Approved May 7, 1918, by the Secretary of the Interior.

Form 9-372
7-11

THIS AGREEMENT, made August 22, nineteen hundred and sixteen, between Delaven S. de Lujan (widow) of the City of El Paso, El Paso County, of El Paso, Texas, for herself, her heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by E. H. Baldwin, Project Manager United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one ($1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in the county of El Paso State of Texas, to wit:

A tract of land situated in the Southeast quarter (SE¼) of Section thirty-two (32), Township thirty-three (33) South, Range eight (8) East of the United States Reclamation Service survey, more particularly described as follows: Beginning at the Southeast corner of the tract herein described, which is a point on the West right of way line of the Franklin Canal and the North right of way line of the public road from Fabens, Texas, to San Elizario, Texas, and from which point the Southeast corner of said Section thirty-two (32) bears South 88° 22' East a distance of one thousand eight hundred ninety-three and four-tenths (1893.4) feet; running thence South 60° 35' West a distance of two hundred fifty-three and two-tenths (253.2) feet along the North right of way line of the aforementioned road to Station 5 plus 84 of the Franklin Canal Project; thence on same course a distance of forty-nine and four-tenths (49.4) feet; thence North 13° 24' East a distance of one hundred seventy-six and seven-tenths (176.7) feet; thence to the left on a curve tangent to the last course and the radius of which is three hundred seventy-five and three-tenths (375.3) feet a distance of three hundred forty-nine and two-tenths (349.2) feet, measured on 100 feet chords; thence North 49° 54' East a distance of five (5.0) feet; thence South 40° 06' East along the West right of way line of the Franklin Canal a distance of four hundred fifty-two and five-tenths (452.5) feet to the place of beginning, containing one and six-hundredths (1.06) acres, more or less.

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement; Provided, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of [redacted] dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until [redacted] notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until [redacted]; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of [redacted] months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

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

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

Witnesses:

A. M. Hamilton

of El Paso, Texas

E. H. Kistler

of El Paso, Texas

L. J. Rossiter

of El Paso Tex

Nina De Witt

of El Paso Texas

Delores B. de Lujan

Vendor.

L. E. Baldwin

For and on behalf of the United States.

STATE OF Texas
COUNTY OF El Paso } ss:

I, George L. Hanson, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Delores B. de Lujan (widow)

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

she

signed, sealed, and delivered said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

[redacted]

Given under my hand and official seal, this 31st day of August, 1916

(SEAL) [SEAL.]

George L. Hanson
Notary Public

My commission expires June 1, 1917

Approved Oct 4, 1916, 191

Morris Bien
Acting Director

1-26

AGREEMENT TO SELL

TO

UNITED STATES.

County of _____ } ss:

I hereby certify that this instrument was filed for record at my office at _____ o'clock _____ M., _____ 191____, and is duly recorded in Book _____ Page No. _____

By _____

Fee, $ _____

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF ..... } SS:
COUNTY OF ..... }

I do solemnly swear (or affirm) that the copy of contract hereto 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 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.—Execute this affidavit only on the copy for the Returns Office, not on original

AFFIDAVIT

State of Texas)
County of El Paso) ss.

We, C. M. McKinney, who resides at 1101 E. Rio Grande St El Paso Tex, and E. M. Mounts, who resides at 1101 E. Rio Grande St El Paso Tex, being first duly sworn on oath depose and say each for himself as follows:

That I am more than twenty-one years of age; that I was well acquainted with J. Mauro Lujan, now deceased, for the ten years prior to his death in 1916, and with his wife, Dolores S. de Lujan, who is still living; that to my knowledge said J. Mauro Lujan and Dolores S. de Lujan were in continuous, open, notorious and adverse possession for the said period of ten years prior to the death of said J. Mauro Lujan, of that certain land described in an agreement between the United States and the said Dolores S. de Lujan, dated August 31, 1916, claiming to be the owners thereof and paying taxes thereon, and that no one claiming any interest adverse to the said J. Mauro Lujan and Dolores S. de Lujan, has been in possession of said land, or any part of it, during the period of time above mentioned.

That we, nor either of us, have any claim or interest in the proceeds to be derived from the sale of said land to the United States.

O. M. McKinney

Bernice Decker

Subscribed and sworn to before me this 22nd day of November, A. D. 1917.

W B Ivel

Notary Public, in and for El Paso County, Texas.

My Commission expires June 1, 1919.

Form approved by the Secretary of the Interior, January 15, 1919.

7—281.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made August 31, 1916, with Dolores S. de Lujan (widow) for the purchase of land required for right of way for Rio Grande Canal Necessary purposes, Rio Grande Project, El Paso County, Texas

1. State description and approximate area of land to be conveyed: 1.06 acres. For description, see agreement to sell

2. State nature, number, and date of entry by which it was acquired under public-land laws, also date of final certificate and patent if such have been issued:

Land is located in San Elizario Grant, a Mexican grant made under the laws of Mexico. Has never a part of public domain

3. State names of the owners, giving names in full, post office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

Dolores S. de Lujan, a widow, El Paso, Texas (507 Prospect avenue)

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.

Owner is in possession. 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 subject to right of way by virtue of stock subscription contract with the El Paso Valley Water Users' Association, but reservation has been released by resolution of Assn. Copy of which has been heretofore furnished

6. State how much of the land is under cultivation, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land and the character of crops produced upon the cultivated portion; also the condition and kind of improvements, if any.

Land is all under cultivation, having a good stand of alfalfa on it.

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.

Land is all cultivated and all under irrigation. Water is obtained from the Franklin Canal

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

From $125.00 to $200.00 per acre

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 construction of this dissegue will in all probability result in a benefit to the land in the immediate vicinity as it will have a tendency to lower the ground water plane.

The above is a correct statement of the information procured.

Dated September 1, 1916.

Approved:

F. H. Baldwin
Project Manager

F. C. Hough
Supt. of Construction

INSTRUCTIONS.

The proper method of procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to lands withdrawn under the provisions of paragraph 2 of office circular No. 127, of October 28, 1905, where public lands are appropriated for irrigation purposes; in such cases the agreements for purchases of improvements may be entered into on Form 7-523.

1. As soon as possible after it has been ascertained that the property will be required, the engineer in charge should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, title report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Service Order No. 65.)

2. When the agreement has been approved, the original will be returned to the engineer, who will immediately notify the vendor thereof and call upon him, pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, [illegible]tion, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States attorney for the district, after the engineer has received notice that instructions have been issued to the former by the Attorney General to examine and report on the subject of titles. These instructions will be requested by this office after the receipt of information from the engineer that the purchase of lands has become necessary.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the engineer, to be executed by the vendor after the title has been found acceptable. A quit-claim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The engineer in charge will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and upon the approval thereof by the Secretary of the Interior, all the papers will be returned to the engineer for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the option, abstract of title, deed, and copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

8. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it has been relinquished and canceled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which cannot be described in the ordinary way (by quarters and halves), subdivisional surveys should be made and the land lotted (Service Order 84 and Circular August 9, 1909). Relinquishment should then be secured of the lot needed as above.

9. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

10. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the engineer in charge before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the engineer in charge of the particular project, to be forwarded to the chief engineer at Washington, D. C.

12. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under power in a will. A certified copy of the evidence of authority must accompany the papers.

13. The husband and wife must join in the agreement except where the local land laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, a widow or widower.

14. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

15. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

16. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

17. Special conditions and limitations may be added, when necessary, to the printed forms of contract in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C.

18. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281.

REPORT ON LAND AGREEMENT.

For _____ purpose,

_____ project.

Sec. _____, T. _____, R. _____, M.

Belonging to _____

County of _____

State of _____

Submitted by _____

Date, _____, 191__

The State of Texas, } Know all Men by these Presents: that
County of El Paso.

George E. LeBreton, a single man

of the County of El Paso, State of Texas, in consideration of the sum of
One Hundred Twenty-Five and no/100 ($125.00) - - - - - - - - - - - - DOLLARS

to me in hand paid by the United States of America, acting pursuant to the Act of Congress of July 17, 1952(66 Stat., 757), the receipt of which is hereby acknowledged has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said United States of America, its successors and assigns,

~~the Grantee~~/ ~~and~~ ~~of~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land situated in the northeast quarter(NE¼) of section thirty-two(32), Township thirty-three(33) South, Range eight(8) East, of the United States Reclamation Service Survey, more particularly described as follows: Beginning at the southeast corner of the tract herein described, which is a point on the West right of way line of the Franklin Canal and the North right of way line of the public road from Fabens, Texas, to San Elisario, Texas, and from which point the southeast corner of said section thirty-two(32) bears South 45° 32' East, a distance of one thousand eight hundred ninety-three and four-tenths(1893.4) feet; running thence South 58° 24' West a distance of two hundred fifty-three and two-tenths(253.2) feet along the North right of way line of the above mentioned road to station 5 plus 54 of the Franklin Canal Designa; thence on same course a distance of forty-nine and four-tenths(49.4) feet; thence North 15° 24' West a distance of one hundred seventy-six and seven tenths(176.7) feet; thence to the left on a curve tangent to the last course and the radius of which is three hundred seventy-five and three-tenths(375.3)feet, a distance of three hundred forty-nine and two-tenths (349.2) feet, measured on 100-foot chords; thence North 49° 54' West a distance of five(5.0) feet; thence North 40° 06' East along the West right of way line of the Franklin Canal a distance of four hundred fifty-two and five-tenths(452.5) feet to the place of beginning, containing one and six-hundredths(1.06) acres, more or less.

To Have and to Hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said UNITED STATES OF AMERICA, ITS SUCCESSORS and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to Warrant and forever Defend, all and singular, the said premises unto the said UNITED STATES OF AMERICA, ITS SUCCESSORS, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand at El Paso, Texas this 22nd day of October, A. D. 19 56

George E. LeBreton

Witness at Request of Grantor.

THE STATE OF TEXAS,
County of El Paso.

Before me Geo. H. Hendley, a notary public in and for El Paso County, Texas, on this day personally appeared George Lee Graham, a single man,

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of October A. D. 19[illegible]

C. H. Jones

My commission expires June [illegible] 1927.
(SEAL)

Notary Public in and for El Paso County, Texas

THE STATE OF TEXAS,
County of El Paso.

Before me _____ in and for El Paso County, Texas, on this day personally appeared _____, wife of _____ known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____ A. D. 19[illegible]

_____

_____

THE STATE OF TEXAS,
County of El Paso.

I, W. D. Grant Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the 22nd day of October, A. D. 1926, with its certificate of authentication, was filed for record in my office this 29th day of April, A. D. 1927, at 4:10 o'clock P. M. and duly recorded this 2nd day of May, A. D. 1927, at 3:10 o'clock P. M. in the records of said County, in Volume 474 on Pages 116.

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.

W. D. Grant
Clerk, County Court.

(SEAL)

By A. A. Osborne, Deputy.

Compared 3149 DEEDS

Geo. L. Graham
a single man
TO
The United States of America

WARRANTY DEED
SUBJECT TO RESERVATIONS AND EXCEPTIONS

Filed for record April 29 1927
at 4:10 o'clock P. M.
W. D. Grant Clerk County Court.
By Srinsmunds, Jr. Deputy.
10/26/26

Compared 5766 INDEXED

George F. LaBraton

a single man

TO

The United States of

America

WARRANTY DEED

SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for record APRIL 29 1957

at 4:10 o'clock P. M.

W. D. Grant
Clerk County Court.

By Origenes Jr. Deputy.

10/22/26 474/226

RUN IN PAGE

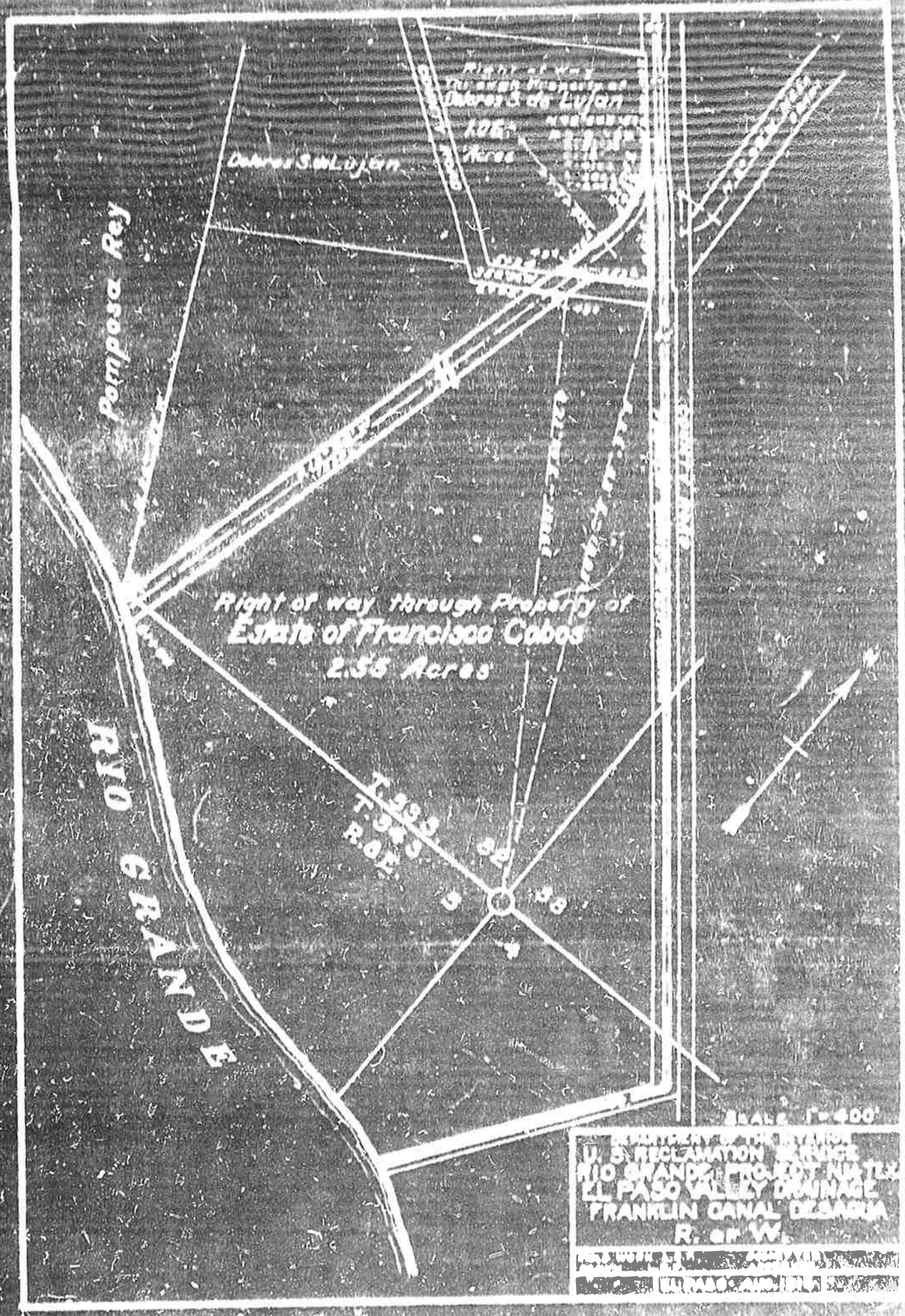
THE STATE OF TEXAS,
County of El Paso. } I, W. D. Grant Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the 22nd day of October, A. D. 1926, with its certificate of authentication, was filed for record in my office this 29th day of April, A. D. 1927, at 4:10 o'clock P. M. and duly recorded this 2nd day of May, A. D. 1927, at 2:10 o'clock P. M. in the records of said County, in Volume 476 on Pages 116

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.

W. D. Grant
Clerk, County Court.

(SEAL)

By A. A. Ordaz, Deputy.


Right of way
through Property of
Dolores S. de Lujan
105
Acres
Dolores S. de Lujan
Pompasa Rey
Right of way through Property of
Estate of Francisco Cabos
2.55 Acres
T.39 S.
T.34 S.
R.6 E.
RIO GRANDE
SCALE 1"=400'
U. S. RECLAMATION SERVICE
RIO GRANDE PROJECT NEW MEX.
EL PASO VALLEY DRAINAGE
FRANKLIN CANAL DISTRICT
R. of W.

STATE OF TEXAS. }
COUNTY OF EL PASO. } ss.

L. R. Fleck, being first duly sworn on his oath deposes and says, that the United States of America is now and for more than ten years last past to-wit, since about the 1st day of October 1916, has been using and enjoying and has been in continuous open, notorious, uninterrupted, peaceable and adverse possession of the following described premises lying in the County of El Paso and State of Texas, and more particularly described as follows to-wit:

A tract of land situated in the Southeast quarter (SE¼) of Section thirty-two (32), Township thirty-three (33) South, Range eight (8) East of the United States Reclamation Service Survey, more particularly described as follows: Beginning at the Southeast corner of the tract herein described, which is a point on the West right of way line of the Franklin Canal and the North right of way line of the public road from Fabens, Texas, to San Elizario, Texas, and from which point the Southeast corner of said Section Thirty-two (32) bears South 25°32' East, a distance of one thousand eight hundred ninety-three and four-tenths (1893.4) feet; running thence south 58°34' West a distance of two hundred fifty-three and two-tenths (253.2) feet along the North right of way line of the aforementioned road to Station 5 plus 24 of the Franklin Canal Baseline; thence on same course a distance of forty-nine and four tenths (49.4) feet; thence North 15°24' East a distance of one hundred seventy-six and seven tenths (176.7) feet; thence to the left on a curve tangent to the last course and the radius of which is three hundred seventy-five and three-tenths (375.3) feet, a distance of three hundred forty-nine and two-tenths (349.2) feet, measured on 100 foot chords; thence North 42°22' East along the West right of way line of the Franklin Canal a distance of four hundred fifty-two and five-tenths (452.5) feet to the place of beginning, containing one and six-hundredths (1.06) acres, more or less.

L. R. Fleck

STATE OF TEXAS. }
COUNTY OF EL PASO. } ss.

Before me the undersigned authority and Notary Public in and for the said state and county on this day personally appeared L. R. Fleck, known to me to be such person and who being by me duly sworn upon his oath states that all of the facts in the foregoing affidavit are true.

Given under my hand and seal of office this 20th day of December, 1926.

Geo. W. Hoadley,
Notary Public in and for El Paso County, State of Texas.

My commission expires
June 1, 1927.

(SEAL)

STATE OF TEXAS,)
) ss.
COUNTY OF EL PASO.)

L. R. Fleck, being first duly sworn on his oath deposes and says, that the United States of America is now and for more than ten years last past to-wit, since about the 1st day of October 1916, has been using and enjoying and has been in continuous open, notorious, uninterrupted, peaceable and adverse possession of the following described premises lying in the County of El Paso and State of Texas, and more particularly described as follows to-wit:

A tract of land situated in the Southeast quarter (SE¼) of Section thirty-two (32), Township thirty-three (33) South, Range eight (8) East of the United States Reclamation Service Survey, more particularly described as follows: Beginning at the Southeast corner of the tract herein described, which is a point on the West right of way line of the Franklin Canal and the North right of way line of the public road from Fabens, Texas, to San Elizario, Texas, and from which point the Southeast corner of said Section Thirty-two (32) bears South 25°22' East, a distance of one thousand eight hundred ninety-three and four-tenths (1893.4) feet; running thence south 59°36' West a distance of two hundred fifty-three and two-tenths (253.2) feet along the North right of way line of the aforementioned road to Station 5 plus 54 of the Franklin Canal Monogram; thence on same course a distance of forty-nine and four tenths (49.4) feet; thence North 15°24' East a distance of one hundred seventy-six and seven tenths (176.7) feet; thence to the left on a curve tangent to the last course and the radius of which is three hundred seventy-five and three-tenths (375.3) feet, a distance of three hundred forty-nine and two-tenths (349.2) feet, measured on 100 foot chords; thence North 49°15' East along the West right of way line of the Franklin Canal a distance of four hundred fifty-two and five-tenths (452.5) feet to the place of beginning, containing one and six-hundredths (1.06) acres, more or less.

L. R. Fleck.

STATE OF TEXAS,)
COUNTY OF EL PASO,) ss.

Before me the undersigned authority and Notary Public in and for the said state and county on this day personally appeared L. R. Fleck, known to me to be such person and who being by me duly sworn upon his oath states that all of the facts in the foregoing affidavit are true.

Given under my hand and seal of office this 20th day of December 1923.

(SEAL)
My commission expires
June 1, 1925

Geo. W. Hopley,
Notary Public in and for El Paso
County, State of Texas.