

THIS INDENTURE, made this 29th day of May, A. D. 1916, in the year of our Lord One Thousand Nine Hundred and Sixteen, between Oliver M. Lee and wife, Winnie Lee, Parties of the first part, and the Sacramento River Cattle Company, party of the second part;

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Twenty-five Thousand (\$25,000.00) Dollars lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said party of the second part, its successors and assigns forever, all the following described water-rights and interest in water-rights lying and being in the County of Otero and State of New Mexico, to-wit:

All the rights of the parties of the first part to divert and use 60,000 gallons of water per 24 hours, out of that portion of the water of the Sacramento River owned by the El Paso & Southwestern Railway Company, amounting to 3,000,000 gallons per 24 hours.

All the rights that the parties of the first part have to divert and use all permanent flow of water in excess of said 3,000,000 coming from and out of the Sacramento River.

All rights acquired by parties of the first part under deed dated November 27, 1912, and recorded December 19, 1912, and being all the rights of the Sacramento Valley Irrigation Company in and to the flood waters and perennial waters of the Sacramento River and Grape Vine Canyon, said rights being more fully set out in deed hereinabove mentioned.

All rights of the parties of the first part to an undivided one-half ( $\frac{1}{2}$ ) interest in what is known as the Mesa Pipe Line and the water carried by said pipe line, less the right to use and divert 15,000 gallons per 24 hours by one Dougherty, from the one-half ( $\frac{1}{2}$ ) interest owned by parties of the first part. The use and diversion of such waters to be subject to, and in no way to conflict with existing contracts between the parties of the first part and one Dougherty, or the contract dated the 9th day of February, 1911, by and between Oliver M. Lee and A. B. Fall.

All water rights in and to 160 acres of land in Section 13, Twp. 19, South Range 12, E., being all water rights in Carrizo Springs.

And the parties of the first part hereby agree to quit-claim any and all right that they may have to divert and use 80,000 gallons of water from the Sacramento River, acquired prior to the rights of the El Paso & Southwestern Railway Company to divert and use any waters from the said Sacramento River.

It is intended by this conveyance to convey to the party of the second part, all interest and rights that the parties of the first part have to any and all water-rights, canals, ditches, tanks, reservoirs, pipe-lines, and conduits now owned by them, on what is known as the Oliver Lee Ranch in Otero County, New Mexico.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said parties of the first part, for their heirs, executors and administrators, do covenant and agree to and with the said party of the second part, its succes-

sons and assigns, that at the time of the executing and delivery of these presents, we are well seized of the premises above conveyed, as of a good, sure, perfect and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind and nature soever; and the above bargained premises in the quiet and peaceable possession of the party of the second part, its successors and assigns, against all and every person lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will warrant and forever defend, EXCEPT the parties of the first part do not warrant the title or right to divert and use the 80,000 gallons of water from the Sacramento River acquired prior to the rights of the El Paso & Southwestern Railway Company; and it is intended by this conveyance to only quit-claim the interest of the parties of the first part in this specific interest.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

(\$25.00 U.S. Revenue Stamps  
affixed and cancelled.)

Oliver M Lee (L.S.)  
Winnie Lee (L.S.)  
(L.S.)

THE STATE OF.....  
County of.....

On this the 29th day of May, 1916, before me personally appeared OLIVER M. LEE and WINNIE

LEE, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

A. F. Menger

My Commission Expires  
May 21, 1919.

Notary Public in and for Otero  
County, New Mexico

The foregoing instrument was filed in my office on the 3d day of June, A. D. 1916,  
at 11:55 o'clock A. M.

*Chas. E. Sherrill*

County Clerk.