

780

BLAIR, SAMUEL D., et. ux., J. B.

QUITCLAIM BEER

003

ANTHONY DRAIN #2

0023-0044-0006-00

BIG GRANDE

1933 780.-

QUITCLAIM DEED

THIS INDENTURE, made the 26th day of January, in the year of our Lord, one thousand nine hundred and thirty-three, between SAMUEL D. BLAIR and J. B. BLAIR, his wife

parties of the first part, and the United States of America, party of the second part, in pursuance of the provisions of the act of June 17, 1902 (32 Stat. 368), and acts amendatory thereof and supplementary thereto.

WITNESSETH: That the parties of the first part, for and in consideration of the allowance of credits in the sum of One hundred thirty-three and no/100 Dollars (\$133.00) upon the construction charge assessments of the Elephant Butte Irrigation District against lands of the said parties of the first part, pursuant to contract of December 20, 1929, between the said District and the United States, do by these premises demise, release, and forever quitclaim unto the said party of the second part, and to its successors and assigns, all that certain lot, piece, or parcel of land situated in the County of Dona Ana, and State of New Mexico, and bounded and particularly described as follows, to wit:

A tract of land lying and situate in Dona Ana County, New Mexico, and in the Southwest quarter Southeast quarter (SW 1/4 SE 1/4) Section thirty-four (34), Township twenty-six (26) South, Range three (3) East and the Northwest quarter Northeast quarter (NW 1/4 NE 1/4) Section three (3), Township twenty-seven (27) South, Range three (3) East, N.M.P.M. Bureau of Reclamation Survey, being also within the Refugio Colony Grant and tract numbered 1893 as shown on Dona Ana County, New Mexico, Plat Book; more particularly described as follows:

Beginning at a point on the south property line of the land of the grantors and from which point the North quarter (N 1/4) Corner Section three (3), Township twenty-seven (27) South, Range three (3) East, bears North twenty-five degrees (25°) fifteen minutes (15') five seconds (05") West, eight hundred thirty-three and two tenths (833.2) feet; thence North eight degrees (8°) thirty-nine minutes (39') West, three hundred and four tenths (300.4) feet; thence to the left along a curve of five hundred twenty-three and no tenths (523.0) feet radius, a distance of two hundred seventy-four and eight tenths (274.8) feet; thence North thirty-eight degrees (38°) forty-five minutes (45') West, one hundred fifty-seven and nine tenths (157.9) feet; thence North twelve degrees (12°) twenty-five minutes (25') West, one hundred fifty-five and two tenths (155.2) feet to a point on the north property line of the land of the grantors; thence along said property line North eighty-nine degrees (89°) twenty-three minutes (23') East, thirty-three and two tenths (33.2) feet to a point from which the Northeast Corner Section three (3) Township twenty-seven (27), Range three (3) East, bears South eighty-eight degrees (88°) thirty minutes (30') forty-five seconds (45") East, two thousand five hundred fifty-seven and one tenth (2557.1) feet; thence South thirty-eight degrees (38°) forty-five minutes (45') East, two hundred seventy-six and five tenths (276.5) feet; thence to the right along a curve having a radius of six hundred eighteen and no tenths (618.0) feet, a distance of three hundred twenty-four and seven tenths (324.7) feet; thence South eight degrees (8°) thirty-nine minutes (39') East, three hundred fourteen and eight tenths (314.8) feet to a point on the south property line of the land of the grantors; thence along said property line eighty-nine degrees (89°) fifty-nine minutes (59') West, ninety-six and one tenth (96.1) feet to the point of beginning. Said tract containing one and nine tenths (1.9) acres more or less. Curve distances measured on the arc. All as shown on plat attached hereto and made a part hereof.

Correct as to Engr. Data

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To Have and to Hold, all and singular the said premises, together with all the appurtenances, unto the said party of the second part, and unto its successors and assigns, forever.

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

Signed, sealed, and delivered in the presence of—

SAMUEL D. BLAIR [L. S.]

J. B. BLAIR [L. S.]

[L. S.]

STATE OF NEW MEXICO }
COUNTY OF DONA ANA } ss:

On this 26th day of January, 1933, before me personally appeared
SAMUEL D. BLAIR AND J. B. BLAIR, HIS WIFE

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that
he & she executed the same as his & her 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.
(SEAL)

N. B. Phillips

Notary Public in and for Dona Ana County.

My commission expires April 4, 1936

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owner(s) and holder(s) of that certain _____
dated _____, 19____, and recorded at Page _____, Book _____,
(Mortgage or other lien)
Records of Dona Ana County, New Mexico, have released and
do hereby release the said _____ insofar as the same pertains to the parcel
(Mortgage or other lien)
or tract of land described in the above and foregoing quitclaim deed, and authorize said lien to be released and satis-
fied of record to that extent, provided, however, that said _____ shall in all other
(Mortgage or other lien)
respects remain in full force and effect.

WITNESS (my, our) hand(s) and seal(s) this _____ day of _____, 19____

STATE OF NEW MEXICO }
COUNTY OF DONA ANA } ss:

On this _____ day of _____, 19____, before me appeared _____
to me personally known, who being by me duly sworn did say that he is the _____
of _____
(Such as president or other officer)
(Here describe the corporation)
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was
signed and sealed in behalf of said corporation by authority of its board of directors and said _____
acknowledges said instrument to be the free act and deed of said corporation.

Notary Public in and for Dona Ana County.

My commission expires _____

STATE OF NEW MEXICO }
COUNTY OF DONA ANA } ss:

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing _____,
and acknowledged that _____ executed the same as _____ free act and deed.
(Quitclaim deed or partial release of lien)

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

Notary Public in and for Dona Ana County.

My commission expires _____

STATE OF NEW MEXICO }
COUNTY OF DONA ANA } ss:

I hereby certify that this instrument was filed for record on the _____ day of May 18, 1937
A. D. 19____, at _____ o'clock, a. m., and duly recorded in Book 85-N, Page 94, of the
Records of Deeds and Mortgages of said County.

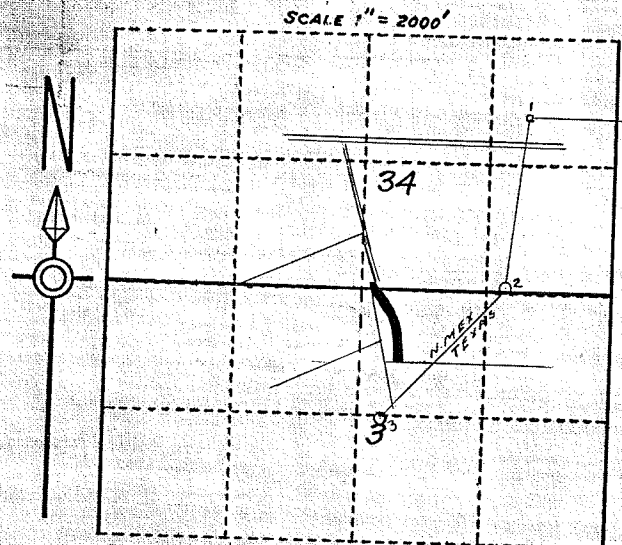
S. L. Apodaca

County Clerk and Ex-officio Recorder.

F. C. Lopez

Deputy.

(SEAL)



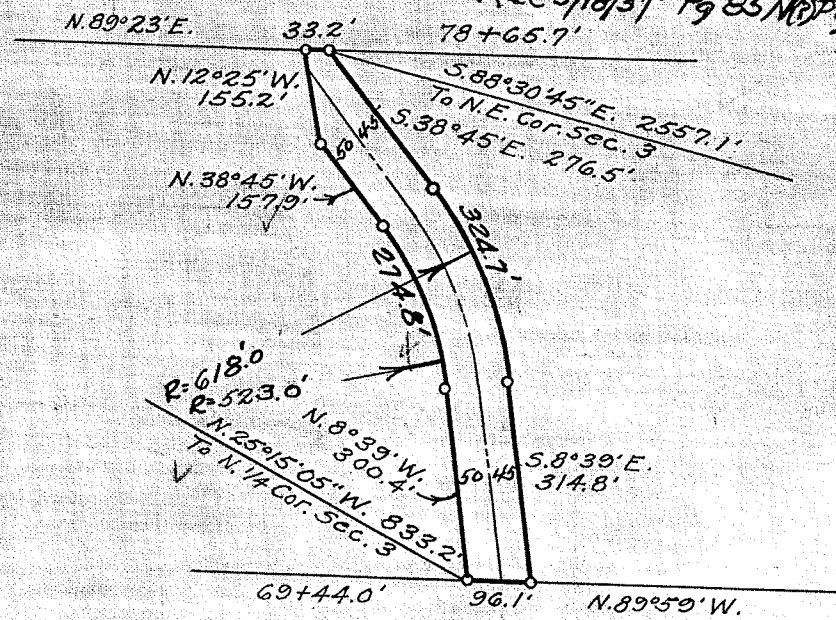
SCALE 1" = 2000'

LOCATION PLAT
S. 3, 34., T. 26-27S, R. 3E., N.M.R.M.
U.S.R.S. SURVEY,
DONA ANA COUNTY, N. M.

COUNTY PLAT #1893
REFUGIO COLONY GRANT

Samuel D. & J.B. Blair

R.W. AREA = 1.9 A.
O.C.D. 1/26/33
Rec 5/10/37 - Pg 85 MR Pg 94



P.I. = 74+06.1
Δ = 30° 06'
D = 10°
T = 154.1'
L = 301.0'
C = ON ARC.

SCALE 1" = 300' #2

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT--NEW MEXICO--TEXAS
ELEPHANT BUTTE DISTRICT
ANTHONY DRAIN
RIGHT OF WAY

FIELD WORK J.R. CHECKED G.W.H.
DRAWN S.H.C. A.M. APPROVED A.W.B.

1107-L-102 EL PASO, TEX. 2/31

CONSTRUCTED: Oct. 1918.

29-1 3

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

El Paso, Texas April 29, 1937

From Superintendent

To District Counsel

Subject: Acquisition of land utilized for drains - Deed under contract dated December 20, 1929, between the Elephant Butte Irrigation District and the United States - Rio Grande Project.

1. For your consideration, there is transmitted herewith, deed dated Jan. 26, 1935 from Samuel D. Blair and J. B. Blair, his wife conveying 1.9 acres of land, in Sec 34, Twp 25 Range 3 E Dona Ana County, Plat No. 1895, Right of Way Plat No. 2, Anthony Drain, together with certificate of officials of the Elephant Butte Irrigation District dated January 31, 1935, under the provisions of contract dated December 20, 1929, between said District and the United States.

A. N. Partridge
Acting Superintendent

To Superintendent

El Paso, Texas, MAY 5 1937

The above described deed appears on its face to be in satisfactory form and to be properly executed. The certificate of the officials of the Elephant Butte Irrigation District as to title is properly executed and based thereon, in accordance with the provisions of the above mentioned contract; the deed and certificate are approved as to form and legal sufficiency and the deed may be recorded and the original thereof transmitted to the Washington office in the usual manner and credit may be extended to the District in the amount stated in said certificate in accordance with provisions of the above mentioned contract.

H. J. S. Devries

District Counsel

To The Commissioner

El Paso, Texas, NOV 18 1937

The deed above described has been accepted and recorded. The original executed deed and certificate are transmitted herewith to the Washington office for filing.

L. R. Flock

Superintendent.

CC - Chief Engineer
with enclosure.

ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

January 31, 1935

CERTIFICATE TO ACCOMPANY QUIT CLAIM DEED

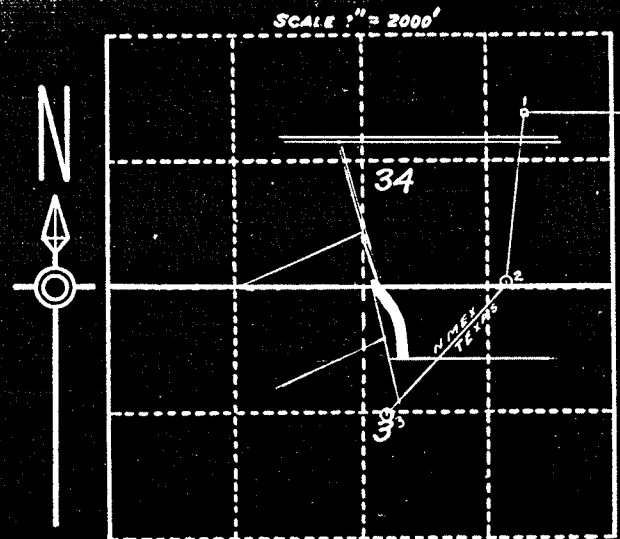
1. Reference is made to the accompanying quitclaim deed from Samuel D. Blair and F. B. Blair, his wife Conveying 1.0 acres of land in Section 34 Township 27 S Range 2 E Dona Ana County Plat No. 1800, Right of Way Plat No. 8, Anthony Drain to The United States for drain right of way, and on account of which the District has fixed credit on assessments to be allowed the said grantor in the total sum of \$ 135.00 of which amount a credit of \$ _____ has already been allowed by the District to the said landowner on assessments for the year _____ pursuant to contract between the District and the United States dated December 20, 1929.

2. It is certified from investigation made, that the grantor(s) named in the said deed appear(s) to be the owner(s) and in possession of the land described in said deed and that said land was at the time of said conveyance free from tax liens and other recorded liens and encumbrances.

ELEPHANT BUTTE IRRIGATION DISTRICT
 By [Signature]
 President.

ATTEST:
[Signature]
 Secretary.

(SEAL)

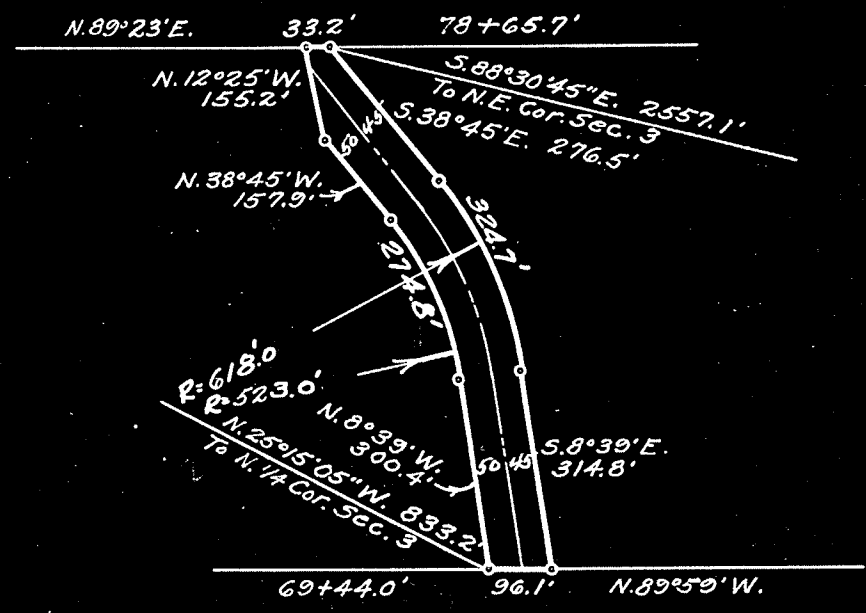


SCALE 1" = 2000'

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 DONA ANA COUNTY, N.M.

COUNTY PLAT #1893
 REFUGIO COLONY GRANT

Samuel D. & J.B. Blair
 R.W. AREA = 1.9A.



P.I. = 74+06.1
 Δ = 30° 06'
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SCALE 1" = 300' #2

DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT-NEW MEXICO-Texas
 ELEPHANT BUTTE DISTRICT
 ANTHONY DRAIN
 RIGHT OF WAY

FIELD WORK J.R. CHECKED G.W.H.
 DRAWN S.H.C.-A.M. APPROVED A.W.B.

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