

780 GISH, CHARLES L. et. ux. Philamela E.

CUTICLAIN DEED

056 EAST DRAIN NO. 13

0023-60 60-0004-00

780

(STAT.)

1944 C. L. Gish
1316 Randolph St
El Paso, Texas

QUITCLAIM DEED

This Indenture, made the 10th day of October, in the year of our Lord, one thousand nine hundred and thirty nine, between Charles L. Gish, and Philamela E. Gish, 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 part of the first part, for and in consideration of the allowance of credits in the sum of two hundred ninety ⁵⁰/₁₀₀ Dollars (\$290 ⁵⁰/₁₀₀) upon the construction charge assessments of the Elephant Butte Irrigation District against lands of the said part of the first part, pursuant to contract of Dec. 20, 1929, and contract of August 30, 1939, 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 South half (S $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) and Southeast quarter (SE $\frac{1}{4}$) of Section twenty-two (22) Township twenty-six (26) South, Range three (3) East, N.M.P.M., Bureau of Reclamation Survey; being also within tract numbered 1736 as shown on Dona Ana County, New Mexico, Plat Book; more particularly described as follows:

Beginning at the point of intersection of the Southwest right of way line of the A. T. & S. F. Ry., and the south property line of the land of the grantors, said property line being also the north right of way line of a county road, and from which point the Southeast corner of Section twenty-two (22) Township twenty-six (26) South, Range three (3) East, N.M.P.M., Bureau of Reclamation Survey bears South seventy-three degrees (73°) thirty-eight minutes (38') ten seconds (10") East three hundred four and two tenths (304.2) feet; thence South eighty-nine degrees (89°) fifty-eight minutes (58') West along said county road right of way and property line one hundred thirty-seven and three tenths (137.3) feet; thence North eighteen degrees (18°) fifty minutes (50') West two thousand seven hundred seventy and two tenths (2770.2) feet to a point on the North property line of the land of the grantors and from which point the South quarter (S $\frac{1}{4}$) corner of Section twenty-two (22) Township twenty-six (26) South Range three (3) East, N.M.P.M., Bureau of Reclamation Survey bears South twenty-five degrees (25°) fifty-five minutes (55') West three thousand eleven and one tenth (3011.1) feet; thence North eighty-nine degrees (89°) fifty-four minutes (54') East along said north property line of the land of the grantors one hundred thirty-seven and three tenths (137.3) feet to the point of intersection with southwest right of way line of the A. T. & S. F. Ry., thence South eighteen degrees (18°) fifty minutes (50') East along said A. T. & S. F. Ry., right of way line two thousand seven hundred seventy and four tenths (2770.4) feet to the point of beginning. Said tract of land containing eight and three tenths (8.3) acres, more or less. All as shown on plat attached hereto and made a part hereof.

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any-wise 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—

Charles L. Gish (L. S.)
Charles L. Gish,
Philamela E. Gish (L. S.)
Philamela E. Gish, (L. S.)

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 instrument, 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.....

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.....,
..... or other lien) Records of Dona Ana County, New Mexico, ha..... released and
do..... hereby release the said..... 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 shall in all other
respects remain in full force and effect. (Mortgage or other lien)

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.....

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

I, P.D.Lowry, County Clerk of the County of El Paso, State of Texas,
and Clerk of the County Court of El Paso County, (which is a Court of Record) do hereby
certify that L.A.Malone, whose name
is subscribed to the annexed instrument was, at the date of same, and is now, a Notary
Public in and for said El Paso County, duly commissioned and qualified, and authorized by
law to administer oaths and take acknowledgments of Instruments and proofs of deeds or
conveyances for lands, tenements and hereditaments, and full faith and credit are due all
her official acts as such.

I do further certify that I am well acquainted with the hand writing of such Notary, and
verily believe that the signature attached to the annexed instrument is her proper
signature and is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
County Court, at my office in the City of El Paso, this 10 day of October,
A. D. 1939.

P.D.LOWRY,
County Clerk
By Johnnie Tucker Deputy

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this cer-
tificate first above written.

My commission expires June 1st, 1941.

L.A. Malone
Notary Public in and for Dona Ana County.
El Paso
State of Texas

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

I hereby certify that this instrument was filed for record on the day of
A. D. 19...., at o'clock, 9 a.m., and duly recorded in Book....., Page....., of the
Records of Deeds and Mortgages of said County.

M. J. Chavez
County Clerk and Ex-Officio Recorder.
J. C. Lopez
Deputy.

MAY 28 1940

85-10, Page 257

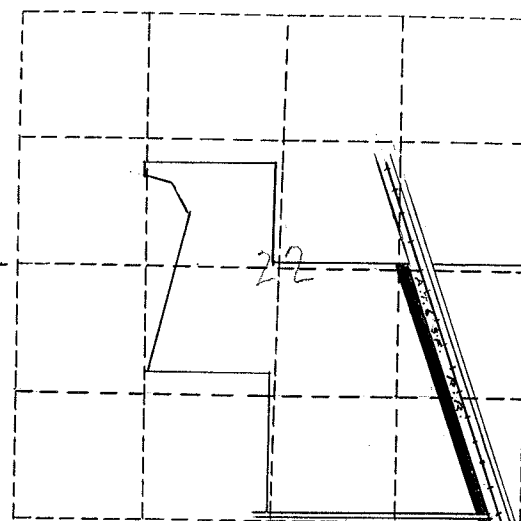
M. M^cMordie, Tomas
et al.

N 89° 54' E 245 + 745 137.3

S 25° 55' W 3011.10'
10 24 Cor. Sec. 22

Right of way through Property of
C. L. Gish
8.30 Acres
COUNTY PLAT #1736

S.O.C.D. 10/10/39
Rec 5/28/40
BK 85D Pg 257



LOCATION PLAT
S 22 T 26 S R 3 E NMPM
U.S.R.S. SURVEY
DONA ANA COUNTY N.M.
COUNTY PLAT No. 1736

SE 1/4 ENT. 5-28-91 PAT-10-22-96

N 18° 50' W
2770.2'

A.T. & S.F. R.R.

70+60

T. 26 S.
R. 3 E.

Sec. 22

218+042 137.3
HIGHWAY N 89° 58' E 217+662
N 89° 59' E 217+132

Duncan Campbell

SCALE 1" = 400' 13

| | | |
|---------------------|------------------------------|--|
| REVISED 4-31 W.L.H. | DEPARTMENT OF THE INTERIOR | |
| | U. S. RECLAMATION SERVICE | |
| | RIO GRANDE PROJECT N.M.-TEX. | |
| | MESILLA VALLEY DRAINAGE | |
| EAST RIVER DRAIN | | |
| R.O.F.W. | | |
| FIELD WORK L.R.F. | SUBMITTED F.M.H. | |
| DRAWN L.R.F. | APPROVED | |
| 892 L 16 | EL PASO - JUNE 1916 | |

Constructed - Nov. & Dec. 1916.

Sheet 13 of

27-23

No. 1 of 4

East Drain

27-23 726

Plat No. 13

ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

April 22, 1940

CERTIFICATE TO ACCOMPANY QUIT CLAIM DEED

1. Reference is made to the accompanying quit claim deed from

Charles L. Gish and Philamela E. Gish

conveying 8.3 acres of land in Section 22, Township 26 S,

Range 3 E, 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 \$ 290.50,

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 and August 30, 1939

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

Arthur S. Carr
President

ATTEST:

W. L. Lucero
Secretary

(SEAL)

430- 83
DEPARTMENT OF THE INTERIOR

RIO GRANDE

Bureau of Reclamation

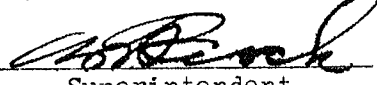
May 6, 1940
El Paso, Texas,

From Superintendent

To District Counsel

Subject: Acquisition of land utilized for drains - Deed under contract dated December 20, 1929, ^{and contract of August 30, 1939} between the Elephant Butte Irrigation District and the United States - Rio Grande Project.

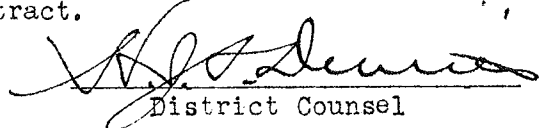
1. For your consideration, there is transmitted herewith, deed dated Oct. 10, 1939, from Charles L. Gish conveying 8.3 acres of land, in Sec. 22, Twp. 26 S Range 3 E Dona Ana County, Plat No. 1736, Right of Way Plat No. 13, East Drain, together with certificate of officials of the Elephant Butte Irrigation District dated April 22, 1940, under the provisions of contract dated December 20, 1929, between said District and the United States.


Superintendent

To Superintendent

El Paso, Texas, MAY 13 1940

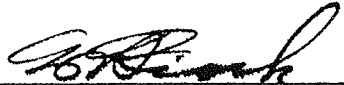
The above described deed appears on its face to be in satisfactory form and to be properly executed. The certificate of the officials of the Elephant Butte Irrigation District as to title is properly executed and based thereon, in accordance with the provisions of the above mentioned contract, the deed 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.


District Counsel

To The Commissioner

El Paso, Texas, OCT 23 1940

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


Superintendent.

CC - Chief Engineer,
with enclosure.

El Paso, Texas, July 21, 1916.

Mr. C. L. Gish,

Virden, Illinois.

Dear Sir:

There is enclosed herewith contract providing for the donation of right of way in connection with the East River Drain. This contract is similar to contracts executed by the owners of land south of you all of whom have willingly executed such instruments because of the benefit to the land which ^{it is anticipated} will result from the construction of the drain.

Will you kindly execute the enclosed contract on the line allotted for vendor's signature and if you are married have your wife join you. This should be done on page 2 of the contract and on the sheet pinned to the contract, in the presence of two witnesses who should affix their signatures and address opposite your own name on page 2. Thereafter the contract should be acknowledged by yourself and wife before a notary, after which please return it to District Counsel, U. S. Reclamation Service, El Paso, Texas.

This drain has been constructed for quite a stretch south of you and the construction crew is now nearing your land. For this reason will you be good enough to give the matter your early attention.

Very truly yours,

John J. Buck,

~~Asst.~~ Dist.Counsel.

Virden Ill. July 28, 1916

Mr. John J. Buck, Asst. Dist. Council
U.S. Reclamation Service.
El Paso Texas

Dear Sir:-

Your favor of 21st. inst. enclosing AGREEMENT TO CONVEY FOR CANAL LINE duly received. There should be two agreements, tract No. 1, belongs to C.L. Gish and J.W. Everts, each one an undivided one half interest, tract No. 2 belongs to C.L. Gish. We can all sign the Agreement sent but think that it would be better to have two separate Agreements.

I would like to ask you a few questions regarding this drainage. I notice that the agreement calls for a 100 ft. right of way, about what will be the ^{12' bottom} width and ^{8'} depth of the canal? Will it be cement lined? ^{my} Who is to stand the expense the property owner or the government or was it figured in as a ^{my} (part of the cost of the project?) In my case I have land East of the A.T.&S.F. railroad which I will want to drain, will I have to see to getting outlets under the railroad or will the government attend to it? How about bridges etc.? Kindly give me all the information you can and oblige

Yours very truly

C. L. Gish

Details of lateral drains, & decision as to who
will build not yet made. It is for
lower main drain will have to
enter main drain & will have to
be built with

El Paso, Texas, August 1, 1916.

Mr. C. L. Gish,

Virden, Illinois.

Dear Sir:

Agreeable to your letter of July 28, 1916, if you will kindly return the form of agreement transmitted to you for signature, separate agreements will be forwarded to you for execution by yourself and J. W. Everts in connection with tract No. 1 and by yourself for tract No. 2. Will you kindly advise Mr. Everts present address.

When forwarding these new contracts for execution the information requested by you in your letter of July 28, 1916, will be furnished and also any other data that you may desire in connection with this work.

Very truly yours,

P. W. Dent H

District Counsel

RECEIVED
U.S. RECLAMATION SERVICE
EL PASO, TEXAS

Virden Ill. August 4, 1916

Mr. P. W. Dent - Dist. Council
U.S. Reclamation Service
El Paso, Texas.

Dear Sir:-

Your favor of 1st. inst. duly received. Enclosed find form of agreement as requested. Mr. J. W. Everts is a resident of Virden, you can mail the agreements to me and I will take the matter up with him.

I would like it if the agreements could be made in duplicate, also would like one of each of the blue prints.

When forwarding contracts please give the information requested in my letter of July 28th. along with any other information that you can and greatly oblige.

Yours very truly

C. L. Hish

El Paso, Texas, August 7, 1916.

Mr. C. B. Gish,

Virden, Illinois.

Dear Sir:

Agreeable to your letter of July 28, 1916, two separate agreements have been prepared covering the property in question and are being transmitted herewith, in duplicate, for execution. If you are married, it is requested that your wife also join you in the execution of this agreement before a notary public. The description sheet attached to contract should also be signed by all parties to the contract. These same remarks also apply to Mr. J. W. Everts, in the event that he is married. If not married, will you kindly so state. It is necessary that there be two witnesses to each signature, whose signatures and addresses should be attached on the respective lines opposite the signatures so witnessed. The same two witnesses can witness each signature of the parties signing the contract. After execution of the within contract, may I request that the original copy be returned to this office; the carbon copy may be retained by you for your use.

Appreciating your courtesy in this connection. I am,

Very truly yours,

P. W. Dent

District Counsel

El Paso, Texas, August 7, 1916.

Mr. C. L. Gish,

Virden, Illinois.

Dear Sir:

Relative to the information requested by you in your letter of July 28, 1916, I will say that the bottom width of this drain will be 12 feet and the depth 8 feet. It has been necessary to increase the width of this right of way, as you will note, from 100 feet to 110 feet in one case and 120 feet in the other contract. This has been found necessary, owing to the depth of the drain, in order to secure room for dumping the excavated material and also to leave a narrow berm along the canal. The drain will not be cement lined. The cost of construction of this drain will be borne by the project as a whole. Details as to lateral drains and decision as to who will build these has not yet been worked out. In connection with the construction of drains it has always proved the fact that where main drains have been constructed through a section of country the water table has always been lowered over a considerable portion of the land on both sides of the main drain, and there is no reason to expect a different result in connection with this drain. It is therefore quite possible that it will not be necessary for you to construct a lateral drain under the railroad track in order to drain your land to the east of the railroad right of

way, in the event that the Government decides not to construct these lateral drains. A bridge will be constructed by the Government across the main drain at the point where it crosses the road between your land and the tract of land owned by Mr. Duncan Campbell. A bridge will also be constructed by the Government where the road between land owned by you and J. H. Everts and C. E. Miller crosses the drain.

Very truly yours,

A. H. Bent

District Counsel

W. H. H. H.,
Virden, Illinois,
August 15th., 1916

Virden, Illinois, August 15th., 1916

District Council,
U.S. Reclamation Service.

El Paso, Texas.

Dear Sir:-

Yours of 7th. inst. enclosing agreements received. Mr. Everts and I have signed up the company contract which I am returning to you.

In regard to the right of way across my land, it seems to me that 120 feet is a wider right of way than necessary for a 12 foot drain, while I want to do the right thing in the matter as I know that drainage is needed, yet, I do not want to give extra land just to save the government a little extra expense.

So far there has been nothing in your correspondence in regard to paying for any of this land and as far as I know the man that gives the right of way for the drain will get no credit for the land given and will have to make the same payments on the project as the man that gives nothing. Is this true?

As you are aware the A.T. & S.F.R.R. has a 200 foot right of way across my land, where one hundred feet would have been all that was necessary, then the wagon road takes 40 feet, now you want 120 feet, at that rate I soon wont have any land left. Why cant you take part of your right of way off of the railroad company.

Regarding the lateral drains under the railroad track, they are badly needed whenever there is a big rain out at the foot hills. I have seen a regular river come down from the Mountains. Drowned out a nice field of Alfalfa for me one season.

Yours truly

A. H. H.

El Paso, Texas, September 14, 1916.

Mr. C. L. Gish,

Virden, Illinois.

Dear Sir:

Referring to your letter of August 15, 1916, relative to right of way across your land from the Mesilla Valley East River Train. A right of way 120 feet wide is the least that we can get along with for the successful operation of the ditch. It is impossible to take any of this right of way off the railway company's right of way. It is true that the right of way donated by you will not operate as a credit or reduction on your construction charge.

The matter of laterals has not yet been worked out, but will be at some future date and the best possible plans devised to meet the conditions.

Under the Act of Congress approved August 30, 1890 (26 Stat. L., 391) the United States has a right of way across your land located in the SE¹ of Sec. 22, T. 26 S., R. 3 E., N.M.P.M., for canals or ditches. In view of the above explanation, if you feel that you do not care to donate the land required for the above mentioned right of way, will you kindly advise this office what compensation you desire. The only compensation that can be allowed under the law will be for whatever damage occurs to your

improvements on the land included within the right of way. Will you, therefore, kindly advise what, in your opinion, that will be.

A reply is requested at the earliest possible date in order that appropriate contract may be prepared and approved before the construction force reaches your land so that this work may not be delayed.

Very truly yours,

A. M. Fent

District Council

Copy to:

Mr. C. L. Cish,
c/o Mr. C. A. Thompson,
Anthony, New Mexico.

Mr. S. G. Hilgore,
Berino, New Mexico

SUBJECT: Right of way for ditches and canals.

**DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE**

El Paso, Texas, October 17, 1916

Mr. C. L. Gish,
Virden, Illinois

Sir:

The Reclamation Service, established under authority of the Secretary of the Interior, in pursuance of the act of Congress of June 17, 1902, known as the reclamation act (32 Stat., L. 388) and acts amendatory thereof or supplementary thereto, is about to undertake the construction of a ditch or canal across lands in ^{SE 4} Section 22, T. 26 S., R. 3 E., N. M. P.M., of which it is understood you have made entry or are the owner.

An examination of the records of the United States Land Office shows that entry for this land was made subsequent to October 2, 1888, and that it is accordingly subject to the following provision of law:

"That in all patents for lands hereafter taken up under any of the land laws of the United States or on entries or claims validated by this act west of the one hundredth meridian, it shall be expressed that there is reserved from the lands in said patent described, a right of way thereon for ditches or canals constructed by the authority of the United States." (Act of Aug. 30, 1890-26 Stat. L., 391.)

The entries or claims validated by that act are such as may be asserted under entries made subsequent to October 2, 1888, as held by the Department in the circular of October 5, 1893. (See Vol. 17, p. 521, of the Decisions of the Department of the Interior relating to public lands.)

It is intended to exercise the right conferred by this law, and to take the necessary right of way across the said lands for the construction and maintenance of the ditch or canal required in connection with the reclamation work authorized under the act of June 17, 1902.

For information concerning the location of the proposed canal or ditch you are referred to the engineer in charge, Mr. F. M. Hough, at El Paso, Texas

Very respectfully,

D. H. Baldwin,
Project Manager
~~Director~~

Copy to:

Mr. F. M. Hough,
El Paso, Texas.