

GARCIA, MANUEL E., et. ux., Rafaela P.

QUITCLAIM DEED

WEST DRAIN NO. 22

240

6023-00-00-0616-00

63

(STAT.)

QUITCLAIM DEED

#425

West 22

This Indenture, made the 24th day of January, in the year of our Lord, one thousand nine hundred and forty one, between Manuel E. Garcia and Rafaela P. Garcia, his wife

part 165 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 165 of the first part, for and in consideration of the allowance of credits in the sum of One hundred fifty seven and 10/100 Dollars (\$157.¹⁰/₁₀₀) upon the construction charge assessments of the Elephant Butte Irrigation District against lands of the said part 165 of the first part, and contract of August 30, 1939 pursuant to contract of Dec. 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, in the Southwest quarter (SW¹/₄) of the Southeast quarter (SE¹/₄) of Section seventeen (17) and West half (W¹/₂) of the Northeast quarter (NE¹/₄) of Section twenty (20) Township twenty-seven (27) South, Range three (3) East N.M.P.M., Bureau of Reclamation Survey; being also within Private Claim #113, Tract 1, shown on Dona Ana County, New Mexico, Plat Book as tract numbered 2016; more particularly described as follows:

Beginning at a point on the southeast property line of the land of the grantors and from which point the northwest corner of Section twenty (20) Township twenty-seven (27) South, Range three (3) East N.M.P.M., Bureau of Reclamation Survey bears North sixty-three degrees (63°) nineteen minutes (19') West three thousand six hundred thirty-six and one tenth (3636.1) feet; thence North seven degrees (07°) forty-five minutes (45') West four hundred thirty-eight and nine tenths (438.9) feet; thence North eight degrees (8°) seventeen minutes (17') West one thousand four hundred five and six tenths (1405.6) feet to a point on the Northwest property line of the land of the grantors; thence North fifty-six degrees (56°) seven minutes (07') East along said northwest property line of the land of the grantors one hundred ten and nine tenths (110.9) feet to a point from which the Southeast corner of Section seventeen (17) Township twenty-seven (27) South, Range three (3) East N.M.P.M., bears South eighty-three degrees (83°) fifty-four minutes (54') seven seconds (07") East two thousand two hundred twenty-five and three tenths (2225.3) feet; thence South eight degrees (8°) seventeen minutes (17') East one thousand two hundred twenty-seven and two tenths (1227.2) feet; thence to the left along a curve of two thousand eight hundred fourteen and eight tenths (2814.8) feet radius a distance of four hundred thirty-six and four tenths (436.4) feet on the arc; thence South seventeen degrees (17°) ten minutes (10') East one hundred forty-four and two tenths (144.2) feet to a point on the southeast property line of the land of the grantors; thence South fifty-two degrees (52°) fifty-four minutes (54') West along last said property line one hundred eighty-two and eight tenths (182.8) feet to the point of beginning. Said tract of land containing four and five tenths (4.5) 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 part 165 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—

X Manuel E. Garcia (L. S.)
X Rafaela P. Garcia (L. S.)
(L. S.)

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

On this 24th day of January 1941 before me personally appeared Manuel E. Garcia and Rafael P. Garcia 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.

My commission expires October 22nd 1944. Notary Public in and for Dona Ana County.

PARTIAL RELEASE OF LIEN

Know all men by these presents, That the undersigned owner (s) and holder (s) of that certain (Mortgage) dated 19, and recorded at Page, Book, or other lien) 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.

My commission expires Notary Public in and for Dona Ana County.

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.

My commission expires Notary Public in and for Dona Ana County.

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

I hereby certify that this instrument was filed for record on the 26th day of April A. D. 1941, at 11:30 o'clock, A. M., and duly recorded in Book 85-E, Page 137, of the Records of Deeds and Mortgages of said County.

County Clerk and Ex-Officio Recorder.
Deputy.

DONA ANA COUNTY, N.M.
Co. PLAT-2016, P.C. 113 Tr. 1

S. 83° 54' 7" E 2225.3' 17 16
20 21

Manuel E. Garcia
P.W. AREA = 4.5A.
S.O.C.D. 1/24/41
Rec 4/26/41
+52.1
BK 85E Pg 137

$P.L. = 428 + 304$
 $\Delta = 8^{\circ}53'$
 $D = 2^{\circ}00'$
 $T = 222.5'$
 $L = 444.2$
 $R = 2864.8'$

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

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

1109-2-48 EL PASO, TEX. 2/25/30

Constructed Oct. 1919.

22

30-72

TRANSFER CASE

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

778
430.-
RIO GRANDEEl Paso, Texas March 17, 1941

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.

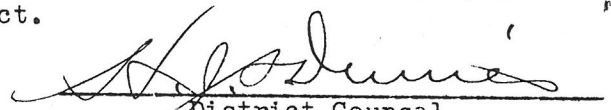
1. For your consideration, there is transmitted herewith, deed dated Jan. 24, 1941, from Manuel E. Garcia & Rafaela P. Garcia conveying 4.50 acres of land, in Sec.s. 17 & 20 ^{1/4} 27 Range 3 E Dona Ana County, Plat No. 2016, Right of Way Plat No. 22, West Drain, together with certificate of officials of the Elephant Butte Irrigation District dated March 4, 1941, under the provisions of contract dated December 20, 1929, between said District and the United States.


Superintendent

To Superintendent

El Paso, Texas APR 22 1941

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 DEC 8 1941

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

No. 1 of 4
Serial No. 30-72
File 810

West Drain

Plat No. 22

ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

March 4, 1941

CERTIFICATE TO ACCOMPANY QUIT CLAIM DEED

1. Reference is made to the accompanying quit claim deed from
Manuel E. Garcia and Rafaela P. Garcia, his wife
conveying 4.50 acres of land in Section 17.20 Township 27 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 \$ 157.50,
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. Starr
President

ATTEST:

D. A. Lowry
Secretary

(SEAL)