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LA UNION IRRIGATION COMPANY  
LA UNION LATERAL

0023-0063-0001-00

780.

THIS INDENTURE, made this 31st day of December, A.D. 1919, by and between the La Union Irrigation Company, a corporation organized, existing and doing business under and by virtue of the laws of the State of New Mexico, party of the first part, and The City National Bank of El Paso, Texas, a banking corporation, organized, existing and doing business under and by virtue of the laws of the State of Texas, with its principal place of business located at El Paso, Texas, party of the second part,

WITNESSETH:

That the La Union Irrigation Company, acting by authority of a resolution passed at a duly constituted meeting of its Board of Directors and by authority of a resolution unanimously passed at a meeting of its Board of Directors, said resolution being as follows, to-wit:

"Forasmuch as the water furnished the company during the year 1919 has not been paid for, and the company has no money with which to pay for same, and the money due the U.S.R.S., as shown by its bills numbered 7414 and 7637, dated respectively July 30, and December 13, 1919, in the aggregate sum of \$36,008.84, is due and unpaid, and there is no money in the treasury with which to pay said bill, it becomes necessary to borrow said sum of money in order to pay it; and,

"WHEREAS, it is possible to obtain said sum of money by mortgage on the ditch of this company;

"Therefore, BE IT RESOLVED: That the Board of Directors seek said sum of money and execute, should it become necessary, a mortgage or deed of trust on the ditch system of the Company securing the payment of said sum of money.

"Upon motion by H. Casad and seconded by P.H. Bailey, and a vote thereon being had, said Resolution was declared to have been duly carried and the President and Secretary are instructed to execute all instruments which may be required to secure the payment of said sum of money, and to execute renewals and agree to renewals or extensions of the principal note should same be necessary".

NOW, THEREFORE, for and in consideration of the sum of ~~Twenty Thousand and Five Hundred~~ *Twenty five Thousand* Dollars to it in hand paid by the said party of the second part, the receipt of which is hereby confessed and acknowledged, and for the further consideration of the debt and trust hereinafter mentioned and created, has Granted, Bargained, Sold and Conveyed, and by these presents does grant, bargain, sell and convey unto the said party

of the second part, and to its successors and assigns forever, all the following described lands, real estate, tenements, hereditaments and property situate in the County of Dona Ana, State of New Mexico, and bounded and described as follows, to-wit:

Situated on the West side of the Rio Grande, in the County of Dona Ana and State of New Mexico, and more particularly described as follows:

Beginning at the head of the ditch system herein described a point on the west side of the Rio Grande 2 miles west of Berino, New Mexico; thence following the center of the La Union ditch, Right of Way 60 feet wide; including 30 feet on each side of center of canal, as follows: S. 32 deg. 36' E. 1800 feet to Sta. No. 1; thence S. 2 deg. 30' E. 897 feet to a point where  $\frac{1}{4}$  Sec. Cor. between Sections 5 and 6 T 26 S. R. 3 E. N. M. P. bears west 1508 feet; 1575 feet to Station No. 2; thence S. 8 deg. 46' W. 3208 feet to Station No. 3; thence S. 22 deg. 05' W. 4060 feet to Station No. 4; thence S. 10 deg. 33' W. 279.5 feet to Station No. 5; thence S. 10 deg. 40' E. 3300 feet to Station No. 6; thence S. 20 deg. 18' E. 400 feet to Station No. 7; thence S. 12 deg. 47' E. 463 feet to Station No. 8; thence S. 2 deg. 36' W. 371 feet to Station No. 9; thence S. 9 deg. 48' E. 797 ft. to Station No. 10; thence S. 25 deg. 30' E. 642 feet to Station No. 11; thence S. 62 deg. 46' E. 650 feet to Station No. 12; thence S. 47 deg. 33' E. 842 feet to Station No. 13; thence S. 11 deg. 00' E. 692 feet to Station No. 14; thence S. 9 deg. 35' E. 2553 feet to Station No. 15; thence S. 30 deg. 30' E. 292 feet to Station No. 16; thence S. 10 deg. 56' E. 372 feet to Station No. 17; thence S. 15 deg. 30' E. 828 feet to Station No. 18 at head of Desague bearing Southeast; thence S. 8 deg. 40' E. 4738 feet to Station No. 19; thence S. 14 deg. 25' E. 1931 feet to Station No. 20, at Repartidor, junction of the East and West branches of the ditch system; thence S. 51 deg. 47' E. Following center line of East branch of ditch system Right of Way 50 feet wide; including 25 feet of land on each side of center of canal as follows: 609 feet to Station No. 21; thence S. 47 deg. 20' E. 1203 feet to Station No. 22; thence S. 47 deg. 17' E. 3940 feet to Station No. 23; thence S. 19 deg. 14' East 902 feet to Station No. 24; thence S. 10 deg. 34' E. 5535 feet to Station No. 25; thence S. 19 deg. 53' E. 1091 feet to Station No. 26; thence S. 19 deg. 36' E. 1488 feet to Station No. 27; thence S. 16 deg. 41' E. 2203 feet to Station No. 28; thence S. 16 deg. 12' E. 4096 feet to Station No. 29; thence S. 10 deg. 26' E. 6281 feet to Station No. 30; thence S. 8 deg. 40' E. 723 feet to Station No. 31; thence S. 20 deg. 23' E. 1848 feet to Station No. 32; thence S. 01 deg. 30' W. 4896 feet, intersect center line of public road from Canutillo to upper Valley. 5935 feet Intersect ~~center line of public road~~ from south line of a road bearing N. E. 7 S. W. whence from Pt. 10' West, North end of Anthony's Nose bears N. 67 deg. 13' E. Franklin Mountain bears S. 83 deg. 37' E. Mount Flores bears S. 14 deg. 04' E. 6135 feet center line of Canutillo lateral, bears East 18893 feet Station No. 33 a point on the North bank of an old river bed and the end of the East branch of the La Union ditch system.

#### WEST BRANCH OF LA UNION DITCH SYSTEM.

Beginning at the Junction of the East and West branches of the La Union Ditch System, at Repartidor, identical with station No. 20, Thence following the center line of the west branch of the ditch system, Right of Way 50 feet wide; including 25 feet of land on each side of center of canal, as follows:

S.15 deg.02' W.2140 feet to Station No. 1; thence S. 21 deg.00' E.770 feet to Station No. 2; thence S. 25 deg. 15' E. 2505 feet to Station No. 3; thence S. 17 deg.15' E. 1780 feet to Station No.4; thence S. 6 deg.25' E.94 feet to Station No.5; thence S. 24 deg.05' W.364 feet to Station No. 6; thence S. 28 deg.06' W.230 feet to Station No. 7; thence S. 24 deg. 00' W. 346 feet to Station No.8; thence S. 29 deg.04' W. 567 feet to Station No. 9; thence S. 30 deg. 05' W. 355 feet to Station No. 10; thence S. 33 deg. 38' W. 1275 feet to Station No. 11; thence S. 32 deg. 42' W. 169 feet to Station No. 12; thence S. 23 deg.55' W.554 feet to Station No. 13; thence S. 23 deg. 47' W. 1134 feet to station No. 14; thence S. 23 deg. 12' W. 606 feet to Station No. 15; thence S. 22 deg.23' W. 591 feet to Station No.16; thence S. 25 deg. 48' W.402 feet to Station No. 17; thence S. 46 deg.24' W.359 feet to Station No. 18; thence S. 33 deg. 37' W. 112 feet to Station No. 19; thence S. 00 deg. 15' W. 184 feet to Station No. 20; thence S. 11 deg. 05' E. 313 ft. to Station No. 21 a point in North line of the Enriquez Tract; thence S. 9 deg. 12' E. 1493 feet to Station No. 22; thence S. 8 deg. 42' E. 910 feet to Station No.23; thence S. 18 deg. 54' E. 343 feet to Station No. 24; thence S. 16 deg. 04' E. 414 feet Intersect South line of Enriquez tract at a point, whence a corner of said tract bears S.61 deg. 35' E. 468 feet to Station No.25; thence S. 40 deg.26' E. 368 feet to Station No.26; thence S. 47 deg.50' E. 958 feet to Station No.27; thence S. 44 deg.41' E. 979 feet to Station No.28 N. E. corner of Dionicio Alvarez; thence S. 18 deg. 34' E. 1599 feet to Station No. 29 142 feet to Station No.30; thence S. 36 deg.12' E. 1200 feet to Station No.31; thence S. 36 deg. 12' E. 267 feet to Station No.32; thence S. 31 deg.20' E. 344 feet to Station No. 33; thence S. 22 deg. 08' E. 195 feet to Station No. 34; thence S. 9 deg. 53' E. 32 feet Intersect North line of Bailey tract at a point whence a corner of Bailey tract bears S. 57 deg.32' W.268 feet to Station No.35; thence S. 9 deg.14' E. 1493 feet to station No.36; thence S. 9 deg. 27' E. 486 feet to Station No.37; thence S. 33 deg. 44' E. 572 feet to Station No.38; thence S. 34 deg. 31' E. 800 feet to Station No. 39; thence S. 32 deg. 56' E. 1800 feet to Station No. 40; thence S. 23 deg. 58' W. 226 feet to Station No. 41; thence S. 38 deg. 27' W. 264 feet to Station No. 42; thence S. 43 deg.26' W. 501 feet to Station No. 43; thence S. 38 deg.33' W. 182 feet to Station No. 44; thence S. 43 deg. 08' W. 266 feet to Station No. 45; thence S. 32 deg. 12' W. 205 feet to Station No. 46; thence S. 12 deg.32' W. 283 feet to Station No. 47; thence S. 5 deg. 13' W.313 feet to Station No.48; thence S. 6 deg.53' E. 280 feet to Station No. 49; thence S. 16 deg. 22' E. 255 feet to Station No.50; thence S. 28 deg. 13' E. 286 feet to Station No. 51; thence S. 15 deg. 55' E. 1224 feet to Station No.52; thence S. 17 deg.36' E. 395 feet to Station No.53; thence S. 7 deg. 00' E. 121 feet to Station No. 54; thence S. 13 deg. 56' W. 738 feet to Station No.55; thence S. 5 deg. 16' W. 295 feet to Station No. 56; thence S. 14 deg. 28' E. 326 feet to Station No. 57; thence S. 9 deg. 08' E. 116 feet to Station No.58; thence S. 13 deg. 53' W. 200 feet to Station No.59; thence S. 28 deg. 52' W. 106 feet to Station No. 60; thence S. 36 deg. 58' W. 215 feet to Station No. 61; thence S. 22 deg. 59' W. 176 feet to Station No.62; thence S. 33 deg. 23' W. 225 feet to Station No. 63; thence S. 52 deg. 43' W. 116 feet to Station No. 64; thence S. 64 deg.28' W.191 feet to Station No. 65; thence S. 45 deg. 45' W. 62 feet to Station No.66; thence S. 00 deg. 04' W. 385 feet to Station No.67 a point in North line of the Gate Ranch; thence S. 00 10' E.180 feet to Station No. 68; thence S. 11 deg. 17' W.180 feet to Station No. 69; thence S. 18 deg. 20' W.1175 feet to Station No. 70; thence S. 44 deg.15' W.1660 feet to Station No. 71; thence S. 5 deg. 18' W. 1370 feet to Station

No. 72; thence S. 26 deg. 05' W. 380 feet to Station No. 73; thence S. 8 deg. 50' W. 995 feet to Station No. 74; thence S. 27 deg. 45' E. 3501 feet to Station No. 75; thence S. 2 deg. 15' E. 120 feet to Station No. 76; thence S. 20 deg. 35' W. 698 feet to Station No. 77; thence S. 28 deg. 20' W. 1115 feet to Station No. 78; thence S. 45 deg. 20' E. 2280 feet to Station No. 79; thence S. 24 deg. 30' E. 590 feet to Station No. 80; thence S. 20 deg. 00' E. 645 feet a point in the North line of Crawford lower ranch, 2920 feet to Station No. 81; thence S. 26 deg. 55' E. 4554 feet to Station No. 82; thence S. 40 deg. 00' E. 3946 feet to Station No. 83; and end of West branch of La Union Ditch System, and also all the property of the said party of the first part by whatsoever description, and wherever situate in the said States of New Mexico and Texas; also all the buildings, works and constructions of the party of the first part and all other real, mixed and tangible personal property and chattels of any and every kind, name and nature, which the party of the first part may have in its possession or which may hereafter be acquired by it as fully and completely as though specifically mentioned herein; also all the right, title, interest, claim and demand of any and every kind, name and nature, legal or equitable of the company, in and to all the rights, privileges, concessions, franchises, rights of way of every kind, and any interest therein which are now held or may hereafter be acquired by the party of the first part; also all books of accounts of any and every kind, name and nature now owned or which may hereafter be acquired by the party of the first part; also all bills and accounts receiveable or outstanding and all other contracts, promissory notes, checks, drafts, claims and demands and choses in action and all other property of any kind, name and nature, tangible or intangible, legal or equitable, which the party of the first part may be possessed of, or to which it may become entitled; also all the rights, privileges, franchises and immunities of the party of the first part, including the right to be a corporation, insofar as same may be lawfully transferred and conveyed, together with all and singular the lands, tenements hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part either in law or in equity, of, in and to the above granted, bargained, sold and described premises, with the appurtenances;

TO HAVE AND TO HOLD, the said premises above granted, bargained, sold and described with the appurtenances unto the said party of the second part, and its successors and assigns forever.

PROVIDED, HOWEVER, and these presents are upon the condition: That, Whereas, the said party of the first part is justly indebted unto the party of the second part in the sum of ~~Twenty~~ <sup>Five Thousand</sup> ~~Thousand Five Hundred~~ Dollars, as evidenced by its three promissory notes, Numbers 1, 2, and 3, and being in words and figures as follows, to-wit:

"El Paso, Texas, Dec. 31, 1919. \$10,000.00  
"May 15, 1920 after date, waiving grace, protest and suit, I, we, or either of us promise to pay to the order of The City National Bank of El Paso, Texas, Ten Thousand Dollars, with in-

THE STATE OF NEW MEXICO }  
COUNTY OF DONA ANA

*This is a copy of the deed  
approved by  
D. J. Williams  
61 167*

THIS INDENTURE, made the 18th day of February in the year of our Lord, one thousand nine hundred and twenty between La Union Irrigation Company a corporation, organized under the laws of the State of New Mexico of the first part and The United States of America, pursuant to the Act of June 17, 1902 (32 Stat 388) and acts amendatory thereof and supplemental thereto party of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the sum of One and no/100 (\$1.00) Dollars, lawful money of the United States of America, and other valuable considerations in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do es by these premises demise, release and forever quit claim unto the said party of the second part, and to its successors heirs and assigns all that certain lot, piece or parcel of land situated in the County of and State of New Mexico, and bounded and particularly described as follows, to-wit:

that certain irrigation system situate in the County of Dona Ana, State of New Mexico, and County of El Paso, State of Texas, known as La Union System, as the same is now constructed and in existence, as shown on map hereto attached, marked Exhibit "A", and made a part hereof;

RECORDED

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EL PASO Co. Book 360 PAGE 32

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 heirs and assigns, forever. Provided, That nothing herein contained shall be construed as a conveyance, interference with, or in any wise affecting the vested right of any holder of rights in the said La Union system in and to the waters of the Rio Grande:

This deed shall become effective to transfer the above described property and rights upon the approval of the Director of the United States Reclamation Service. Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of  
ATTEST: F G BELK  
Secretary.

LA UNION IRRIGATION COMPANY, (L. S.)  
A Corporation, (L. S.)  
Rvn (L. S.)