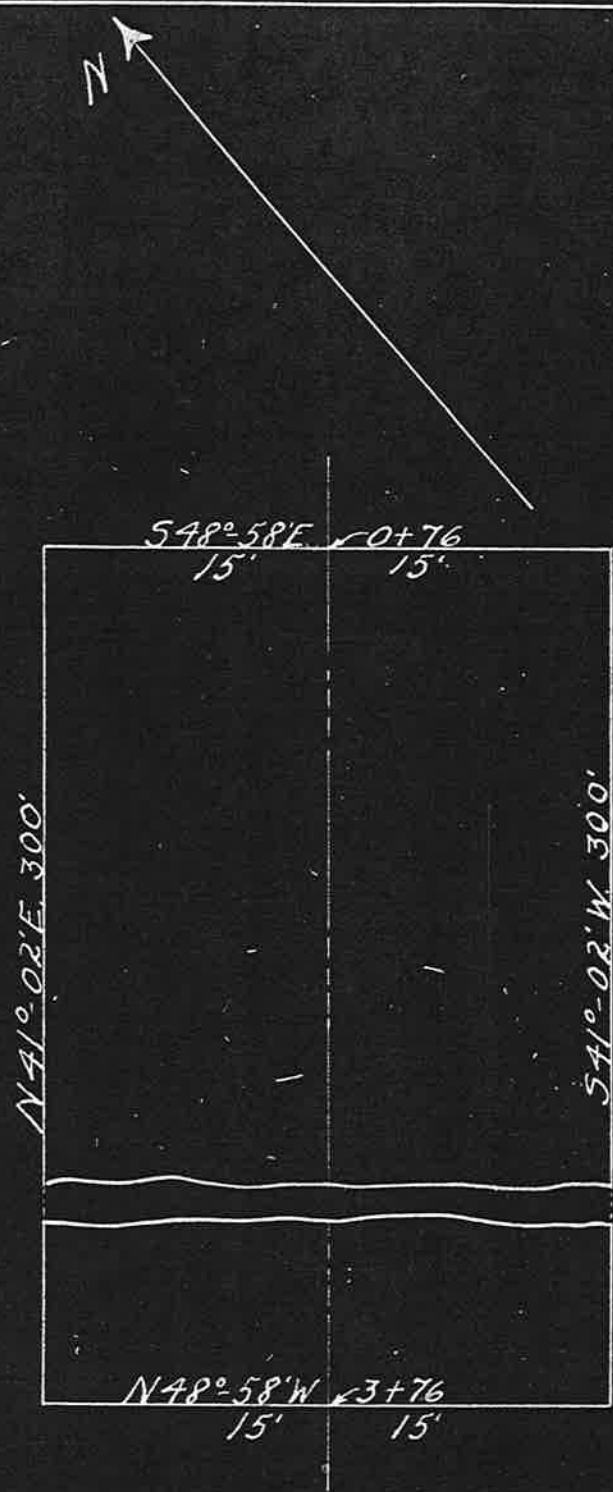
A tract of land three hundred (300) feet long and thirty  
 (30) feet wide lying fifteen (15) feet on each side of the center  
 line of wasteway at station 78 of the Franklin canal more particu-  
 larly described as follows:

Beginning at the east corner, from which the North-  
 west corner of Block forty-two (42) of the Campbell Ad-  
 dition 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 sta-  
 tion 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.

*Engineering Data Co.  
 7 Mch.*





S 66° 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.

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.  
C.H.D. 1" = 10'  
E804-L47 EL PASO TEX. 10/6/15.

7-277

Tract 2

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

THIS AGREEMENT, made this

22<sup>nd</sup> day of December  
(See Par. 1 of Instructions, page 4 of this blank.)

nineteen hundred and fifteen, between Z. T. White, Horace B. Stevens  
and Charles B. Stevens ~~his wife~~ of El Paso,  
county of El Paso, State of Texas

and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and  
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 acknowl-  
edged, 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 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 particu-  
larly described as follows:

Beginning at the east corner, from which the North-  
west corner of Block forty-two (42) of the Campbell Ad-  
dition 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 sta-  
tion 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.

Engineering Data  
Ch. F. M.

U.S. R.

*[Handwritten signature]*



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 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 desagua 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:

*By acknowledgment deemed sufficient*  
of \_\_\_\_\_

*J. W. White*  
*Charles B. Stevens*  
Vendor.

of \_\_\_\_\_  
*E. C. Winter*  
of *El Paso Tex.*  
*W. C. Colby*  
of *Chas. Gas.*

THE UNITED STATES OF AMERICA.

By *A. F. Walter*  
Project Manager.  
(Official title.)

Approved this *10<sup>th</sup>* day of *January*, 191*6*

*A. J. Ferdinand*  
Acting Comptroller U. S. Reclamation Service. *Can*  
*ABM*

Approved as to form  
*John Duck*  
District Counsel  
Date DEC 22 1915

STATE OF Texas }  
COUNTY OF El Paso } ss:

I, P. W. Still, a Notary Public  
in and for said county, in the State aforesaid, do hereby certify that Z. T. White,  
Horace B. Stevens and Charles B. Stevens

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

~~XXXXXX certify that I did examine the said~~  
~~XXXXXX and upon that examination she declared that she did voluntarily sign, seal, and~~  
~~XXXXXX the same without any coercion or compulsion, and does not wish to retract the~~  
~~XXXXXX~~

Given under my hand and official seal, this 22 day of December, 1915

*my commission*  
Expires June 1, 1917.  
[SEAL.]

P. W. Still  
Notary Public, El Paso County Texas.

#### AFFIDAVIT OF DISINTERESTEDNESS.

(Sec. 3745, Rev. Stat.)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

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

\_\_\_\_\_, Engineer, U. S. R. S.

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

[OFFICIAL SEAL.] this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 191 . My commission  
expires \_\_\_\_\_

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

77437 INDEXED  
COMPARABLE 7-277

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

*X. J. White*  
*Horace B. Cleveland*  
*Charles B. Cleveland*

TO  
UNITED STATES  
*for canal line etc*

COUNTY OF \_\_\_\_\_  
SS: \_\_\_\_\_

I hereby certify that this instrument was

filed for record in my office at \_\_\_\_\_

o'clock \_\_\_\_\_ FILED FOR RECORD 191

and is duly recorded in Book \_\_\_\_\_ 191

Page No. \_\_\_\_\_ o'clock \_\_\_\_\_ M.

E. B. McCLINTOCK

County Clerk

By *E. B. Cleveland* Deputy

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.

CERTIFICATE OF RECORD.

THE STATE OF TEXAS;  
COUNTY OF EL PASO, }

I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for Record in my office, on the 18 day of Jan, A. D., 1916, at 2:00 o'clock P. M., and duly recorded the 22 day of Jan, A. D., 1916, at 4:08 o'clock P. M., in the Deed, \_\_\_\_\_

Records of said County, in Volume 282, on page 415

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

E. B. McCLINTOCK.

Clerk of the County Court, El Paso County, Texas

By *H. B. Buckner* Deputy

12/22/15  
282/415

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.*

**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 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 irrigated 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 **5.**

(Signature) ... **John J. Buck,** .....

(Title) ..... **Asst. Dist. Commissioner** .....

Approved:

**R. F. Walter,**

*Project Manager.*

**Tract 2**

**REPORT ON LAND AGREEMENT**

**DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE**

INFORMATION relating to agreement made  
**Z. F. White et al.**

**December 22,**

**5**  
191 , with

**Wasteway**  
for the purchase of land required for  
**Franklin canal, Rio Grande**  
purposes, **El Paso**  
County, **Texas.** Project,

1. State description and approximate area of land to be conveyed.  
**.207 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 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. F. White, El Paso, El Paso County, Texas,**

**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 tenant is to give up possession.

**Refugio Juarez, c/o 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 possession at once. Contract was executed with her dated Dec. 23, 1915, 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.**

Tract 2

I hereby certify that the land described in attached agreement 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.

Enc.

Tract 2

El Paso, Texas, January 17, 1916.

Messrs. A. F. White, H. B. Stevens  
and Charles B. Stevens,

Mills Building,

El Paso, Texas.

Gentlemen:

You are hereby advised that agreement <sup>between</sup> ~~with~~ you and the United States dated December 22, 1915, in connection with the donation of certain land for right of way for a wasteway from the Franklin Canal was approved by the Acting Comptroller of the U. S. Reclamation Service under date of January 10, 1916.

Very truly yours,

R. E. Dent R

District Counsel



Tract 2

JHE

El Paso, 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 E. T. White, et al. in connection with donation of right of way for a wasteway from the Franklin Canal.

Very truly yours,

P. H. Dent H

District Counsel

encc 2

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

**El Paso, Texas, December 23**, 191**5**

**Tract 2**

**Ch. of Constr.**

Project Manager to the Director (through ~~Supervising Engineer~~).

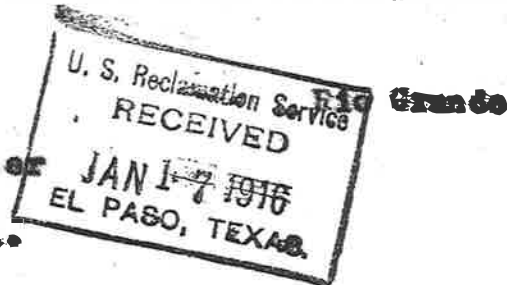
Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date **Dec. 22, 1915.**

Executed by **H. F. Walter**

With **Z. F. White et al.**



project

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

**No bond**

Purpose: **Right of way for wasteway from Franklin canal**

Advise **Ch. of Constr.**

**Denver, Colo.**

(copy to **Project Manager** ✓

**El Paso, Texas**)

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

Estimated amount involved, ~~Nothing~~ Authority No. \_\_\_\_\_

**Orig. contract for Director with Rept. on Land Agr't and Certificate of Proj. Mgr.**

Encls. **Copy contract for Returns Office with Affl. of H. F. Walter.**

**" " " Ch. of Constr. with Copy of Rept. on Land Agr't and Copy of H. F. Mgr.'s Certificate.**

Washington, D. C. **JAN 10 1916** 191

Approved by **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.

Original enclosed <sup>roc</sup> for record and return.

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

COMPARED

7-277

774-36m

# AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

*W. J. White -*  
*Attorney B. Stearns*  
*Charles B. Stearns*  
TO  
UNITED STATES  
*strip land for canal line*

COUNTY OF

SS:

I hereby certify that this agreement was  
filed for record in my office at

o'clock M., o'clock A.M., 191

and is duly recorded in Book

Page No. **E. B. McCLINTOCK**

County Clerk

By *E. B. McClintock* Deputy

By

Fees, \$

## 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.

## CERTIFICATE OF RECORD.

THE STATE OF TEXAS, }  
COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby  
certify that the foregoing instrument of writing with its certificate of authentication, was filed  
for Record in my office, on the 18 day of Jan A. D., 1916, at 9:00  
o'clock A.M., and duly recorded the 22 day of Jan A. D., 1916, at  
2:30 o'clock P.M., in the Deed,

Records of said County, in Volume 282, on page 412.  
Witness my hand and the seal of the County Court of said County, at office  
in El Paso, Texas, the day and year last above written.

**E. B. McCLINTOCK.**

Clerk of the County Court, El Paso County, Texas

By *J. D. Puckett* Deputy

12/22/15- 282/412.

Original to Auditor, \_\_\_\_\_

Copy to Returns Office, \_\_\_\_\_

Director

7-277

Tract 1

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

THIS AGREEMENT, made this 22nd day of December  
(See Par. 1 of Instructions, page 4 of this blank.)  
nineteen hundred and fifteen, between Z. T. White, Horace B. Stevens  
and Charles B. Stevens, ~~xxxxxx~~ of El Paso,  
county of El Paso, State of Texas  
and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and  
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 acknowl-  
edged, 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  $43^{\circ} 44'$  east one hundred, twenty-  
nine and three-tenths (129.3) feet; running thence  
north  $48^{\circ} 58'$  west along the southwest boundary be-  
tween 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 waste-  
way, thence on same course and along same boundary  
fifteen (15) feet, thence north  $41^{\circ} 02'$  east six (6)  
feet to boundary line between said tract and right  
of way of Franklin canal; thence south  $48^{\circ} 58'$  east  
fifteen (15) feet along 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  $41^{\circ} 02'$  west six (6) feet to place  
of beginning, containing four-thousandths (.004) of  
an acre more or less.

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

Engineering Data  
Ch. J. M. M.

RECEIVED  
DEC 22 1915  
RMC

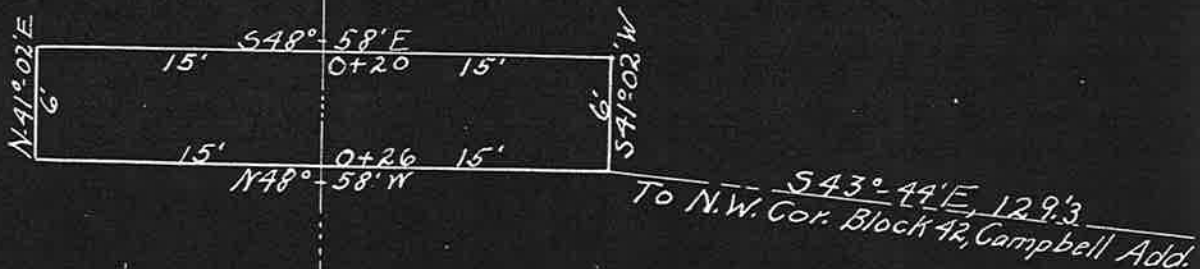
9-3-80

Mr. Tim Huff: Per our phone conversation - enclosed are copies of map - the area shaded yellow is the easement. The possible track is shown in red (center line of track). Some of the blue shaded area may also be under your organization's jurisdiction.

Chet Nelson

806 - 376 - 5131 Ext. 272

WATER & POWER RESOURCES SERVICE EL PASO, TEXAS		
RECD SEP 3 1980		
ROUTE TO		Initials
PROJ. SUPT.		
CHIEF ADM.		
SUPPLY		
PERSONNEL		
FIN. MGR.		
CHIEF ENGR.	✓	KRP
WATER OPER.		
Water Records		
Eng'g	✓	
SAFETY		
SM&CO		
EB	YSL	



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

DEPARTMENT OF THE INTERIOR  
U.S. RECLAMATION SERVICE  
RIOGRANDE PROJECT, N.M., TEX.  
FRANKLIN CANAL  
RIGHT OF WAY-WASTEWAY STA 78  
D. in W.A.P.  
C.R.D. 1" = 10'  
E802-L17 EL PASO, TEX., 10/6/15

STATE OF TexasCOUNTY OF El Paso

ss:

I, P. W. Still, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Z. T. White,  
Horace B. Stevens and Charles B. Stevens

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

~~I do hereby certify that I did examine the said instrument and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.~~

Given under my hand and official seal, this 22d day of December, 1915

[SEAL.]

P. W. Still,  
Notary Public, El Paso  
County, Texas.

My commission expires June 1, 1917.

## AFFIDAVIT OF DISINTERESTEDNESS.

(Sec. 3745, Rev. Stat.)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss:

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

\_\_\_\_\_, Engineer, U. S. R. S.

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

[OFFICIAL SEAL.]

this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 191 \_\_\_\_\_. My commission  
 expires \_\_\_\_\_

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



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 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:

of \_\_\_\_\_

**W. F. White**

**Horace B. Stevens**

**Charles B. Stevens**

Vendor.

of \_\_\_\_\_

*E. E. Winter*  
of *Del Paso Texas.*  
*H. L. Foblett*  
of *Del Paso Texas.*

THE UNITED STATES OF AMERICA.

By **R. F. Walter,**  
**Project Manager.**

(Official title.)

Approved this 10<sup>th</sup> day of January, 1916

*(Sgd.) H. P. Reichenmann*  
*Acting Comptroller* **Director, U. S. Reclamation Service.**



77436

7-277

**AGREEMENT TO CONVEY**  
FOR CANAL LINE, ETC.

TO

UNITED STATES

COUNTY OF \_\_\_\_\_

SS:

I hereby certify that this instrument was  
filed for record in my office at 9:00  
o'clock A.M., Jan 22, 1916  
and is duly recorded in Book 282  
Page No. 413

Fee \$ \_\_\_\_\_

By W B McClinton  
W B McClinton  
By W B McClinton  
W B McClinton

**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.

AN NOTE BOYS OF LEAD.

Horace E. Stevens

Horace E. Stevens

Project

THIS AGREEMENT, made this 22d day of December  
(See Par. 1 of Instructions, page 4 of this blank.)

nineteen hundred and fifteen, between Z. T. White, Horace B. Stevens

and Charles B. Stevens, ~~knowing~~ of El Paso

county of El Paso, State of Texas

and the ir heirs, legal representatives, and assigns, hereinafter styled the vendor, and

THE UNITED STATES OF AMERICA and its assigns, by E. F. Walker, 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 acknowl-  
edged, 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)

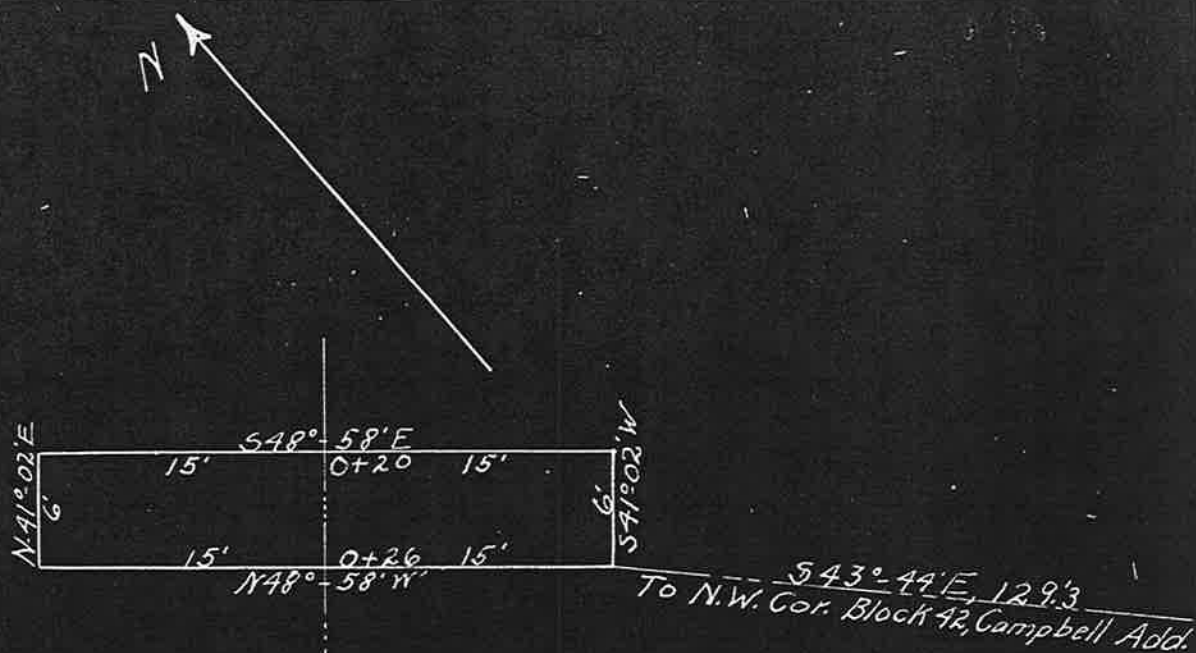
Signed by Vendors as a means of identification

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  $43^{\circ} 44'$  east one hundred, twenty-  
nine and three-tenths (129.3) feet, running thence  
north  $49^{\circ} 58'$  west along the southwest boundary be-  
tween 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 waste-  
way, thence on same course and along same boundary  
fifteen (15) feet; thence north  $41^{\circ} 02'$  east six (6)  
feet to boundary line between said tract and right  
of way of Franklin canal; thence south  $49^{\circ} 58'$  east  
Fifteen (15) feet along 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  $41^{\circ} 02'$  west six (6) feet to place  
of beginning, containing four-thousandths (.004) of  
an acre more or less.

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

Engineering Data Co.  
F. Mott.



Tract No 1  
 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  
 D.M. W.A.F.  
 C.R. 1" = 10'  
 E802-L97 EL PASO, TEX., 10/6/15

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 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 desagua 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:

*Acknowledgment deemed sufficient*

of \_\_\_\_\_

of \_\_\_\_\_

*E. E. Hunter*

of \_\_\_\_\_

*El Paso, Texas*

of \_\_\_\_\_

*El Paso*

Approved this 10<sup>th</sup> day of January, 1916

THE UNITED STATES OF AMERICA.

By A. F. Walter  
Project Manager.

(Official title.)

*Cam*  
*9371*  
*H. P. Erdmann*  
Acting Comptroller, U. S. Reclamation Service.

Approved as to form

*John Q. Duck*  
District Counsel.

Date DEC 22 1915

STATE OF Texas  
COUNTY OF El Paso

ss:

I, P. W. Still, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Z. T. White,  
Horace B. Stevens and Charles B. Stevens

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

~~I further certify that I did examine the said~~  
~~separate and apart from her husband and explained to her the contents of the foregoing inst-~~  
~~ment, and upon that examination she declared that she did voluntarily sign, seal, and~~  
~~acknowledge the same without any coercion or compulsion, and does not wish to retract the~~  
~~same.~~

Given under my hand and official seal, this 22 day of December, 1915  
my commission  
Expires June 1, 1917. P. W. Still  
Notary Public, El Paso County Texas.

AFFIDAVIT OF DISINTERESTEDNESS.  
(Sec. 3745, Rev. Stat.)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

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

\_\_\_\_\_, Engineer, U. S. R. S.

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

[OFFICIAL SEAL.] this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1915. My commission expires \_\_\_\_\_

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