

780 ELEPHANT BUTTE IRRIGATION DISTRICT WARRANT DEED

188 ROWLEY LATERAL

0023-00-61-0010-00

781

THIS INDENTURE, Made this 24th day of October in the year of our Lord one thousand nine hundred and twenty-four between Elephant Butte Irrigation District, a corporation duly organized under the laws of the State of New Mexico, party of the first part and the United States of America, pursuant to the Act of June 17, 1902 (32 Stat. 589) and acts amendatory thereof or supplementary thereto, party of the second part

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five Hundred Five and 12/100 (\$505.12) Dollars, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said party of the second part its successors and assigns forever, all the following described lot or parcel of land or real estate, situate, lying, and being in the County of Dona Ana, State of New Mexico, to-wit:

A tract of land situated in the South half of the Northeast quarter (S½NE¼) and the Northeast quarter of the Southeast quarter (NE¼SE¼) of Section four (4), Township twenty-seven (27) South, Range three (3) East, New Mexico Principal Meridian, Bureau of Reclamation survey; being also in Tract 1 of the Refuge Colony Grant, and more particularly described as follows:

Beginning at a point on the Easterly right of way line of La Union East Canal, and from which point the Northeast corner of said Section four (4) bears North forty-three (43) degrees fifty-three (53) minutes East three thousand five hundred thirty-two and six-tenths (3532.6) feet; thence along said Easterly right of way line of La Union East Canal North ten (10) degrees twenty-five (25) minutes West twenty and one-tenth (20.1) feet to a point on the North property line of land of the Grantor; thence along said property line North eighty-five (85) degrees no (00) minutes East one thousand nine hundred forty-three and seven-tenths (1943.7) feet; thence South twenty-five (25) degrees forty-one (41) minutes East nine hundred ninety-six (996.00) feet to a point on the East property line of land of the Grantor, and from which point the Northeast corner of said Section four (4) bears North one (01) degree twenty-nine (29) minutes East three thousand two hundred fifty-five and eight-tenths (3255.8) feet; thence along said last mentioned property line South ten (10) degrees twenty-one (21) minutes West seventy-six and five-tenths (76.5) feet; thence North twenty-five (25) degrees forty-one (41) minutes West nine hundred eighty-eight and one-tenth (988.1) feet; thence North sixty (60) degrees twenty-one (21) minutes West one hundred seven and six-tenths (107.6) feet; thence South eighty-five (85) degrees no (00) minutes West one thousand eight hundred thirty-five and nine-tenths (1835.9) feet to the point of beginning; said tract of land containing one and ninety-nine hundredths (1.99) acres, more or less;

together with all and singular, the lands, tenements, hereditaments and appurtenances thereunto belonging, or in anywise 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 equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances;

RECEIVED BY THE COUNTY CLERK OF DONA ANA COUNTY, N.M. OCT 24 1924

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said part Y of the second part ~~its successors~~ **its successors** and assigns forever. And the said part Y of the first part, for ~~itself, its successors and assigns~~ **itself, its successors** ~~and assigns~~ **and assigns** do hereby covenant and agree, to and with the said part Y of the second part ~~and assigns~~ **its successors** and assigns, that at the time of the ensembling and delivery of these presents ~~it was~~ well seized of the premises above conveyed, as of a good, sure, perfect and indefeasible estate of inheritance, in law, in fee simple, and had ~~good~~ good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind and nature soever; and the above bargained premises in the quiet and peaceable possessions of the part Y of the second part ~~and assigns~~ **its successors** and assigns, against all and every person lawfully claiming or to claim, the whole or any part thereof, the said part Y of the first part shall and will warrant and forever defend.

IN WITNESS WHEREOF the said part Y of the first part has hereunto set ~~its~~ **its** hand and seal the day and year above written.

(SEAL)  
Signed, Sealed and Delivered in the Presence of

Elephant Butte Irrigation District.

By J. W. Taylor

President

(L. S.)

(Rev. Stamp \$1.00)

F. J. Rigney, Jr.

Secretary

(L. S.)

(L. S.)

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF DONA ANA )

On this 24th day of October A. D. 1924 before me appeared J. W. Taylor and F. J. Rigney, Jr., to me personally known, who being by me duly sworn, did say that they are President and Secretary respectively of the Elephant Butte Irrigation District of New Mexico, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and by authority of its board of directors the said J. W. Taylor and F. J. Rigney, Jr. acknowledged said instrument to be the free act and deed of said corporation.

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)

My Commission expires:  
March 3, 1926.

N. I. Reiter

Notary Public, within and for  
Dona Ana County, New Mexico.

No. 51538

WARRANTY DE  
Elephant Butte Irrigation

TO

The United States of

STATE OF NEW MEXICO,

County of Dona Ana

I hereby certify that this instn

filed for record on the 6

(SEAL) Feb. A.

at 9 o'clock A. M. and duly

Book 68 Page 303 of the

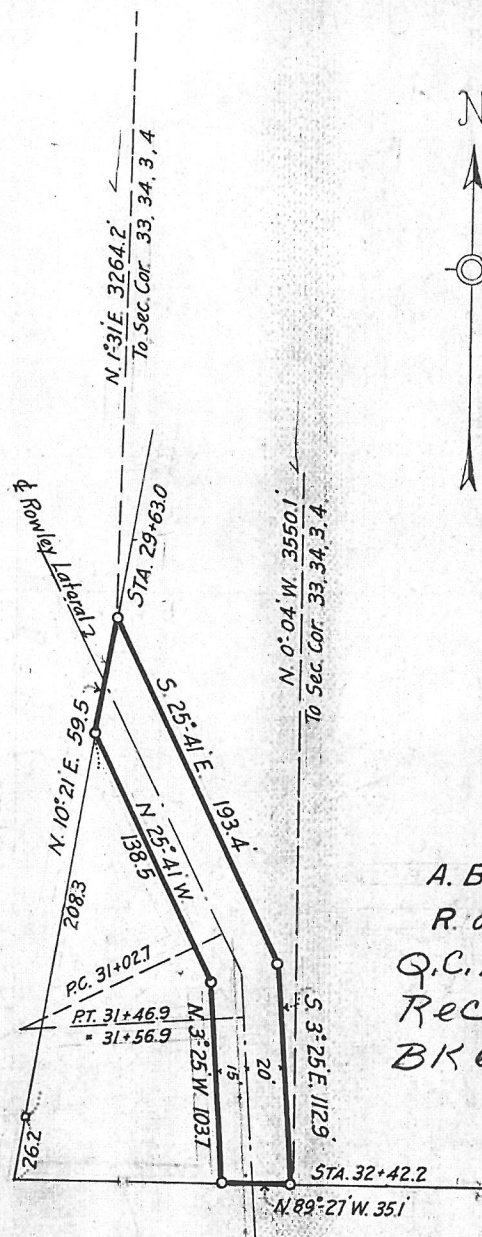
Deeds of said County.

J. F. Nevares

Probate Clerk and Ex-Officio

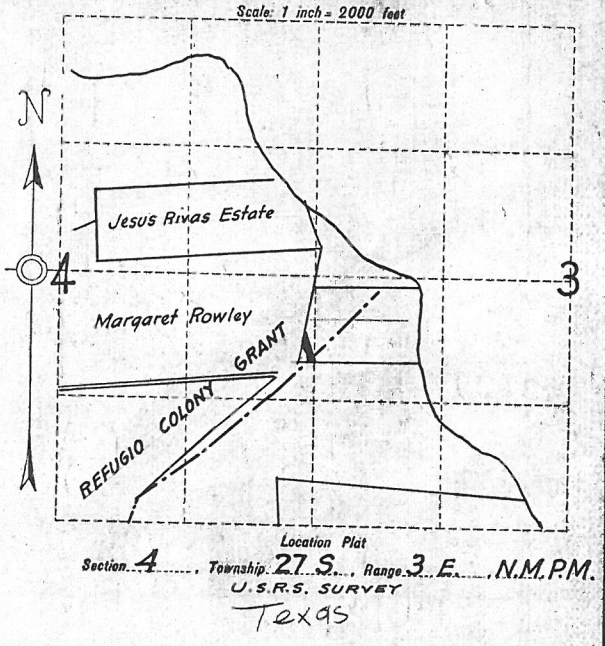
For Sale by Ellis Bros. Ptg. Co.

1-B



PI. 31+25.0  
 $\Delta$  22°06' R.  
 D 50'  
 T 22.35  
 L 44.2

A. B. C. GERKEN.  
 R. OF W. 0.22 A. ✓  
 Q.C.D. 6/15/21  
 Rec 7/15/21 (Dona Ana Co)  
 BK 62 Pg 310



Location Plat  
 Section 4 Township 27 S Range 3 E N.M.P.M.  
 U.S.R.S. SURVEY  
 TEXAS

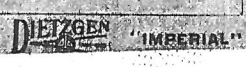
SCALE 1"=100'

DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT - NEW MEXICO - TEXAS  
 MESILLA VALLEY LATERALS  
 ROWLEY LATERAL  
 RIGHT OF WAY

FIELD WORK: \_\_\_\_\_ CHECKED: G. W. H.  
 DRAWN: M.C. APPROVED: \_\_\_\_\_

No. 3 2180-L-41 EL PASO, TEXAS 5-20-21

*Tex*



El Paso, Texas, January 25, 1927

From District Counsel,

To Superintendent Rio Grande Project,

Subject: Title to 1.99 acres of land proposed to be purchased for \$505.12, under contract dated May 19, 1923, with Elephant Butte Irrigation District (Rowley Lateral)-- Rio Grande Project.

1. Reference is made to opinion of title dated August 11th, 1924, made by the Chief Field Counsel, and that of District Counsel Ottamar Hamel, dated March 29, 1926.

2. Since the last mentioned opinion was written the abstract has been brought down to date and shows no change in condition of title, other than the deed to the United States. Title is now vested in the United States free of incumbrance. The contract, abstract, original and copy of deed to the United States, extract from minutes, possessory certificate and plat pertaining to this parcel of land are attached hereto and may properly be put in line for payment at this time.

-----  
Herbert J. S. Devries,

El Paso, Texas, March 29, 1926

From District Counsel,

To Superintendent,

Subject: Opinion on title to 1.99 acres of land proposed to be purchased for \$505.12, under contract dated May 19, 1923, with Elephant Butte Irrigation District (Rowley Lateral)--Rio Grande Project.

1. Reference is made to opinion of title dated August 11, 1924, made by the Chief Field Counsel.

2. Title has now vested in the United States free of incumbrance and the deed has been recorded. The consideration named in the agreement of sale may be paid in due course, the Fiscal Agent transmitting the voucher with the papers prescribed in the Manual.

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Ottomar Hanele,

El Paso, Texas,  
March 5, 1925.

The Southwestern Abstract & Title Company,  
Las Cruces, New Mexico.

Gentlemen:

Find enclosed your abstract of title No. 7531,  
covering 1.99 acres purchased by the United States from the  
Elephant Butte Irrigation District. Please bring the  
abstract down to date, showing conveyance in the United  
States, and return to this office.

Very truly yours,

Ottomar Humele,  
Special Attorney.

Encl. 1

ht

1741-C

El Paso, Texas, January 21, 1925

County Clerk,  
Dona Ana County,  
Las Cruces, New Mexico.

Dear Sir, -

I am enclosing herewith warranty deed,  
Elephant Butte Irrigation District to the United  
States.

Please have this instrument recorded and  
submit bill to this office.

Very truly yours,

Encl.  
Warranty deed

L. M. Lawson  
Superintendent,  
Bureau of Reclamation



**OFFICERS**

J. W. TAYLOR  
President and Manager

F. I. McKAMY  
Vice President

J. F. RIGNEY, Jr.,  
Secretary

N. I. REITER  
Chief Accountant

R. C. STOCKDALE  
County Agricultural  
Agent

D. F. BIGGS  
DIRECTOR SERVICE DEPARTMENT

**ELEPHANT BUTTE  
IRRIGATION DISTRICT  
OF NEW MEXICO**

INVESTED IN IRRIGATION WORKS \$6,530,000

TELEPHONE NO. 1

LAS CRUCES, N. M.

**DIRECTORS**

Dist. One—L. F. Elliott  
Dist. Two—George Benvie  
Dist. Three—J. W. Taylor  
Dist. Four—L. G. Mayfield  
Dist. Five—C. H. Stith  
Dist. Six—F. I. McKamy  
Dist. Seven—D. E. Rodriguez  
Dist. Eight—F. J. Rigney  
Dist. Nine—J. E. Reinburg

Extract from Minutes of Meeting of Board of  
Directors of Elephant Butte Irrigation District,  
Held September 2nd, 1924.

"It was moved by Director Reinberg and seconded by Director Rigney that the President and Secretary be and are hereby authorized to execute deed to the Bureau of Reclamation for 1.99 acres more or less, and being situate in  $S\frac{1}{2}$   $NE\frac{1}{4}$  and  $NE\frac{1}{4}$   $SE\frac{1}{4}$  of Section 4, Township 29S, Range 3E and being the land condemned for R o W of the Rowley Lateral by the Bureau of Reclamation but handled in the name of the District for convenience. Carried."

Attest:

This is a true copy.

*N. I. Reiter*  
Acting Secretary.

El Paso, Texas, August 16, 1924.

Elephant Butte Irrigation District,

Las Cruces, New Mexico.

Gentlemen:

There is transmitted herewith for execution by the District warranty deed to the United States conveying 1.99 acres of land for right of way for the Rowley Lateral.

When executing the enclosed deed it is requested that \$1.00 in documentary stamps be attached and cancelled.

Upon return of deed properly executed same will be forwarded for recordation and the abstract extended to include this recordation and if no adverse changes in title appear, voucher covering payment of the proposed purchase price will be prepared and forwarded for signature.

Very truly yours,

J. H. Hamilton  
Clerk

enc 1

DEPARTMENT OF THE INTERIOR

RECLAMATION SERVICE HLH/HLH

WILDA BUILDING, 1441 WELTON STREET

DENVER, COLO.

August 11, 1924.

From Chief Field Counsel.

To J. H. Hamilton, Clerk.

Subject: Purchase of 1.99 acres of land in  $S\frac{1}{2}$  of  $NE\frac{1}{4}$  and  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  Sec. 4, T. 27 S., R 3 E., N. M. P. M. in Refugio Colorey Grant, Dona Ana County, New Mexico, from the Elephant Butte Irrigation District - Rio Grande Project.

1. I have examined the abstract of title transmitted with your letter of July 15, 1924, in connection with the land purchase described in the above subject, and find the showing of title in the Elephant Butte Irrigation District sufficient.

2. Payment may be made in accordance with the terms of the contract dated May 19, 1923, between the United States and the District, upon execution and delivery by the district of a deed to the land in the form of deed herewith enclosed, provided no instruments adversely affecting the district's title have been placed of record since date of abstractor's certificate, July 10, 1924.

*Title Papers*  
Enc.

*H. L. Holgate*

P.S. Form of warranty deed in general use in New Mexico may be used in taking title. The provisions of Par. 23 of Page 258 of Vol. 1 of the Manual should be complied with.

El Paso, Texas, July 15, 1924.

From Clerk J. H. Hamilton  
To Chief Field Counsel, Denver, Colorado  
Subject: Proposed purchase of land for right of way for the Rowley lateral under contract dated May 19, 1923, with Elephant Butte Irrigation District - Rio Grande Project

1. Acting on your verbal suggestion when in this office recently to forward to Denver for action anything thought advisable, I am transmitting herewith for examination abstract of title No. 7531, together with the complete folder in connection with the above mentioned land purchase. This is being done owing to the fact that Miss Harvey has returned from Santa Fe, New Mexico, and we are at the present time engaged in compiling the card index for the Pecos River Adjudication Suit, and this card index can be prepared much more quickly when two are working together, due to the fact that when the card is in the machine ready for typing the other can refer to the list of defendants while the card is being typed and secure the data from that list necessary to be indicated on the card.

2. In connection with this proposed purchase from the Elephant Butte Irrigation District I will state for your information that it was necessary to condemn this right of way for the Rowley Lateral and as it was thought quicker results could be obtained if the Elephant Butte Irrigation District instituted proceedings in the state court, this procedure was carried out instead of the United States bringing the action. After decree was rendered contract to sell was entered into between the District and the United States.

- - -

J. H. Hamilton

encc

El Paso, Texas, January 12, 1924.

Southwestern Abstract and Title Co.,

Las Cruces, New Mexico.

Gentlemen:

Your attention is invited to letters of June 13 and June 14, 1923, from this office to you requesting two abstracts of title covering two separate tracts of land proposed to be purchased by the United States from the Elephant Butte Irrigation District for right of way purposes.

Anything that you can do towards expediting the preparation of the two abstracts in question will be appreciated.

Very truly yours,

Joseph H. Beardslee  
District Counsel

STATE OF NEW MEXICO

Office of Clerk of Dona Ana County

43749

No 25486

Las Cruces, N. M.,

July 9 1923

Received of

M. J. Beckwith \$ 2.50  
for 2.50 Dollars

For

M. J. Beckwith County Clerk.

Reception Book Page

232

By:

Deputy.

Fee Record Page

El Paso, Texas, June 13, 1923.

The County Clerk,

Las Cruces, New Mexico.

Dear Sir:

There is transmitted herewith for official record agreement to sell dated May 19, 1923, between the United States and the Elephant Butte Irrigation District, in connection with right of way for the Rowley Lateral.

Very truly yours,

J. H. Hamilton,  
Clerk.

enc 1

El Paso, Texas, June 13, 1923.

Southwestern Abstract and Title Co.,

Las Cruces, New Mexico.

Gentlemen:

It is requested that abstract of title be furnished covering the 1.99 acres of land shown on enclosed blueprint. A written description of this land appears in agreement to sell dated May 19, 1923, between the Elephant Butte Irrigation District and the United States, which agreement is to-day being transmitted to the County Clerk for recordation.

Very truly yours,

J. H. Hamilton  
Clerk

enc 1



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande

Project

(Place.)

El Paso, Texas, June 6, 1923.

(Date.)

Project Manager to Chief Engineer, through District Counsel.

Subject: Forwarding contract dated ~~XXXXXX~~ <sup>execution</sup> May 19, 1923 for approval ~~XXXXXX~~

With ~~XXXX~~ Elephant Butte Irrigation District, a corporation

Estimated amount involved, \$ 505.12

Authority No. 5-R2  
or Clearing Acct.

Accompanied by bond and 2 copies

(Insert "Yes" or "No" bond.)

No bond

Purpose:

Purchase of 1.99 acres of land for right of way for  
the Rowley Lateral

Advise Project Manager at El Paso, Texas

(Post office address.)

District Counsel at El Paso, Texas

(Post office address.)

and

~~XXXXXX~~  
of the approval of the above, using extra copy hereof.

~~XXXXXXXXXX~~  
NOTE.—Before submitting contract or deed, see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, page 205, Vol. I of Manual.

Inclosures from project office:

Original and 5 copies of this form letter.

Original and 4 copies of contract.

"	"	2	"	possessory certificate
"	"	2	"	certificate of recommendation
"	"	2	"	report on land agreement
"	"	2	"	Board of appraisal report

3 blueprints

NOTE: Original contract to be returned  
for recordation.

L. M. Lawson  
(Signature.)

Denver, Colo.,  
The above-described contract, and bond if any, approved

by Chief Engineer, on

Denver, Colo.,  
Chief Engineer to Director:

It is recommended that the above-described contract be <sup>executed</sup> approved <sup>deed</sup> and bond if any, approved. <sup>accepted</sup>  
Inclosures listed on reverse.

(Signature.)

Washington, D. C.,

Contract <sup>executed</sup> approved and bond, if any, approved by <sup>Deed</sup> <sup>accepted</sup>

on

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated May 19, 1923, with Elephant Butte Irrigation District, a corporation, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Rowley Lateral, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$505.12, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson  
Project Manager.

El Paso, Texas, June 4, 1923.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, hereby certify that I have personally examined the land sought to be acquired by the United States from Elephant Butte Irrigation District, a corporation, in the S $\frac{1}{2}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 4, Township 27 South, Range 3 East, New Mexico Principal Meridian, United States Reclamation Service survey, Dona Ana County, New Mexico, for the Rio Grande Project, and that the said proposed Vendor was in actual, sole and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

Geo. W. Hoadley,  
Assistant Engineer.

El Paso, Texas, June 4, 1923.

REPORT ON LAND PURCHASE CONTRACT  
(SEE PAGES 251-259, VOL. 1, OF MANUAL)

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

INFORMATION relating to land purchase contract made May 19, 1923, with  
Elephant Butte Irrigation District, a corporation

1. State purpose for which the land is required.

Right of way for the Rowley Lateral

2. State description and approximate area of land to be conveyed.

1.99 acres in the S½NE¼ and NE¼SE¼ of Section 4, Township  
27 South, Range 3 East, N.M.P.M., U.S. Reclamation  
Service survey.

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

Land was never open for entry under the public land laws,  
being located in the Refugio Colony Grant

4. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands, as the case may be; if unmarried, widow, or widower, so state.

Elephant Butte Irrigation District, a corporation,  
Las Cruces, County of Dona Ana, State of New Mexico.

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owner is in possession. None of the land is held under  
lease.

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district or other agreement.

~~Richard H. Hill agrees to the construction of the Rowley Lateral  
reason of the construction of the Rowley Lateral~~

Land is not subject to any right of way.

Claims

Las Cruces, N.M.

May 14, 1923.

Elephant Butte Irrigation District,  
City.

Gentlemen:

I enclose herewith contracts for  
the sale of the Sutherland and Rowley tracts  
heretofore condemned. Kindly have these execu-  
ted and forward to Project Manager, El Paso,  
Texas, attention Mr. Headley.

Very truly yours,

MBT-MMH.

Enc 2.

*Rowley Lateral E B Indate*

REPORT ON LAND PURCHASE CONTRACT  
(SEE PAGES 251-259, VOL. I, OF MANUAL)

*Price \$505<sup>12</sup>*

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

PROJECT

INFORMATION relating to land purchase contract made \_\_\_\_\_, 192\_\_\_\_, with

1. State purpose for which the land is required.

*Rowley Lateral*

2. State description and approximate area of land to be conveyed.

*1.99 acres*

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

*Ref Colony Grant*

4. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands, as the case may be; if unmarried, widow, or widower, so state.

*own*

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

*owner in possession*

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district or other agreement.

*no*