

AGREEMENT TO A RESURVEY OF BLOCKS NOS. 1 AND 2,
T. & P. R. R. CO., JEFF DAVIS AND
PRESIDIO COUNTIES.

Whereas the sections of land that compose Blocks Nos. 1 and 2, surveyed in 1873, by virtue of certificates issued by the Commissioner of the General Land Office to the Texas and Pacific Railway Company, situated in the southern part of Jeff Davis county and northern part of Presidio county, were located by an office survey and no corners were marked on the ground by which the boundaries of any one of the sections in said blocks can be found and identified:

And whereas the purchasers of school lands are unable to properly designate and find on the ground the boundaries of the sections they have bought, and cannot definitely separate the school sections from the patented individual sections, and have no correct guides by which they may erect improvements on the school sections they have bought from the State and avoid making encroachments on the individual sections:

Therefore, we, the owners of school lands in said Blocks Nos. 1 and 2, whose names are hereto subscribed, and W. H. Abrams, General Agent of the proprietors of the alternate sections in said Blocks Nos. 1 and 2, granted by the State to the T. & P. R. R. Co., whose name is also hereto subscribed, believing it necessary that a resurvey of said blocks of surveys should be speedily made, and that it will be of mutual interest to us, and acknowledging the benefits each of us will derive from a correct and general resurvey by which corners will be definitely fixed and marked upon the ground, do hereby enter into, form and adopt the following agreement, which shall be binding alike on each one of us and which we pledge ourselves to observe and support:

That John J. Terrell, Commissioner of the General Land Office, shall as soon hereafter as he may deem proper appoint under the provisions of Article No. 4261, Revised Statutes of 1895, a "State Surveyor", who shall work under his direction and control, for the purpose of resurveying and marking corners of all sections in Blocks Nos. 1 and 2, T. & P. R. R. Co., in Jeff Davis and Presidio counties; and that he shall cause the surveyor he may appoint to erect at least two durable corners for each section and return corrected field notes into the General Land Office to be filed, and shall place certified copies of said corrected field notes in the office of the surveyor of the county in which the lands are situated; and we, each and all, do further agree that the resurvey so made upon the ground, and the corners that shall be marked by the State Surveyor, to be appointed by Commissioner Terrell, shall be accepted and recognized by us as the true, correct, and final adjustment of section corners and boundaries within those blocks; and we do mutually agree among ourselves that each one of us will abide by the results of said resurvey and will abandon all claims to other marked lines or corners, and will at once recognize our rights of possession to land according to the newly marked section corners to be established by the resurvey:

And it is specifically agreed on the part of W. H. Abrams that if it should happen that any of the improvements, supposed to have been placed on school lands, are thrown by the resurvey on lands that he controls, he would give the owner of the improvements (if he were promptly notified when the resurvey shall have been completed) first chance to buy the section on which his improvements are located, and at as low a price, and on as liberal terms as he would to any one else, and in fixing the price, would not include as a part of the value such improvements:

Provided, However, that no part of the expenses to be incurred in making this resurvey shall be charged against the owners of school lands purchased from the State, and no one of the said owners of school lands will be expected to contribute to the fund that will be necessary for making the resurvey.

WITNESS my hand at Dallas, Texas, this..... day
of.....1908.

WITNESS our hands at Marfa, Texas, thisday
of1908.

Agreement to a Re-survey of Blocks No.1 and No.2, T & P. R. R. Co., Jeff Davis and Presidio Counties.

Whereas the sections of land that compose blocks Nos. 1 and 2, surveyed in 1873 by virtue of certificates issued by the Commissioner of the General Land Office to the Texas and Pacific Railway Company, situated in the southern part of Jeff Davis County and northern part of Presidio County were located by an office survey and no corners were marked on the ground by which the boundaries of any one of the sections in said blocks can be found and identified:

And whereas the purchasers of school lands are unable to properly designate and find on the ground the boundaries of the sections they have bought, and can not definitely separate the school sections from the patented individual sections, and have no correct guides by which they may erect improvements on the school sections they have bought from the State and avoid making encroachments on the individual sections:

Therefore, we, the owners of school lands in said blocks Nos. 1 and 2 whose names are hereto subscribed, and W. H. Abrams, General Agent of the proprietors of the alternate sections in said blocks Nos. 1 and 2 granted by the State to the T & P. R. R. Co., whose name is also hereto subscribed, believing it necessary that a resurvey of said blocks of surveys should be speedily made, and that it will be of mutual interest to us, and acknowledging the benefits ~~to be~~ each of us will derive from a correct and general resurvey by which corners will be definitely fixed and marked upon the ground, do hereby enter into, form and adopt the following agreement which shall be binding alike on each one of us and which we pledge ourselves to observe and support:

That John J. Terrell, Commissioner of the General Land Office, shall as soon hereafter as he may deem proper appoint under the provisions of article No. 4261, Revised Statutes of 1895, a state surveyor who shall work under his direction and control, for the purpose of re-surveying and marking corners of all sections in blocks Nos. 1 and 2, T & P. R. R. Co. in Jeff Davis and Presidio counties: and that he shall cause the surveyor he may appoint to erect at least two durable corners for each section and return corrected field notes into the General Land Office to be filed, and shall place certified copies of said corrected field notes in the office of the surveyor of the county in which the lands are situated; and we, each and all, do further agree that the re-survey so made upon the ground, and the corners that shall be marked by the state surveyor to be appointed by Commissioner Terrell shall be accepted and recognized by us as the true, correct and final adjustment of section corners and boundaries within those blocks; and we do mutually agree among ourselves that each one of us will abide by the results of said re-survey and will abandon all claims to other marked lines or corners, and will at once recognize our rights of possession to land according to the newly marked section corners to be established by the re-survey:

And it is specifically agreed on the part of W. H. Abrams that if it should happen that any of the improvements, supposed to have been placed on school lands, are thrown by the resurvey on lands that he controls, he would give the owner of the improvements (if he were promptly notified when the re-survey shall have been completed) first chance to buy the section on which his improvements are located, and at as low a price, and ^{on} as liberal terms as he would to any one else, and fixing the price, would not include as part of the value such improvements:

Provided, however, that no part of the expenses to be incurred in making this re-survey shall be charged against the owners of school lands purchased from the State, and no one of the said owners of school lands will be expected to contribute to the fund that will be necessary for making the re-survey.

Witness our hands at Marfa Texas this _____ day of _____ 1908.

