

VELARDE, LUZ, et. ux., Ysidra

QUITCLAIM DEED

WEST DRAIN

(240)

0023-0063-0014-00

# THE STATE OF NEW MEXICO

COUNTY OF DONA ANA

THIS INDENTURE, made the 23d day of March in the year of our Lord, one thousand nine hundred and twenty-two between Luz Velarde and Ysidra Velarde, husband and wife, parties of the first part and the United States of America, acting pursuant to the Act of June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplemental thereto, part y of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One and 0/100 (\$1.00) Dollars, lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, do by these premises demise, release and forever quit claim unto the said part y 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: Located approximately one-half mile northeast of the town of La Union, New Mexico, in the southeast quarter of the northwest quarter (SE1/4), northeast quarter of the southwest quarter (NE1/4SW1/4) and the northwest quarter of the southeast quarter (NW1/4SE1/4) of section seventeen (17), township twenty-seven (27) south, range three (3) east, New Mexico principal meridian, and being also in the Refugio Colony Grant; beginning at a point on the northeasterly property line of the land of the Grantors herein, from which point the northwest corner of said section seventeen (17) bears north forty-one (41) degrees fifty-four (54) minutes eleven (11) seconds west three thousand four hundred eighty-one and two-tenths (3481.2) feet; thence along said property line south sixty (60) degrees fifty-nine (59) minutes east one hundred fifty-two and ninety-eight hundredths (152.98) feet; thence south nine (9) degrees nineteen (19) minutes east one hundred twenty and thirty-seven hundredths (120.37) feet; thence to the left along a three hundred forty-three and five-hundredths (343.05) foot radius curve two hundred seventy-seven and twenty-three hundredths (277.23) feet; thence south fifty-five (55) degrees forty-seven (47) minutes east twenty-six and eight-tenths (26.8) feet; thence to the right along a four hundred twenty-three and five-hundredths (423.05) foot radius curve three hundred forty-nine and ninety-one hundredths (349.91) feet; thence south eight (8) degrees seventeen (17) minutes east five hundred eighteen and twenty-five hundredths (518.25) feet to a point on the south boundary line of the Refugio Colony Grant, from which last mentioned point the north east corner of said section seventeen (17) bears north thirty-one (31) degrees fifty-one (51) minutes thirty-nine (39) seconds east four thousand five hundred twenty-eight and one-tenth (4528.1) feet; thence along said south boundary line of the Refugio Colony Grant north eighty-nine (89) degrees forty-eight (48) minutes west one hundred twenty-one and thirty-two hundredths (121.32) feet to a point from which the northwest corner of the said section seventeen (17) bears north thirty-five (35) degrees fifty-nine (59) minutes nine (9) seconds west four thousand seven hundred thirty-one and five-tenths (4731.5) feet; thence north eight (8) degrees seventeen (17) minutes west five hundred and thirty-nine hundredths (500.39) feet; thence to the left along a three hundred three and five-hundredths (303.05) foot radius curve two hundred fifty and nine-hundredths (250.09) feet; thence north fifty-five (55) degrees forty-seven (47) minutes west twenty-six and eight-tenths (26.8) feet; thence to the right along a four hundred sixty-three and five-hundredths (463.05) foot radius curve three hundred seventy-four and seven-hundredths (374.77) feet; thence north nine (9) degrees nineteen (19) minutes west two hundred fifteen and twenty-six hundredths (215.26) feet to the point of beginning; said tract of land containing three and sixty-seven hundredths (3.67) acres, more or less; all curves in this land description being measured on one hundred (100) foot chords;

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 part y 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 seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of  
Luisa Velarde  
Geo W Hoadley

LUZ VELARDE His X Mark (L. S.)

YSIDRA VELARDE Her M Merk (L. S.)

(L. S.)

Correct as to Engineering Data



TEXAS  
STATE OF ~~NEW MEXICO~~ } ss.  
County of El Paso

On this 23d day of March 19122, before me personally appeared Luz Velarde and Ysidra Velarde, his wife,

to me known to be the person they 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.

GEO W ROADLEY

(SEAL)

Notary Public in and for El Paso  
County, Texas.  
My com. exp. June 1, 1923.

STATE OF NEW MEXICO, } ss.  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 191\_\_\_\_, 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.

No. 39694

Quit Claim Deed

TO

STATE OF NEW MEXICO, } ss.  
County of Dona Ana

I hereby certify that this instrument was  
filed for record on the 1st day  
of April A. D. 1922  
at 9 o'clock A.M., and duly recorded in  
Book 65 Page 32 of the Records

of Deeds and Mortgages of said County.  
Edw. H. H. Harvey  
County Clerk and Ex-Officio Recorder

Deputy.

Fees \$ \_\_\_\_\_

fifty-nine (59) minutes east one hundred fifty-two and ninety-eighth hundredths (152.98) feet; thence south nine (9) degrees nineteen (19) minutes east one hundred twenty and thirty-seven hundredths (120.37) feet; thence to the left along a three hundred forty-three and five-hundredths (343.05) foot radius curve two hundred seventy-seven and twenty-three hundredths (277.23) feet; thence south fifty-five (55) degrees forty-seven (47) minutes east twenty-six and eight-tenths (26.8) feet; thence to the right along a four hundred twenty-three and five-hundredths (423.05) foot radius curve three hundred forty-nine and ninety-one hundredths (349.91) feet; thence south eight (8) degrees seventeen (17) minutes east five hundred eighteen and twenty-five hundredths (518.25) feet to a point on the south boundary line of the Refugio Colony Grant, from which last mentioned point the northeast corner of said section seventeen (17) bears north thirty-one (31) degrees fifty-one (51) minutes thirty-nine (39) seconds east four thousand five hundred twenty-eight and one-tenth (4528.1) feet; thence along said south boundary line of the Refugio Colony Grant north eighty-nine (89) degrees forty-eight (48) minutes west one hundred twenty-one and thirty-two hundredths (121.32) feet to a point from which the northwest corner of the said section seventeen (17) bears north thirty-five (35) degrees fifty-nine (59) minutes nine (9) seconds west four thousand seven hundred thirty-one and five-tenths (4731.5) feet; thence north eight (8) degrees seventeen (17) minutes west five hundred and thirty-nine hundredths (500.39) feet; thence to the left along a three hundred three and five-hundredths (303.05) foot radius curve two hundred fifty and nine-hundredths (250.09) feet; thence north fifty-five (55) degrees forty-seven (47) minutes west twenty-six and eight-tenths (26.8) feet; thence to the right along a four hundred sixty-three and five-hundredths (463.05) foot radius curve three hundred seventy-four and seventy-seven hundredths (374.77) feet; thence north nine (9) degrees nineteen (19) minutes west two hundred fifteen and twenty-six hundredths (215.26) feet to the point of beginning; said tract of land containing three and sixty-seven hundredths (3.67) acres, more or less; all curves in this land description being measured on one hundred (100) foot chords.

3. The Contractor will procure and have recorded at his own cost all assurances of title and affidavits, which he may be advised by the proper Government officials are necessary and proper to show in him, subject to the rights of the United States, complete title in fee simple in the said described land.

4. Liens or incumbrances existing against said Contractor's lands hereinbefore described may, at the option of the United States, be removed before payment of the money consideration hereinbefore named, by reserving the amount necessary from the purchase price and discharging the same with the money so reserved; but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.



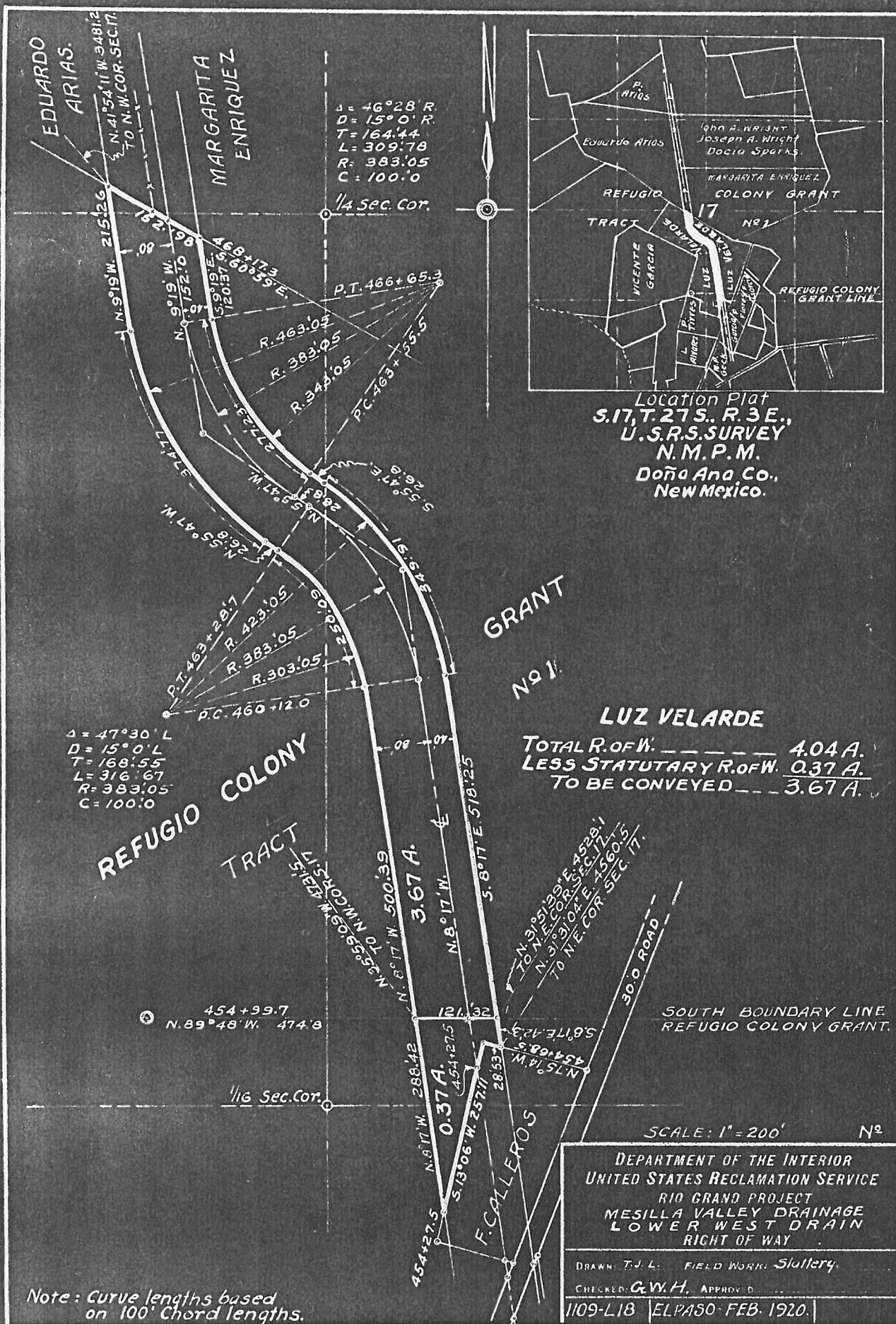
to construct bridges, flumes, or other structures upon or across the said described land, and the canal, canals, or drainage ditches which may be constructed, maintained, or operated thereon.

6. The United States will permit the Contractor to enjoy the use of the said described land and the improvements thereon until March 23, 1922.

7. The Contractor will promptly and peaceably remove at his own expense any and all improvements of a movable nature upon the said described land and will vacate and surrender said land to the United States on or before March 23, 1922. The Contractor hereby agrees that the authorized agents of the United States may enter upon, survey for, and locate canals, ditches, and other irrigation works, and telephone and electric transmission lines upon the said strip or parcel of land at any and all times

8. This agreement shall become effective to bind the United States immediately upon its approval by the proper officers of the United States within twenty-four (24) months from date, otherwise to be null and void.

9. For and in consideration of the faithful performance of this contract the United States agrees that, upon the execution and delivery by the Contractor of a deed to remise, release, sell, convey, and forever quitclaim to the United States all rights, title, interest, claim, and demand of the Contractor in and to the said described land, and upon the signing by the Contractor of the usual Government vouchers therefor, and their further approval by the the Government officers, the United States will cause to be paid to the Contractor as full payment for ten (10) fruit trees, improvements upon the said described land, the sum of one hundred dollars (\$100.00), by United States Treasury warrant or disbursing officer's check; the Contractor, however, expressly reserving all of his rights of a legal or equitable nature existing between himself, his heirs, successors, administrators, or assigns, and the Elephant Butte Irrigation District, to receive just and proper credit, as provided by Sec. 20, ch. 20, Laws of New Mexico, 1919, Reg. Sess., for the land itself and all appurtenances and other improvements save those hereinbefore specifically set forth, the deed and release herein provided for being given with the express understanding that the Contractor shall have such further compensation as a credit upon Rio Grande project construction charge when the same is levied, as provided by law.





DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso Texas MAY 2 1922  
(Place.) (Date.)

Project Manager to Chief Engineer, through District Counsel.

Subject: Forwarding ~~contract~~ dated March 23 1922 for ~~approval~~  
*deed* *acceptance*

With Luz Velarde et ux.

From

Estimated amount involved, \$ 0 Authority No. 6-Pd  
Accompanied by bond and 2 copies No bond. or Clearing Acct.

(Insert "Yes" or "No" bond.)  
Purpose: Grant of 3.67 acres of land for Lower West Drain. (See  
contract even date with deed and f.l.t. with same of even date here-  
with. See also letter Dec. 13, 1920; Chief Counsel to D.C. El Paso;  
subject: contract dated Aug. 24, 1920, with Jos. C. McCarty.)

Advise Project Manager at El Paso Texas

District Counsel at El Paso Texas (Post office address.)

and *Chief Engineer* (Post office address.)

*execution*  
of the approval of the above, using extra copy hereof.  
*acceptance*

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 4 copies of this form letter.
- Original and 1 copies of ~~contract~~
- Original and 1 copy certificate as to title.
- Original and 1 copy possessory certificate.
- 2 blueprints.

L M LAWSON

(Signature.)

Denver, Colo.,

The above-described contract, and bond if any, approved

by

Chief Engineer, on

Denver, Colo., May 16, 1922.

Chief Engineer to Director:

It is recommended that the above-described ~~contract~~ be ~~approved~~  
*deed* *accepted*  
and bond if any, approved.  
Inclosures listed on reverse.

(Signature.)

Washington, D. C., MAY 26 1922

~~Contract approved and bond, if any, approved by~~

*Deed* *accepted*

on MAY 26 1922

Morris Bien, Assistant Director, U.S.R.S.  
MAY 20 '22 38442

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas May 9 - 1922  
(Place.) (Date.)

Project Manager to Chief Engineer, through District Counsel.

Subject: Forwarding contract dated March 23 1922 for approval  
~~XXXX~~ ~~XXXX~~

With Lux Velarde et ux.

From

Estimated amount involved, \$ 100.00

Authority No. 6-Pd  
or Clearing Acct.

Accompanied by bond and 2 copies No bond.

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

Purpose: Payment for improvements on land acquired for Lower West  
Drain. (See quitclaim deed of same date as this contract, forwarded  
for acceptance with f.l.t. of even date herewith. See letter Dec. 13,  
1920. Chief Counsel to D.C. El Paso; subject: Contract Aug. 24, 1920.  
with Jos. C. McCarty, Conditions under which this payment is to be  
Advise Project Manager at El Paso Texas made are similar  
to those under Mc-  
Carty contract.)  
(Post office address.)  
District Counsel at El Paso Texas  
(Post office address.)

and Chief Engineer, Denver, Colorado

of the approval of the above, using extra copy hereof.  
execution  
acceptance

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 4 copies of this form letter.

Original and 3 copies of contract.

Original and 1 copy assent <sup>deed</sup> of Irrgn. District.

Original and 1 copy certificate of recommendation.

(Blueprints accompany quitclaim deed above referred to.)

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: May 16, 1922

It is recommended that the above-described contract be approved

and bond if any, approved.

Inclosures listed on reverse.

James M. M.

(Signature.)

Washington, D. C., MAY 26 1922

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

Deed <sup>accepted</sup>

on MAY 26 1922

Morris B. Assistant Director, U.S.R.S.  
MAY 26 1922 30411  
6-4533



DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT NEW MEXICO - TEXAS.

THIS AGREEMENT, made the 23d day of March,, nineteen hundred  
and twenty-two, in pursuance of the act of June 17, 1902 (32 Stat., 388), and  
acts amendatory thereof ~~and~~ supplementary thereto, between THE UNITED STATES OF AMERICA  
hereinafter styled the United States, by L. M. Lannon, Project Manager,

United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper  
supervisory officer of the United States Reclamation Service, and Luis Volarde and Ysidra Volarde, husband and wife,

hereinafter styled Contractor, their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~2. The Contractor will~~

2. For and in consideration of the benefits which the Contractor will derive by reason of the construction by the United States of the Rio Grande project, and the further consideration hereinafter mentioned in paragraph 9 hereof, the Contractor, for himself, his heirs, executors, administrators, successors, and assigns, does hereby forever release and discharge the United States and its successors and assigns from all liability for damages to certain improvements resulting from the construction, operation, and maintenance of canal or canals and other reclamation works upon a strip or parcel of land described as follows: In Dona Ana County, located approximately one-half mile northeast of the town of La Union, New Mexico, in the southeast quarter of the northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), northeast quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ), and the northwest quarter of the southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of section seventeen (17), township twenty-seven (27) south, range three (3) east, New Mexico principal meridian, and being also in the Refugio Colony Grant: beginning at a point on the northeasterly property line of the land of the Contractor, from which point the northwest corner of said section seventeen (17) bears north forty-one (41) degrees fifty-four (54) minutes eleven (11) seconds west three thousand four hundred eighty-one and two-tenths (3481.2) feet; thence along said property line south sixty (60) degrees

Correct as to Engineering Data

~~For and in consideration of the faithful performance of this contract, the Contractor shall be paid~~

..... No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 8737, Revised Statutes of the United States.

..... It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

~~13~~ No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written

THE UNITED STATES OF AMERICA,

**L. M. LARSON**

By.....  
**Project Manager**..... U. S. R. S.

Witnesses to marks of  
Luz Velarde and Yeldra  
Velardo:

GEO W ROADLEY  
LUISA VELARDE

**Luz Velarde** His X Mark  
..... Contractor.

~~\* BY~~ **Yeldra Velarde** Her X Mark  
.....

P.O. Address **Canutillo, Texas.**

† Approved: \_\_\_\_\_

(Date) \_\_\_\_\_, 19\_\_\_\_

\* See pars. 6 and 7, Instructions, over.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

6-6024



FOR VOUCHER

Contract with Juz Velarde  
Dated July 23-22  
Mailing address: Carmuelito H. Texas  
Canal: Lower W. Drain, Mesilla Valley  
~~Land in, etc.~~  
Improvements on land in, etc., 100

Less--

Cost of abstract of title . . . . . 0

Cost of extension of abstract. . . . . 0

Cost of title guaranty . . . . . 0

Recording of . . . . . 0

" " . . . . . 0

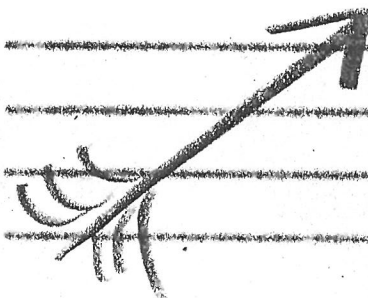
Taxes: . . . . . 0

Total deductions . . . . . 0

Net amount to be paid . . . . . 100

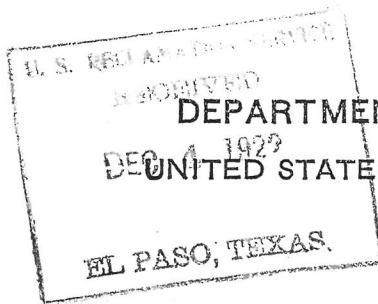
Note.- All of attached papers to be forwarded with voucher when  
voucher is transmitted for filing after payment.

All of attached papers to be returned for filing in  
office of District Counsel, El Paso.



Settlement held  
up pending  
adjustment of  
adsl. Compensation  
Claimed. See  
Deed for Hadley,  
Landowner now  
pulling at office  
of Dist.

Legal



Las Cruces, N.M.

Dec. 2, 1922.

From Mark B. Thompson, Attorney,  
To Project Manager, El Paso, Texas.  
Subject: Damages, claim of Luz Velarde, - Rio Grande Project:

1. Replying to your letter of November 27th, unless there are reasons not appearing in the record for the re-opening of the claim of Mr. Velarde, I can see no necessity for such action. I understand that the quit-claim deed was executed and is now a matter of record, and Mr. Velarde was apparently satisfied at that time, or he would not have signed it. I cannot see why the Service should be penalized for any change of opinion unless there has been a change of circumstances, which I cannot anticipate.

Attorney.

MBT-MMH.



El Paso, Texas, November 27, 1922

Project Manager

Mr. Mark Thompson, Attorney.

Damage Claim of Luz Velarde - Rio Grande Project

1. In connection with the Lower West Drain in the Mesilla Valley negotiations were entered into between the Reclamation Service and Luz Velarde for improvements on land required for the Lower West Drain. A quitclaim deed was executed for portions of land to which he had title under date of March 23, 1922 and filed for record on the first day of April following.
2. Surface improvements were appraised by Governor Evans for the District and Right of Way Agent Headley for the Service. An agreement was made with Mr. Velarde to be paid \$100 for improvements, this being considered payment in full for all damage to his property. A contract was entered into and this contract signed by Mr. Velarde was approved by the Director's office for May 26, 1922. On May 31st a voucher for the amount allowed by the contract was sent to Mr. Velarde, but it is understood that on the advice of Mr. Pearle Bailey Mr. Velarde refused to sign the voucher when received by him and applied to this office and that of the Elephant Butte Irrigation District for reopening the case.
3. I have never discussed the matter with District Counsel Dent who, I understand from others, expressed a willingness to reopen the case. However, this action should be based on some reasonable explanation since the Service holds quitclaim deed and executed contract which necessarily cannot be disregarded in transaction with the Government any more than in commercial operations.
4. Kindly let me have your views on the subject.

L. M. Lawson

CC to Pres. E. B. Irr. Dist.

El Paso, Texas, November 25, 1922

Memorandum to Project Manager  
(Chief Clerk)

1. With reference to the case of Luz Velarde, the re-opening of which has been requested by Mr. Velarde, quitclaim deed was executed by him for right of way for Lower West Drain across such portions of his land as he had title to under date of March 23, 1922, said deed being filed for record on the first day of April following. It is not practicable therefore to re-open the case on the basis of payment for right of way, as this would necessitate the re-deeding of the land affected back to Mr. Velarde and a new transfer negotiated providing for a consideration. Service improvements were investigated by Mr. Hoadley and Governor Evans at which time an agreement was reached with Mr. Velarde that he should be paid \$100.00 for the improvements, this being considered payment in full for all damages to Mr. Velarde's property including the taking of the right of way. A contract was entered into and this contract received the approval of the Washington office on May 26, 1922. On May 31st, a voucher for the amount provided by the contract, \$100.00, was sent to Mr. Velarde. On the advice, it is understood, of Mr. Pearl Bailey, Mr. Velarde refused to sign the voucher when received by him and applied both to this office and to that of the Elephant Butte Irrigation District for a re-opening of the case. In view of the fact that the right of way has been transferred by deed and a formal contract executed and approved by the Washington office for damages to surface improvements, it is not seen how a different consideration than that provided for by the contract can well be allowed to Velarde.

-----  
C. A. Peavey



OFFICERS

H. H. BROOK  
President and Manager

P. W. BARKER  
Secretary

N. I. REITER U. S.  
Chief Accountant

R. C. STOCKDALE  
County Agricultural  
Agent

AUGUST WOLF  
DIRECTOR SERVICE DEPARTMENT

ELEPHANT BUTTE  
IRRIGATION DISTRICT  
OF NEW MEXICO

INVESTED IN IRRIGATION WORKS \$6,530,000

TELEPHONE NO. 1

LAS CRUCES, N. M.

Nov. 22, 1922.

DIRECTORS

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

Mr. L. M. Lawson, Project Manager,  
U.S.R.S., Toltec Bldg.,  
El Paso, Tex.

Dear Mr. Lawson:

I do not recollect that I answered your letter of October 17th in regard to the claim of Luz Velarde asking whether <sup>the</sup> district would consent to a re-opening of this claim and a reappraisal. If I did not answer this, it was a part of our minutes, of which you received a copy, that the District did and would consider re-opening it at a recent meeting. I assume, however, that the matter of re-appraisement has been taken care of in the meantime.

Very truly yours,

*H. H. Brook*

President & Manager,  
Elephant Butte Irrigation  
District.

HNB:RJ

Subject: Claim of Las Velarde - Rio Grande Project

111-0

*Legal*

*Contract for  
Right of Way*

El Paso, Texas, October 17, 1922

Mr. H. H. Brook, President,  
Elephant Butte Irrigation District,  
Las Cruces, N.M.

Dear Mr. Brook, -

Mr. Pearl Bailey has visited the project office and personally recommended the re-opening of the Velarde claim, concerning which I wrote you on December 22nd. This office has not discussed the matter with Mr. Dent, but I am informed that previous to his leaving Mr. Bailey had obtained a statement from the District Counsel that there was no objection on the part of the United States to re-opening the claim. With the consent of the District this office will instruct the right of way agent to make re-appraisal and confer with you on settlement in view of the damages which have occurred to this small holding on account of the construction of the Lower West Drain.

Very truly yours,

L. M. Lawson  
Project Manager

CC to Right of Way Agent



Subject: Claim of Lax Velarde - Rio Grande Project

LML-c

2 102

El Paso, Texas, September 22, 1922

Mr. H. H. Brook, President,  
Elephant Butte Irrigation District,  
Las Cruces, New Mexico.

Dear Mr. Brook, -

Your letter of September 20th on the above subject advises me that Mr. Velarde is not satisfied with the allowance of \$100 for land improvements on 3.57 acres acquired for the construction of a drainage canal.

There appears to this office to be no method of re-opening this case.

Very truly yours,

L. M. Lawson  
Project Manager

OFFICERS

H. H. BROOK  
President and Manager  
P. W. BARKER  
Secretary  
N. I. REITER  
Chief Accountant  
R. C. STOCKDALE  
County Agricultural  
Agent

ELEPHANT BUTTE  
IRRIGATION DISTRICT  
OF NEW MEXICO

INVESTED IN IRRIGATION WORKS \$6,530,000

TELEPHONE NO. 1

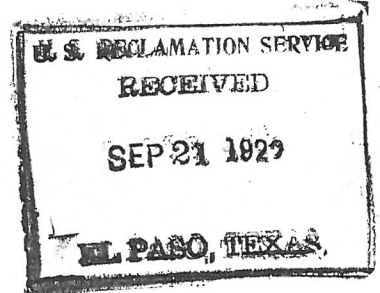
DIRECTORS

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

AUGUST WOLF  
DIRECTOR SERVICE DEPARTMENT

LAS CRUCES, N. M.

Sept. 20, 1922.



Mr. L. M. Lawson, Project Manager,  
U.S.R.S., Toltec Bldg.,  
El Paso, Tex.

Dear Sir:

On July 25th our board of directors voted to permit  
the re-opening of the Luz Velarde claim.

It seems that Mr. Hoadley agreed upon a compensation  
for excessive damage on account of drain canal construction  
of \$100.00 to be in addition to the usual credit. Our office  
had considerable correspondence with you in securing the pay-  
ment of this hundred dollars. After the voucher had been  
mailed to Mr. Velarde he decided that he was not satisfied  
with the allowance of a hundred dollars and wanted to re-open  
it, which our board did on motion of Mr. Reinburg. Copy of  
these minutes was sent to you and we are now writing to  
inquire what attitude the Reclamation Service desires to  
take.

Very truly yours,

*H. H. Brook*

President & Manager,  
Elephant Butte Irrigation District.

HHB:RLJ

*Total decrease around ap 3000  
Statutory (with after 1888) .37  
(not included in)  
Foot 3.6700  
Surface ring would ap. 10000*



2 2 2

El Paso, Texas, February 25, 1922

Mr. H. H. Brook, President,  
Elephant Butte Irrigation District,  
Las Cruces, New Mexico.

Dear Mr. Brook, -

In reply to your favor of February 10th with regard to the Luz Velarde's claim for damages account of the construction of the Lower West Drain, this is to advise that as we can find no record title to that part of his land upon which it was originally agreed to allow his claim for damages, a new contract will be drawn up for an adjoining tract.

As soon as the papers are ready same will be sent to Mr. Velarde for execution.

Very truly yours,

L. M. Lawson  
Project Manager

**OFFICERS**

H. H. BROOK  
President and Manager

P. W. BARKER  
Secretary

N. I. REITER  
Chief Accountant

R. C. STOCKDALE  
County Agricultural  
Agent

AUGUST WOLF  
DIRECTOR SERVICE DEPARTMENT

**ELEPHANT BUTTE  
IRRIGATION DISTRICT  
OF NEW MEXICO**

INVESTED IN IRRIGATION WORKS \$6,530,000

TELEPHONE No. 1

**LAS CRUCES, N. M.**

Feb. 10, 1922.

**DIRECTORS**

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

Mr. L. M. Lawson, Project Mgr.,  
% U. S. R. S., Toltec Bldg.,  
El Paso, Tex.

My dear Sir:

About a year ago this board approved damage claim for Mr. Luz Velarde on account of the drain canal making a nearly right angle turn on his property damaging him too far greater extent than is customary. He tells me that Mr. Hoadley agreed to give him a certain sum and that he was there on several occasions and that his request perfected the title but has now, for nearly a year, heard nothing of the claim.

Will you kindly look up Mr. Luz Velarde's claim and advise the status. These people need the money.

Very truly yours,

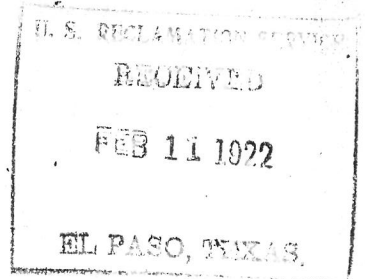
*H. H. Brook*

President & Manager,  
Elephant Butte Irrigation  
District.

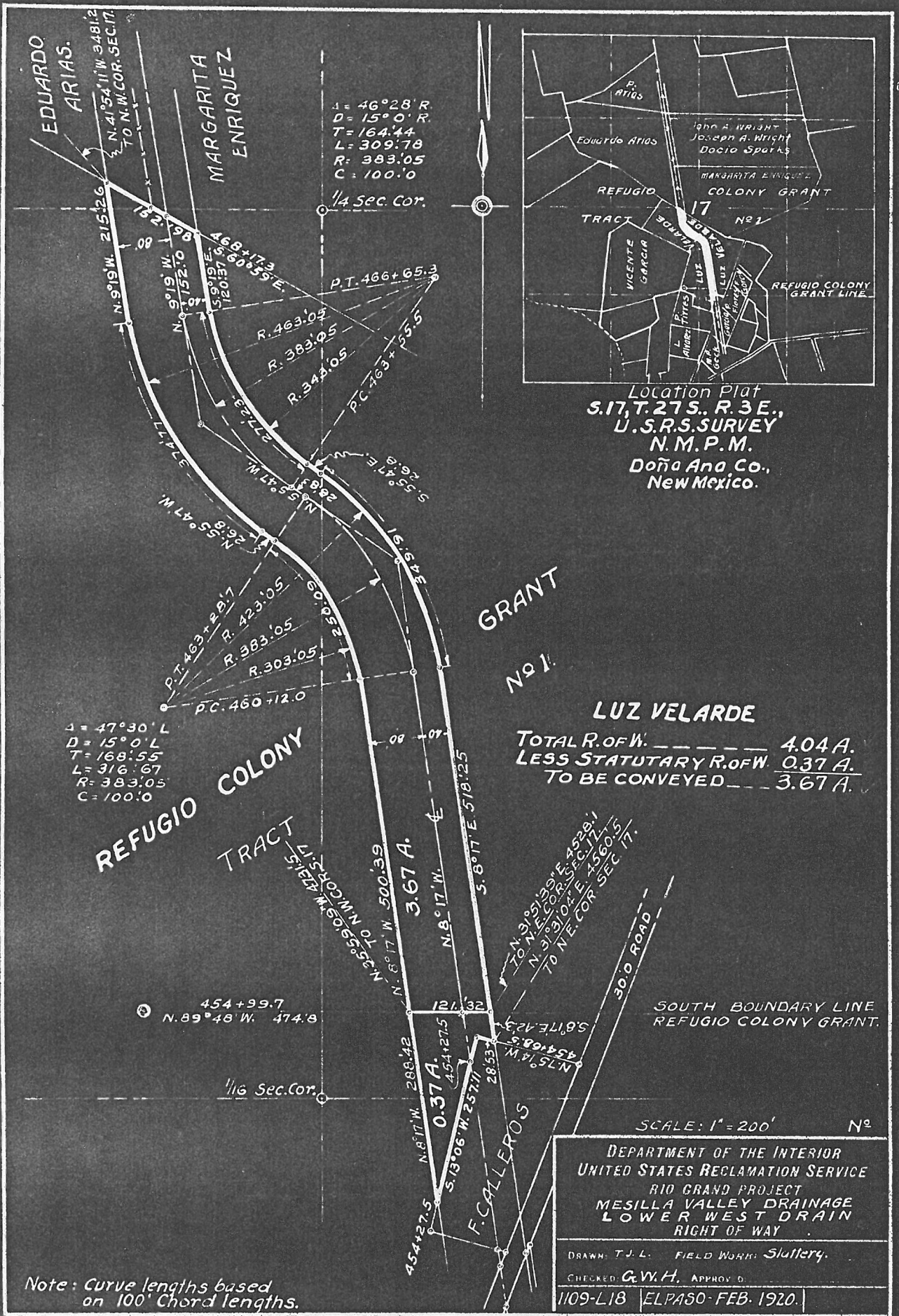
C/C to Luz Velarde,  
La Union, N. Mex.

HHB:RLJ

*Answered  
2/25/22  
AMH*







POSSESSORY CERTIFICATE.

Reclamation Service.

Rio Grande Project, El Paso, Texas,  
March 23, 1922.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Luz Velarde et ux. in the southeast quarter of the northwest quarter, northeast quarter of the southwest quarter, and northwest quarter of southeast quarter sec. 17, T. 27 S., R. 3 E., New Mexico principal meridian, Dona Ana County, New Mexico, for the Rio Grande project, and that the said proposed grantor was in actual, sole, and exclusive possession of the land proposed to be conveyed, claiming to be the owner, and no person claiming a right in such land adverse to the grantors is in possession of any part of it.

---

GEO W HOADLEY

Assistant Engineer.



Certificate as to Title.

I HEREBY CERTIFY, With reference to the following described land:

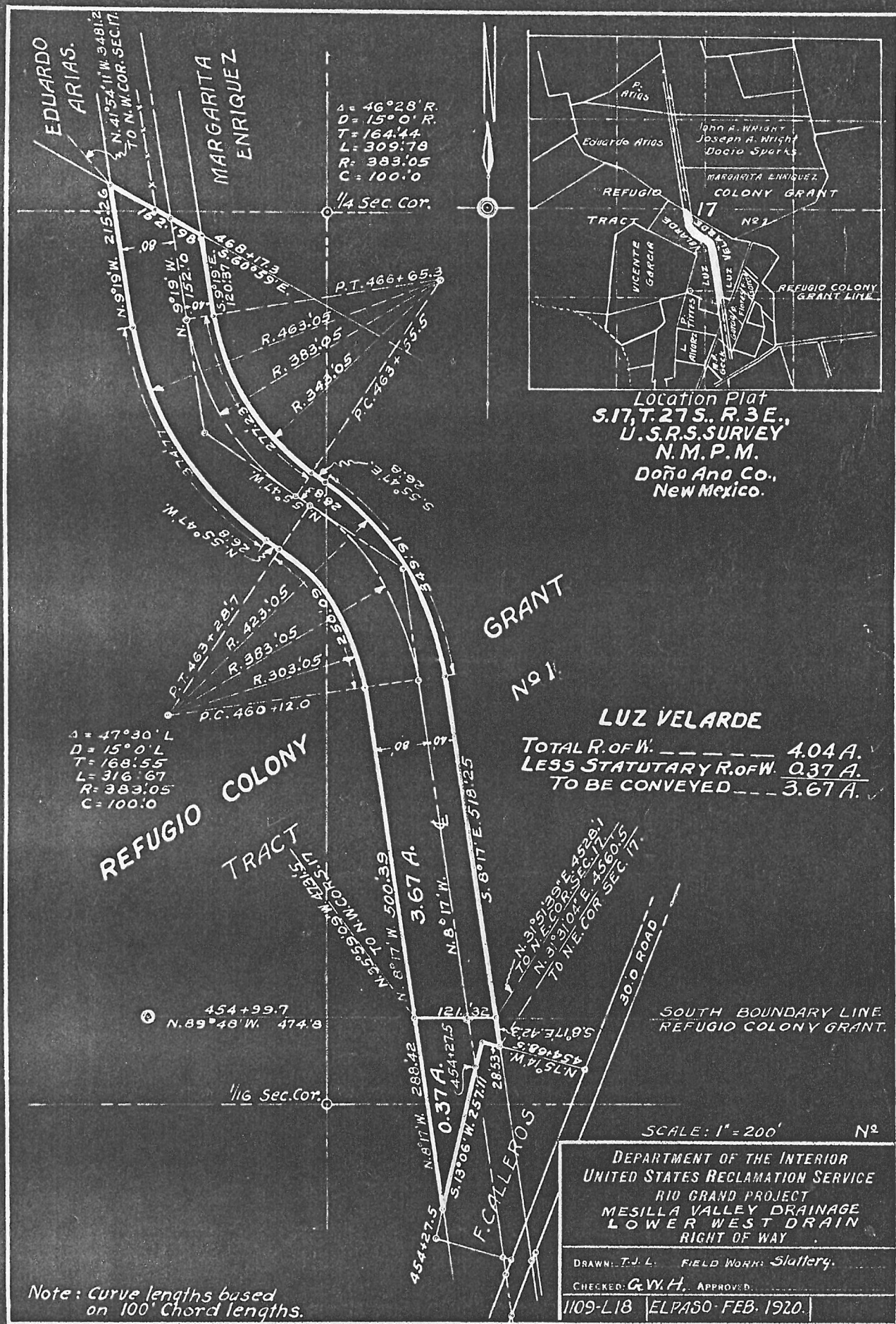
A tract of land containing 3.67 acres, more or less, in the southeast quarter of the northwest quarter, northeast quarter of the southwest quarter, and northwest quarter of southeast quarter sec. 17, T. 27 S., R. 3 E., New Mexico principal meridian, Dona Ana County, New Mexico, and more particularly described in quitclaim deed dated March 23, 1922, running from Luz Velarde et ux. to the United States of America,--

That the land is not occupied adversely to the reputed owners; that my examination of the tax and title records of the said Dona Ana County indicates that the said grantors, who are the reputed owners, are the actual owners; and that there are no unsatisfied mortgages or other liens existing against the said land.

El Paso, Texas,  
March 23, 1922.

C F HARVEY

Clerk.





Certificate of Recommendation.

I HEREBY CERTIFY That the land described in the agreement dated March 23, 1922, with Luz Velarde et ux. is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the lower west drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$100, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,

March 23, 1922.

L M LAWSON

Project Manager.

El Paso, Texas, March 23, 1922.

County Clerk for Dona Ana County,

Las Cruces, N. Mex.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated March 23, 1922, running from Euz Velarde et ux. to the United States.

Very truly yours,

incl.

P W DENT

District Counsel.



CANAL Lower West Main COUNTY Dona Ana

1. Mailing address of each party Luz Velarde / Jose Velarde  
Camutillo Texas

2. Personal status of each party (married, single, widow or widower): married

3. List of improvements (state, as by itemized bill, how total consideration was fixed):

10 Pear Trees @ 10<sup>00</sup> 100-

4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "lienor", and if lienor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:

No liens

5. State whether or not land is homestead property no

6. Survey number of tract (if not embodied in land description):  
If no survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):  
Acreage \_\_\_\_\_: Assessed at \$ \_\_\_\_\_.

other available information \_\_\_\_\_.

7. Grantor will order title guaranty.

Grantor agrees that Service may order title guaranty and make deduction therefor.

Grantor will order Abstract of title.

Grantor agrees that Service may order Abstract of title and make deduction therefor.

Grantor states that taxes are paid to date.

Grantor will pay taxes now unpaid.

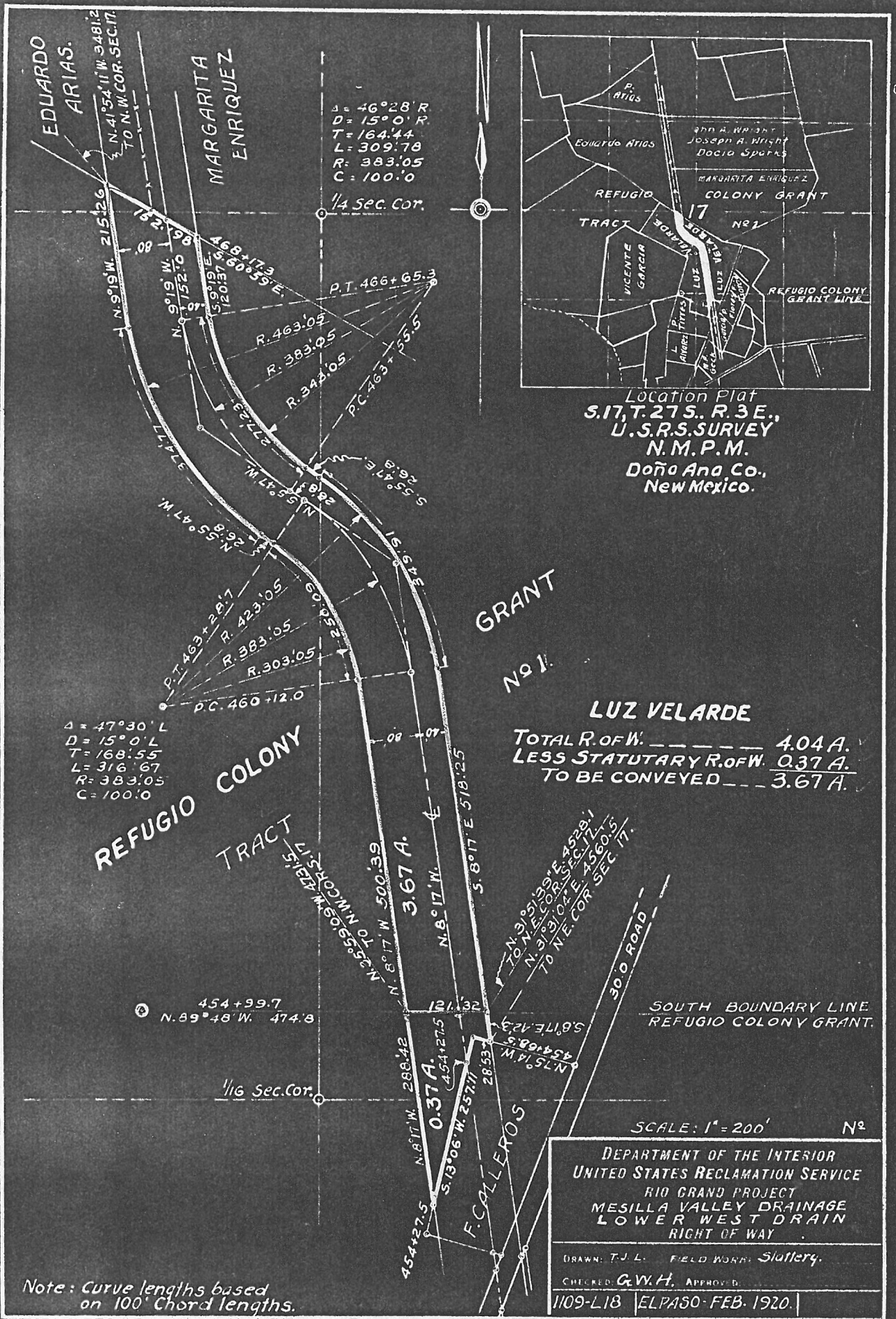
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.

Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the lienor).

Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.

8. Cost of structures to be built by Service.

none



10 amt  
Front  
@ 100

Corrected to Engineering Data

Lower West Drain  
Mesilla Valley  
Refugio Colony Grant  
Luz Velarde

A tract of land approximately one-half mile Northeast of the Town of Lahunia, N.M. in the S.E.  $\frac{1}{4}$  NW  $\frac{1}{4}$ , NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ , and the NW  $\frac{1}{4}$  S.E.  $\frac{1}{4}$  Section 17 T27 S R3E. N.M.P.M.

~~U.S. Reclamation Service Survey~~ being also in the Refugio Colony Grant;

Beginning at a point on the Northeastly property line of the <sup>corner</sup> grant from which point the N.W. cor of said section 17 bears N  $41^{\circ}54'11''$  W 348.2'; thence along said property line S  $60^{\circ}59'E$  152.98'; thence S  $9^{\circ}19'E$  120.37'; thence to the left along a 343.05' radius curve 277.23'; thence S  $55^{\circ}47'E$  26.8'; thence to the right along a 423.05' radius curve 349.19'; thence S  $8^{\circ}17'E$  518.25' to a point on the South Boundary line of the Refugio Colony Grant, from which <sup>last mentioned</sup> point the N.E. cor <sup>of said</sup> sec 17 bears N  $31^{\circ}51'39''E$  4528.1 thence along said south boundary line of Refugio Colony Grant N  $89^{\circ}48'W$  121.32' to a point from which North west <sup>of said</sup> cor sec 17 bears N  $35^{\circ}59'09''W$  4731.5; Thence N  $8^{\circ}17'W$  500.39'; thence to the left along a 303.05' radius curve 250.09'; thence N  $55^{\circ}47'W$  26.8'; thence to the