

780 EDMUNDSON, J. W., et. ux., ALLE G.

QUITCLAIM DEED ANTHONY DRALIN #17

0023-0012-0021-00

25-217

5/10

QUITCLAIM DEED

THIS INDENTURE, made the twenty-fifth day of January, in the year of our Lord, one thousand nine hundred and thirty-two, between J. W. Edmundson and Allie G. Edmundson

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 Three hundred one and no/100 Dollars (\$ 301.00) 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 (SW 1/4) Section sixteen (16) and Northwest quarter (NW 1/4) Section twenty-one (21), Township twenty-six (26) South, Range three (3), East, N.M.P.M. Bureau of Reclamation Survey; being also within the Refugio Colony Grant, tract 2 and tract numbered 1717, as shown on Dona Ana County, New Mexico, Plat Book; more particularly described as follows:

Beginning at a point which is the Northeast corner of the land of the grantors and from which point the South quarter (S 1/4) Corner, Section sixteen (16), Township twenty-six (26) South, Range three (3) East, N.M.P.M., bears South forty-three degrees (43°) forty-four minutes (44') fifty seconds (50") East, onethousand three hundred sixty-eight and six tenths (1368.6) feet; thence South six degrees (6°) fifty-eight minutes (58') East, along the easterly property line of the land of the grantors, one thousand four hundred ninety-nine and two tenths (1499.2) feet to a point which is the Southeast corner of the land of the grantors; thence South sixty-eight degrees (68°) forty-one minutes (41') West along the southerly property line of the land of the grantors one hundred fifteen and seven tenths (115.7) feet to a point from which the Northwest Corner Section twenty-one (21), Township twenty-six (26) South, Range three (3) East, N.M.P.M. bears North seventy-two degrees (72°) forty-six minutes (46') thirty seconds (30") West, one thousand eight hundred forty-four and four tenths (1844.4) feet; thence North seventeen degrees (17°) seventeen minutes (17') West, fourteen and seven tenths (14.7) feet; thence to the right along a curve having a radius of six hundred forty-eight and no tenths (648.0) feet a distance of one hundred sixteen and seven tenths (116.7) feet; thence North six degrees (6°) fifty-eight minutes (58') West, one thousand three hundred sixty-seven and two tenths (1367.2) feet to a point on the northerly property line of the land of the grantors; thence North sixty-nine degrees (69°) twenty-five minutes (25') East along said northerly property line, one hundred twenty-nine and no tenths (129.0) feet to the place of beginning, said tract containing four and three tenths (4.3) acres, more or less, curve distances based 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 hands and seal the day and year first above written.

Signed, sealed, and delivered in the presence of—

B. P. Fleming

J. W. Edmundson

[L. s.]

Allie G. Edmundson

[L. s.]

[L. s.]

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

On this 25th day of January, 1932, before me personally appeared  
J. W. Edmundson and Allie G. Edmundson, his wife

to me known to be the person 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.

Martha A. Parsons

Notary Public in and for Dona Ana County.

My commission expires Aug. 4, 1934

**PARTIAL RELEASE OF LIEN**

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owner(s) and holder(s) of that certain (Mortgage or other lien) dated \_\_\_\_\_, 19\_\_\_\_, and recorded at Page \_\_\_\_\_, Book \_\_\_\_\_, Records of Dona Ana County, New Mexico, have released and do hereby release the said (Mortgage or other lien) insofar as the same pertains to the parcel or tract of land described in the above and foregoing quitclaim deed; and authorize said lien to be released and satisfied of record to that extent, provided, however, that said (Mortgage or other lien) shall in all other 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 (Such as president, or other officer) of \_\_\_\_\_ (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 (Quitclaim deed or partial release of lien) and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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.

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 18 day of May A. D. 1932, at 9 o'clock, a.m., and duly recorded in Book 85-B, Page 78, of the Records of Deeds and Mortgages of said County.

S. L. Apodaca

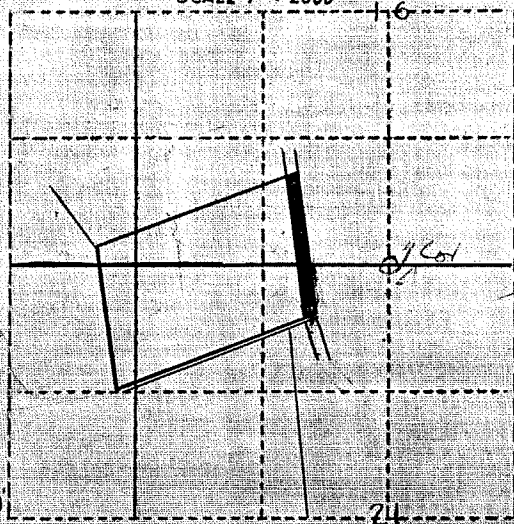
County Clerk and Ex-officio Recorder.

(SEAL)

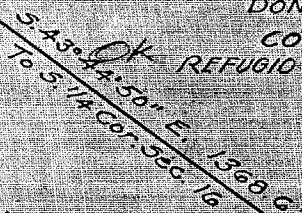
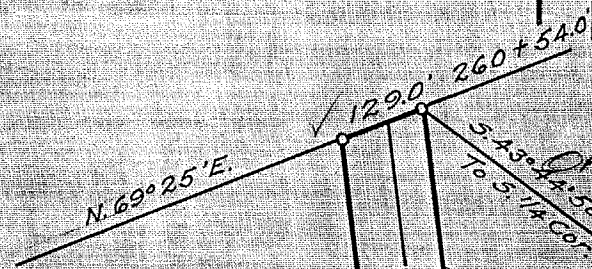
F. C. Lopez

Deputy.

SCALE 1" = 2000'



LOCATION PLAT  
S. 16.21, T. 26.3, R. 3 E., N.M.P.M.  
U.S. R.S. SURVEY  
DONA ANA COUNTY, N.M.  
COUNTY PLAT #1717  
REFUGIO COLONY GRANT TR 2



R.W. AREA = 4.3A

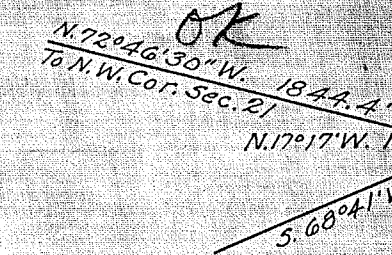
J.W. Edmundson.

Q.C.D. 2/25/32

REC 5/18/37

BK 85B Pg 78

PI = 246 + 17.0  
Δ = 10° 19'  
D = 10°  
T = 51.6'  
L = 103.2'  
C = ON ARC



648.0' = R

245 + 56.0'

SCALE 1" = 300' # 17

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.

1242-F102 EL PASO, TEX. 3/31

CONSTRUCTED: March 1920.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

El Paso, Texas

8/23/32

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 2/25, 1932, from J. W. Edmondson et ux Allie G conveying 43 acres of land, in Sec. 16-21, Twp. 26S Range 9E Dona Ana County, Plat No. 1717, Right of Way Plat No. 17, Anthony Drain, together with certificate of officials of the Elephant Butte Irrigation District dated 2/25/32 1932, under the provisions of contract dated December 20, 1929, between said District and the United States.

L. R. Fiock  
Superintendent

To Superintendent

El Paso, Texas DEC 29 1933

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. Fiock  
Superintendent.

CC - Chief Engineer  
with enclosure.

ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

January 25, 1932

CERTIFICATE TO ACCOMPANY QUITCLAIM DEED

1. Reference is made to the accompanying quitclaim deed from \_\_\_\_\_  
\_\_\_\_\_ J. W. Edmundson and Allie G. Edmundson \_\_\_\_\_ conveying \_\_\_\_\_ 4.3 \_\_\_\_\_  
acres of land in Sections 16, 21 Township 26 S Range 3 E \_\_\_\_\_  
Dona Ana County Plat No. 1717 Right of Way Plat No. 17 \_\_\_\_\_,  
\_\_\_\_\_ 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 \$ 301.00 of which amount a credit of  
\$ \_\_\_\_\_ has already been allowed by the District to the said land-  
owner 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 \_\_\_\_\_ A. S. Robertson \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_ L. E. Kuhnley \_\_\_\_\_  
Secretary

(SEAL)