



WATER-RIGHT DOCKET

Salinas Pueblo Missions National Monument

Docket No: 1

GRAN QUIVIRA WELL

Land History

06-02-1960: memorandum to regional director from assistant chief of lands regarding form nps-l-1

*Put this
memo and
attachment in
letter file
GRAN QUIVIRA*

11425-081

*WRldg
S
UAB*

June 2, 1960

Memorandum

To: Regional Director, Region Three

From: Assistant Chief of Lands

Subject: Form NPS-L-1 Relating to Rights Acquired in Jack L. Kite Property Outside Gran Quivira National Monument, including License to Drill and a 3-year Option

The Attorney General in a final title opinion dated January 15, 1960, (two process copies attached) declared the title evidence disclosed a valid title vested in the United States to easements for a water well, a pipe line, a power line, and an access road conveyed to the United States by the easement deed dated November 5, 1939, from Jack L. Kite and Louise P. Kite, his wife, and purchased with \$2,500 of water rights funds. The easements encumbered the Kites' property from the southern boundary of Gran Quivira National Monument southwestward for about a half mile to a 1.012-acre fenced square surrounding a well. The deed was accepted on behalf of the United States by the Assistant Director, January 15, 1960, subject to certain easements found administratively acceptable.

The documents pertaining to the acquisition have been placed in a National Park Service assembly and designated Gran Quivira Deed No. 4 (no Federal acres). Also included in the assembly is a license to drill a water well and option to purchase, NPS Contract No. 14-10-0100-1051 executed July 11, 1958, by Jack L. Kite and Louise P. Kite, and approved September 23, 1958. In consideration of \$1,000 paid from water rights funds the grantors gave the United States permission to drill a well. The license is for a 3-year period presumably from the date July 11, 1958 to July 11, 1961. The instrument also contained an option provision which the United States exercised in purchasing the easements conveyed by the said easement deed from the Kites dated November 5, 1939.

Please have entered upon the Forms NPS-L-1 any pertinent data not presently shown, return the original to this office and retain two copies in the field.

SIGNED

Harry K. Sanders
Assistant Chief of Lands

In duplicate

Copy to: Mr. Dunn
Mr. Smith (deed file)
Lands
CRWSmith:ip

Form 10-121(L-1)
(April 1959)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICEState - New Mexico -

LAND OWNERSHIP RECORD

Tract No. Outside Boundary -County - Socorro -Deed No. 4 -

Civil Subdivision -

(Permanent Easement)

Area - none - acres

Gran Quivira National Monument

Name of Park or Area

Area based on survey of William E. Fields - Date About 1/2 mile SW of Monument -

Section of Park or Area

Legal Description:

Well, water line, power line and road easement

EASEMENT DEED: That for the consideration of Twenty-Five Hundred Dollars (\$2,500.00) the grantors herein do hereby grant to the United States of America and its assigns, with warranty covenants, a permanent easement across the real property hereinafter described. The purpose of the easement will be to maintain a well, a fenced area in square form 210 feet square around the well, and for the installation of a pipe line and power line leading from the well in a general northeasterly direction to the south boundary of Gran Quivira National Monument, Socorro County, New Mexico, including necessary ingress and egress to install, maintain and repair the pipe line and power line; (over)

Method of Acquisition: Purchase-Contract 14-10-0100-1051 Appropriation or Source of funds: Water Rights
Cost (if purchased) or estimated value: \$2,500.00* Acquired from: Jack L. Kite and Louise F. Kite, his wife, by easement deed dated November 5, 1959. Recorded November 5, 1959, in Vol. 208, page 195-198.Accepted by W. H. (H) (H) Opinion of Att'y. Gen.-title in U. S. (H) date: January 15, 1960
Assistant Director

Physical Characteristics:

*License (Contract #14-10-0100-1051) to drill well, consideration \$1,000
July 11, 1958. Approved September 23, 1958 by Assistant Director

Improvements on Land at time of Acquisition:

Existing or outstanding special use permits, reservations, rights, or rights of way:

Report Based on: Easement deed and related papersPrepared by: I. Pencke (in part) date: May 1960Map References: Land Status Atlas Sheet 2
William E. Field Plat NW-66-7104

Remarks:

also, an access road from the public highway between Sections 3 and 4, T. 1 S., R. 8 E., leading to the site of the well as located. The pipe line will be installed at least three feet below the surface of the ground.

The description of the property subject to this easement in Socorro County, State of New Mexico is as follows:

Location of the well: In the Northwest quarter of the Northeast quarter of the Southwest quarter of Section Four (NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 4), Township One South, Range Eight East, New Mexico Principal Meridian, whence the quarter corner common to Sections Four and Nine (4 and 9) in Township One South, Range Eight East, bears South 25°36' East a distance of 2427.60 feet.

The description of the fenced area in square form 210 feet square around the well is as follows:

Beginning at Corner No. 1 which is the NW corner of the herein-described tract, whence the center of the well casing bears South 45°00' East, 75 feet; thence East 210 feet to Corner No. 2 which is the NE corner of the tract; thence South 210 feet to Corner No. 3 which is the SE corner; thence West 210 feet to Corner No. 4 which is the SW corner of the tract; thence North 210 feet to Corner No. 1 which is the point and place of beginning. Containing 1.012 acres more or less. The description of the center line of the easement for the pipe line and power line from the well to the south boundary of Gran Quivira National Monument is as follows:

Beginning at the center of the casing of said well; thence North 71°10' East a distance of 2040.90 feet to a point; thence North 33°50' East a distance of 1432.55 feet to a point on the east line of Section Four (4), whence the quarter corner common to Sections Four and Three (4 and 3), Township One South, Range Eight East bears South 0°00' East, 1113.7 feet; thence within Section Three (3), North 33°50' East a distance of 206.15 feet to a point; thence North 54°27' East a distance of 244.20 feet to a point of intersection with the south boundary line of the Gran Quivira National Monument; said point being North 85°47' East, 365.26 feet from the intersection of the west section line of Section Three (3) and the south boundary line of the Monument.

The description of the access road from the public highway between Sections Three and Four (3 and 4), Township One South, Range Eight East, leading to the site of the well is parallel to the center line of the easement for the pipe line and power line as described above.

The width of the above-described easement for pipe line and power line and the above-described easement for access road shall be twenty feet on each side of the above-described center line for the pipe line and power line. Easements for pipe line, power line and access road shall be construed as one easement forty feet in width.

The grantors herein covenant that for themselves, their heirs and assigns, that they will not drill or permit the drilling of any water well within a radius of 1,000 feet from the center of the casing of said well as herein described.

The interests in real property herein granted shall not be construed to grant to the United States of America the right to fence the above-described easements for pipe line, power line and access road, but shall be construed to grant to the United States of America the right to fence the above-described square form area 210 feet square. The grantors herein shall have the right to use the area of the pipe line, power line and access road easements for all purposes not inconsistent with the rights and privileges of the United States of America to construct, operate and maintain said easements as herein granted. The grantors relinquish all rights to occupy and use the above-described square form area 210 feet square for any and all purposes whatever, for so long as the United States of America occupies said area for the purposes herein granted.

LICENSE TO DRILL A WATER WELL AND OPTION TO PURCHASE:

The undersigned grantors, Jack L. Kite and Louise P. Kite, husband and wife, in consideration of the sum of \$1,000.00, the receipt of which is hereby acknowledged, do hereby grant to the United States of America and its assigns, permission, authority, and license to drill a water well on real property owned by the undersigned grantors and described as follows:

S $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ Sec. 4, T. 1 S., R. 8 E., Socorro County, New Mexico, excepting that portion of the SW $\frac{1}{4}$ Sec. 4 now covered by an agreement with the Department of Agriculture under the Soil Bank Act of 1956.

It is understood that the grantee, United States of America, may, in an effort to complete one water well within the above-described tracts, drill not to exceed three holes in succession and upon the abandonment of any hole or holes drilled will effectively plug the hole or holes and restore the surface to a condition as near as reasonably possible to its previous condition.

It is further understood that the United States of America may remove any well casings which may be placed during the drilling operations. The well will be used for a water supply at Gran Quivira National Monument.

This license is for a period of three years from the date of this instrument.

OPTION PROVISIONS

As further consideration for the payment of the sum aforesaid, there is hereby given to the United States of America and its assigns the right, power, and option, at any time within a period of three years from and after the date hereof, to purchase the following described property interests:

1. A permanent easement to maintain and operate a water well within the portions of Section 4, Township 1 South, Range 8 East, as described in the license portion of this instrument, the exact location of the well to be determined as the result of the drilling operations authorized by this instrument.

2. A permanent easement for a water pipe line from the above-mentioned well, crossing Sections 3 and 4, T. 1 S., R. 8 E., in the direction of the headquarters area of Gran Quivira National Monument, together with the right of ingress and egress for the purpose of laying, maintaining or replacing the said pipe line. It is contemplated that the said pipe line shall be buried in the ground to a depth of at least two feet.

3. A permanent easement for a power line to supply power for pumping at the site of the contemplated well, to follow a course and bearing generally parallel to that of the above-described pipe line and near thereto.

4. A permanent easement for an access road from the public highway between Sections 3 and 4, T. 1 S., R. 8 E., leading to the site of the well as finally located. The point of departure from the existing public road and the route to the well will be mutually determined by the Superintendent, Gran Quivira National Monument, and the vendors.

5. A permanent easement to fence and maintain an area 210' x 210' in square form containing approximately 1.0123 acres of

land more or less. In addition the United States shall have the right to construct and maintain a pump house, store pipe or other equipment inside the fenced area that may be needed for the care, operation and maintenance of the well.

6. A covenant running with the land under which the vendors will bind themselves, their heirs and assigns, not to drill or permit the drilling of any water well within a radius of 1,000 feet from the well as finally located.

The price at which the above described property interests will be sold to the United States shall be \$2,500.00

The vendors represent that, at the date of this instrument, they are the owners in fee simple of the following described lands:

S¹/₄ Sec. 3, S¹/₄ Sec. 4, T 1 S. R. 8 E. N.M.P.M. They further represent that the title to said lands is clear, free and unencumbered, except:

1. A portion of Section 4 is covered by an agreement with the Department of Agriculture under the Soil Bank Act of 1956.

2. A right-of-way for a State or County Road between Sections 3 and 4, T 1 S. R 8 E, N.M.P.M. In addition there is an easement for the Central New Mexico Electric Company power line between Sections 3 and 4. The vendors cannot have the right-of-way for the road or the easement for the power line released.

3. United States Department of Agriculture, Farmers Home Administration, Real Estate Mortgage of June 18, 1954 in the amount of \$14,000, and recorded in Vol. 167 Pages 375-381 of the records of Socorro County, New Mexico.

4. United States Department of Agriculture, Farmers Home Administration Correction Mortgage in the amount of \$14,000, dated July 13, 1955 and recorded in Book 99, Page 320 of the records of Torrance County, New Mexico (Socorro County recording data not available).

5. United States Department of Agriculture, Farmers Home Administration, Real Estate Mortgage in the amount of \$14,051.17 dated May 7, 1956. Recorded in Book 100, Pages 277, Torrance County and in Vol. 185 of Mortgages Pages 451-452 of the Records of Socorro County, New Mexico.

The vendors agree to have a partial release of the above mentioned mortgages in order to have the full right, power and authority to convey to the United States of America a good title to the property interests covered by this option.

Region Three
Santa Fe, New Mexico
JAN 29 1959

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MB

Memorandum

To: Chief, Western Office of Design and Construction
From: Regional Chief of Operations
Subject: Proposed Easement on the Kite Property, Gran Quivira

On January 28 Construction Representative Hall of your office called and stated that the well at Gran Quivira National Monument would be completed with the exception of clean up by January 31. He talked to the Assistant Contracting Officer and neglected to give us the results of the pump tests. However, since he requested the closing of the contract, we assume that the well has sufficient quantity and quality for our purposes, and we should proceed with the development.

The next step in this project is the completion of the second part of our contract. The man with whom we have the contract is a Mr. Jack Kite of Gran Quivira. He is willing to sign immediately. However, there is a mortgage on his property held by Farmers Home Administration. They have consented to give a partial release of this mortgage as soon as we give them a description of the needed easement and other pertinent data. After talking with Farmers Home Administration, we are convinced that this contract should be closed with the least amount of delay.

Attached to this memorandum are copies of the map of the area at Gran Quivira prepared by this office under the supervision of Regional Engineer Phil Wohlbrandt. Station 0+00 was the proposed location of the well. The red circle, as now placed on the map, is the approximate location of the well as actually drilled. The original proposed pipeline was laid out by Mr. Wohlbrandt as the best feasible place for the installation of the pipe. In order to facilitate the signing of this contract so that no legal difficulties may be encountered, we recommend that you authorize us to run a new line from the well site tying into the stakes of the proposed pipeline as shown by the red line on the map, and that this described line from

the well to the Monument boundary be used as the final location of the pipeline. Your early consideration of this request will be appreciated as this matter is of extreme urgency.

SIGNED

David H. Canfield
Regional Chief of Operations

Attachment

Copy to: Director (2) with copy of map ✓
Supt., Gran Quivira

REPORT ON POSSESSORY RIGHTS
CERTIFICATE OF INSPECTION
AND POSSESSION

I, John E. Kell, Regional Chief of Lands, an employee of National Park Service, of the Department of the Interior, hereby certify that on the 6th day of November 1959, I made a personal examination and inspection of the easement being acquired in the County of Socorro, State of New Mexico, to be acquired by the United States of America in connection with the maintenance of a well and installation of a pipe line and power line leading across the Jack L. Kite property to the south boundary of Gran Quivira National Monument.

1. That I am fully informed as to the boundaries, lines and corners of said Section 3 and 4, Township 1 South, Range 8 East, New Mexico Principal Meridian; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with making of any repairs or improvements on said land, except in connection with the drilling of a water well under Contract No. 14-10-333-437 by the National Park Service. This well was completed January 30, 1959 and final payment was made February 17, 1959. I have made careful inquiry of the above-described vendors of said land and ascertained that nothing had been done on or about said premises since the completion of the water well that would entitle any person to a lien upon said premises for work or labor performed or materials furnished. I have also checked the lien records of Socorro County from January 1955 to November 5, 1955 and found no outstanding mechanic's liens or encumbrance of records against the Kites.

2. That I also made inquiry of the above named vendors and of all occupants of said land as to their rights of possession and the rights of possession of any person or persons known to them and neither found any person had any rights of possession adverse to the easement for a well, pipe line and power line purpose obtained by the United States from said vendors.

3. That I was informed by the above-named vendors that there are no occupants and to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises, except a portion of Section 4 covered by an agreement with the Department of Agriculture under the Soil Bank Act of 1956. The pipeline does not traverse this land. In addition there is an outstanding mortgage to the United States Department of Agriculture, Farmers Home Administration. Vendors have obtained a partial release of mortgage, subordination of Mortgage lien, covering parts of Sections 3 and 4 signed by Walter W. Nations, State Director, Farmers Home Administration, U. S. Department of Agriculture and recorded in Volume 208 of Misc. Rec., Pages 234 and 235 of the records of Socorro County, New Mexico.

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agricultural, manufacturing, or other purposes nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas or other minerals on said land; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of the said premises nor any outstanding right, title, interest, lien or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That said premises are now wholly unoccupied and vacant except for the occupancy of the vendors from whom said easement in favor of the United States of America has been obtained and recorded November 5, Volume 208, Miscellaneous Records, Pages 195-198, Socorro County.

7. There are no easements for roads, highways and public utilities on this property except a right-of-way for a State or County road between Sections 3 and 4, Township 1 South, Range 8 East, and an easement for the Central New Mexico Electric Company power line between Sections 3 and 4. The vendors cannot have the right-of-way for the road nor easement for the power line released, nor will the existence of the road and power line interfere with the contemplated use of the land. In the search I found no record of mechanic's liens or other liens. The taxes for Sections 3 and 4 have been paid by Mr. Kite on November 19, 1959, Socorro County tax receipt 15607 for Section 4 and Socorro County tax receipt 15608 for Section 3.

/s/ J. E. Kell

John E. Kell
Regional Chief of Lands

Date: December 17, 1959

Policy 50-51-2M Only - 11

Lawyers Title Insurance Corporation

Richmond, Virginia

OWNER'S TITLE INSURANCE POLICY

TI-30,084 pn
NUMBER

AMOUNT

\$ 2,500.00

Y 275679

Lawyers Title Insurance Corporation, for valuable consideration,
does hereby insure

THE UNITED STATES OF AMERICA

against all loss or damage which the party insured shall sustain by reason of defects in the title of said United States of America to the real estate or interest therein described in Schedule A or by reason of liens or encumbrances affecting the title, at the date hereof, excepting only such defects, liens, encumbrances and other matters as are set forth in Schedule B below:

The total liability of this Company under this policy is limited to

TWO THOUSAND FIVE HUNDRED-----Dollars

This policy is subject to the conditions hereinbelow set forth, which conditions, together with Schedules A and B, are made a part of this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This policy is effective as of the 19th day of NOVEMBER, 19 59, at 4:00 P.M.



Lawyers Title Insurance Corporation

Joseph F. Haeg
President.

Attest:

Wm. N. Baker
Secretary.

Issued at Albuquerque, N.M.
Countersigned:
NEW MEXICO TITLE COMPANY

Authorized Officer or Agent

The description of the property subject to this easement in Socorro County, State of New Mexico is as follows:

Location of the well: In the Northwest quarter of the Northeast quarter of the Southwest quarter of Section Four (NW¹NE¹SW⁴, Sec. 4), Township One South, Range Eight East, New Mexico Principal Meridian, whence the quarter corner common to Sections Four and Nine (4 and 9) in Township One South, Range Eight East, bears South 29°36' East a distance of 2427.60 feet.

The description of the fenced area in square form 210 feet square around the well is as follows:

Beginning at Corner No. 1 which is the NW corner of the herein-described tract, whence the center of the well casing bears South 45°00' East, 75 feet; thence East 210 feet to corner No. 2 which is the NE corner of the tract; thence South 210 feet to Corner No. 3 which is the SE corner; thence West 210 feet to Corner No. 4 which is the SW corner of the tract; thence North 210 feet to Corner No. 1 which is the point and place of beginning. Containing 1.012 acres more or less.

The description of the center line of the easement for the pipe line and power line from the well to the south boundary of Gran Quivira National Monument is as follows:

Beginning at the center of the casing of said well; thence North 71°10' East a distance of 2840.90 feet to a point; thence North 53°50' East a distance of 1432.55 feet to a point on the east line of Section Four, (4), whence the quarter corner common to Sections Four and Three (4 and 3), Township One South, Range Eight East bears South 0°02' East, 1113.7 feet; thence within Section Three (3), North 53°50' East a distance of 206.15 feet to a point; thence North 54°27' East a distance of 244.20 feet to a point of intersection with the south boundary line of the Gran Quivira National Monument; said point being North 89°47' East, 365.26 feet from the intersection of the west section line of Section Three (3) and the south boundary line of the Monument.

The description of the access road from the public highway between Sections Three and four (3 and 4), Township One South, Range Eight East, leading to the site of the well is parallel to the center line of the easement for the pipe line and power line as described above.

The width of the above-described easement for pipe line and power line and the above-described easement for access road shall be twenty feet on each side of the above-described center line for the pipe line and power line. Easements for pipe line, power line and access road shall be construed as one easement forty feet in width.

COPY

COPY

SCHEDULE A

1. The title, estate or interest insured by this policy:

Easement rights as set forth in that certain instrument recorded in Book of Misc. Record No. 208, page 195-98, records Socorro County, New Mexico.

2. Description of the real estate with respect to which this policy is issued:

SCHEDULE B

Defects, liens, encumbrances and other matters excepted from this policy and against which this Company does not insure:

General Exceptions:

1. *Governmental Powers.*—Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:
 - a. Consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulations;
 - b. Consequences of any law, ordinance or governmental regulation, now or hereafter in force (including building and zoning ordinances), limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property.
2. *Matters Not of Record.*—The following matters which are not of record at the date of this policy are not insured against:
 - a. Rights or claims of parties in possession not shown of record;
 - b. Questions of survey;
 - c. Mechanics' liens where no notice thereof appears of record;
 - d. Defects, liens or encumbrances created subsequent to the date hereof.
3. *Refusal to Purchase.*—This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

SCHEDULE B—Continued

Special Exceptions:

1. Taxes for the year 1960 and subsequent years.

Conditions**NOTICE OF ACTIONS**

1. If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within sixty days after notice of such action or proceeding or defense has been received by the Attorney General; and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the rights of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party of such action or proceeding be neither served with summons therein or have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

NOTICE OF WRITS

2. In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest insured said party shall notify this Company thereof in writing within sixty days from the date of such knowledge; and upon a failure so to do, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

DEFENSE OF CLAIMS

3. This Company agrees, but only at the election and request of the Attorney General of the United States, to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures, provided, however, that the request to defend is given within sufficient time to permit the Company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and the Attorney General elects to defend at the Government's expense, the Company shall upon request cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue, but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

COMPROMISE OF ADVERSE CLAIMS

4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge, it shall be liable for the payment of the full amount paid.

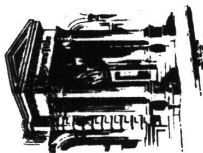
STATEMENT OF LOSS

5. A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within sixty days after said party has notice of such loss or damage; and no right of action shall accrue under this policy under thirty days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of thirty days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

POLICY REDUCED BY PAYMENTS OF LOSS

6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

Policy of Title Insurance



Lawyers Title
Insurance Corporation
Home Office
Richmond, Virginia

Lawyers Title Insurance Corporation

HOME OFFICE, RICHMOND, VIRGINIA

JOSEPH F. HALL, *President*

GEORGE C. RAWLINGS
Executive Vice-President

R. W. JORDAN, JR., *Title Officer*

BRANCH OFFICES

ATLANTA, GA.
BIRMINGHAM, ALA.
CAMDEN, N. J.
CINCINNATI, OHIO
CLEVELAND, OHIO
COLUMBUS, OHIO

DALLAS, TEXAS
DAYTON, OHIO
DETROIT, MICH.
MIAMI, FLA.
NEWARK, N. J.
NEW ORLEANS, LA.

NEW YORK, N. Y.
PITTSBURGH, PA.
WASHINGTON, D. C.
WILMINGTON, DEL.
WINSTON-SALEM, N. C.
WINTER HAVEN, FLA.

Form OGC-11
(4-17-59)UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATIONSUBORDINATION OF MORTGAGE LIEN

KNOW ALL MEN BY THESE PRESENTS, That

The United States of America (hereinafter called the "Government")
as owner and holder of (a) real estate mortgage(s) recorded in theof the County Clerk in and for Socorro County,State of New Mexico and more fully described as follows:

	<u>Mortgagor</u>	<u>Date Executed</u>	<u>Amount</u>	<u>Book</u>	<u>Page</u>
1.	Jack L. Kite aka Lois Kite and Louis Kite aka Louise Kite aka Louise P. Kite aka Lou Permelia Kite, his wife	May 20, 1954	\$14,000.00	167	375-381
2.	Same people	July 13, 1955	\$14,000.00	171	388-394
3.	Same	May 7, 1956	\$14,051.17	185	451-452

for a good and valuable consideration, does by these presents give its
consent to the Mortgagor to execute to United States of America through National Park
(hereinafter called the "Lessee") the following described instrument: ServiceTitle: Easement Deed Date: XXXXXXXXXX

Property covered by the instrument:

An easement for a water well located in the Northwest Quarter of the Northeast
Quarter of the Southwest Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 4, Township 1 South,
Range 8 East, and an Easement for a pipe line, power line, and an access road
across Sections 3 and 4, Township 1 South, Range 8 East as more particularly
described in the Easement Deed of record in Book 208, Page 195-198 in the
Office of the County Clerk, Socorro County, New Mexico.The Government further agrees to and does hereby subordinate the
lien(s) of its mortgage(s) to the rights of the Lessee, his assigns and
successors under the above described instrument:This Subordination Agreement shall remain in full force and effect
until the rights of the Government in and to the premises shall have been
released of record and the Lessee notified thereof, or until the rights of

Form OGC-11
(4-17-59)

-2-

the Lessee shall have been released of record and the Government notified thereof. Upon the occurrence of either of these events, this Subordination Agreement shall terminate and be of no further force and effect.

No members of or Delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise thereupon.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed and delivered by me the 9th day of November, 1959, pursuant to the delegation of authority published in the Federal Register for March 20, 1959 (24 F.R. 2103), and in 6 Code of Federal Regulations, §372.1 (g) and §372.5 (b).

State of New Mexico)
Socorro County) ss

UNITED STATES OF AMERICA

This instrument of writing was
filed for record at 8:00 o'clock a.m. By
on Nov. 12, 1959 of Misc. Rec. Page
234-235
/s/ Julius Fraissvet
County Clerk

/s/ Walter W. Nations
State Director
Farmers Home Administration
U. S. Department of Agriculture

ACKNOWLEDGMENT

STATE OF New Mexico)
COUNTY OF Bernalillo) ss

On this 9th day of November, 1959, before me
the undersigned, a Notary Public, in and for the County and State aforesaid,
personally appeared Walter W. Nations to me well known

to be the State Director, Farmers Home Administration,
United States Department of Agriculture, and the person whose name is sub-
scribed to the foregoing subordination agreement, and he acknowledged to me
that, being duly authorized so to do, he signed, executed and delivered the
same on the day and year therein mentioned as his free and voluntary act and
deed, and as the free and voluntary act and deed of the United States of
America, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and seal, this the day
and year last above written.

Eleanor R. Maher

Notary Public

(SEAL)

My Commission Expires:

Dec. 13, 1961

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS EASEMENT DEED made this 5 day of November, 1959, by and between Jack L. Kite and Louise P. Kite, husband and wife, as grantors and the United States of America and its assigns, grantees.

WITNESSETH:

That for the consideration of Twenty-Five Hundred Dollars (\$2,500.00) the grantors herein do hereby grant to the United States of America and its assigns, with warranty covenants, a permanent easement across the real property hereinafter described. The purpose of the easement will be to maintain a well, a fenced area in square form 210 feet square around the well, and for the installation of a pipe line and power line leading from the well in a general northeasterly direction to the south boundary of Gran Quivira National Monument, Socorro County, New Mexico, including necessary ingress and egress to install, maintain and repair the pipe line and power line; also, an access road from the public highway between Sections 3 and 4, T. 1 S., R. 8 E., leading to the site of the well as located. The pipe line will be installed at least three feet below the surface of the ground.

The description of the property subject to this easement in Socorro County, State of New Mexico is as follows:

Location of the well: In the Northwest quarter of the Northeast quarter of the Southwest quarter of Section Four (NW⁴NE⁴SW⁴, Sec. 4), Township One South, Range Eight East, New Mexico Principal Meridian, whence the quarter corner common to Sections Four and Nine(4 and 9) in Township One South, Range Eight East, bears South 29°36' East a distance of 2427.60 feet.

The description of the fenced area in square form 210 feet square around the well is as follows:

Beginning at Corner No. 1 which is the NW corner of the herein-described tract, whence the center of the well casing bears South 45°00' East, 75 feet; thence East 210 feet to Corner No. 2 which is the NE corner of the tract; thence South 210 feet to Corner No. 3 which is the SE corner; thence West 210 feet to Corner No. 4 which is the SW corner of the tract; thence North 210 feet to Corner No. 1 which is the point and place of beginning. Containing 1.012 acres more or less.

The description of the center line of the easement for the pipe line and power line from the well to the south boundary of Gran Quivira National Monument is as follows:

Beginning at the center of the casing of said well; thence North 71°10' East a distance of 2840.90 feet to a point; thence North 53°50' East a distance of 1432.55 feet to a point on the east line of Section Four (4), whence the quarter corner common to Sections Four and Three (4 and 3), Township One South, Range Eight East bears South 0°02' East, 1113.7 feet; thence within Section Three (3), North 53°50' East a distance of 206.15 feet to a point; thence North 54°27' East a distance of 244.20 feet to a point of intersection with the south boundary line of the Gran Quivira National Monument; said point being North 89°47' East, 365.26 feet from the intersection of the west section line of Section Three (3) and the south boundary line of the Monument.

The description of the access road from the public highway between Sections Three and Four (3 and 4), Township One South, Range Eight East, leading to the site of the well is parallel to the center line of the easement for the pipe line and power line as described above.

The width of the above-described easement for pipe line and power line and the above-described easement for access road shall be twenty feet on each side of the above-described center line for the pipe line and power line. Easements for pipe line, power line and access road shall be construed as one easement forty feet in width.

The grantors herein covenant that for themselves, their heirs and assigns, that they will not drill or permit the drilling of any water well within a radius of 1,000 feet from the center of the casing of said well as herein described.

The interests in real property herein granted shall not be construed to grant to the United States of America the right to fence the above-described easements for pipe line, power line and access road, but shall be construed to grant to the United States of America the right to fence the above-described square form area 210 feet square. The grantors herein shall have the right to use the area of the pipe line, power line and access road easements for all purposes not inconsistent with the rights and privileges of the United States of America to construct, operate and maintain said easements as herein granted. The grantors relinquish all rights to occupy and use the above-described square form area 210 feet square for any and all purposes whatever, for so long as the United States of America occupies said area for the purposes herein granted.

IN WITNESS WHEREOF the grantors have executed the above
instrument the day and year first above written.



Jack L. Kite
Jack L. Kite

Louise P. Kite
Louise P. Kite

State of New Mexico)
County of ~~Socorro~~)s.s.
Torrance

The foregoing instrument was acknowledged before me this
5 day of November, 1959, by Jack L. Kite and Louise
P. Kite, husband and wife.

Ernest L. Quint
Notary Public

My commission expires:
December 28, 1959

STATE OF NEW MEXICO } s.s.
SOCORRO COUNTY
THIS INSTRUMENT OF WRITING WAS FILED
FOR RECORD AT 10:25 O'CLOCK A.M. ON

NOV 5 1959

AND DULY RECORDED IN VOL. 208
OF 10 PAGES PAGE 195-198
Julian H. Hines County Clerk
Gracie Hines Deputy

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

The within deed is accepted on behalf of the United States as of
January 15, 1960, under the authority of the Interior Department Appropriation
Act, 1959 (72 Stat. 155) and the act of August 7, 1946 (60 Stat. 885; 16 U.S.C.
17j-2), and delegated by section 7 of Secretary's Order No. 2640, dated June 11,
1951 (16 F. R. 5846), as amended by Amendment 2, dated January 10, 1952 (17 F. R. 482).

Jackson S. Price
Assistant Director
National Park Service

W. K. Kite
D-5039-L
X-L-1425
Kite

Region Three
Santa Fe, New Mexico

August 15, 1958

Memorandum

To: Director
From: Regional Chief of Lands
**Subject: Acquisition of Well Site and Right of Way for Pipe
Line to Gran Quivira National Monument**

Attached is a copy of Superintendent Howell's memorandum of August 12 and a receipt of the same date from Jack L. Kite and Louise P. Kite. The receipt covers United States Treasury check No. 19,124,799 dated August 8, 1958 in the amount of \$1,000. This receipt covers the license to drill a water well in accordance with the agreement signed July 11, 1958.

As soon as the document is recorded, we will transmit copies to the Washington office for your land records.

JOHN E. KELL
John E. Kell
Regional Chief of Lands

In Duplicate

Copy to Supt. Gran Quivira

W.O.D.C. (w/o attachment)



UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Gran Quivira National Monument
Gran Quivira, New Mexico

MINUTELY REPERT TO
1. 54

August 12, 1958

Memorandum

To: Regional Director, Region Three
From: Superintendent, Gran Quivira
Subject: License to Drill Water Well, Kite Property, Gran Quivira

Attached in duplicate (original and one copy) is a receipt for the United States Treasury check No. 19,124,799, dated August 8, 1958, in the amount of \$1,000., payable and signed by Jack L. Kite and Louise P. Kite, in payment for license to drill a water well in accordance with the agreement signed July 11, 1958.

We have noted the date for the opening of the bids for drilling the well have been established as September 3. I will advise prospective bidders of the change, as the Invitation for Bid states that the bids will be opened at 5:00 P. M. August 19, 1958.

Channing T. Howell
Superintendent

Attachment - Original and one copy

Gran Quivira National Monument
August 12, 1958

Received from Channing T. Howell, Superintendent, Gran
Quivira National Monument, United States Treasury check
No. 19,124,900, dated August 8, 1958, in the amount of \$1,000.,
payable to Jack L. Kite and Louise P. Kite, in payment for license to
drill a water well in accordance with the agreement signed July 11, 1958.

/s/ Jack L. Kite

Jack L. Kite

/s/ Louise P. Kite

Louise P. Kite



UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

In reply refer to:
8-98-2 .15

WRG
L1425
AE
D. C.

1958 AUG 1 1958 JUL 1
AM 9 42 8 46

JUL 31 1958

Memorandum

To: Director, National Park Service
From: Assistant Solicitor, National Parks
Subject: Acquisition of Well Site and Right-of-Way for Gran
Quivira National Monument

original routed
to fiscal.

In his memorandum of July 23, 1958, Assistant Director Tolson requests our approval of the procedure outlined therein for obtaining a water supply for Gran Quivira National Monument and the use of water rights funds to pay the consideration for a license to drill a water well on the Kite property, located outside of the Monument.

We see no legal objection to the procedure suggested or to the use of water rights funds as the consideration for permission to drill a test well on the Kite land. Subparagraph (g) of the act of August 7, 1946 (60 Stat. 885, 16 U.S.C., sec. 173-2), provides:

"That appropriations for the National Park Service are authorized for --

(g) Investigation and establishment of water rights in accordance with local custom, law, and decisions of courts, including the acquisition of water rights or of lands or interests in lands or rights-of-way for use and protection of water rights necessary or beneficial in the administration and public use of the national parks and monuments."

This authorization is not confined to lands within the boundaries of the areas of the National Park System but may be exercised as to land outside of such boundaries in order to obtain water supplies for the areas. Moreover, we believe the authorization is broad enough to cover payment for a license to explore for water on such lands.

RICHARD A. BUDDERIE

Richard A. Bুদ্ধိစ
Assistant Solicitor
National Parks

cc: Docket Sol's Off., Parks
Mr. Sanders Daily
Mr. Dunn NPS (3)
HKSanders/lm
7/29/58

GRQ

WR Gfy
1-2
D-5039

Region Three
Santa Fe, New Mexico

Memorandum

JUL 17 1957

To: Director
From: Regional Chief of Lands
Subject: Possible Headquarters Well Location, Gran Quivira

Attached are black line prints of NM-GQ-7103, Proposed Well Location, Gran Quivira National Monument.

The maps have been completed since my report of July 15 to the Regional Director transmitted to your office with Mr. Bill's memorandum of July 16. The prints show the location of the Kite property, the Soil Bank land, and possible well location as discussed in my memorandum to the Regional Director.

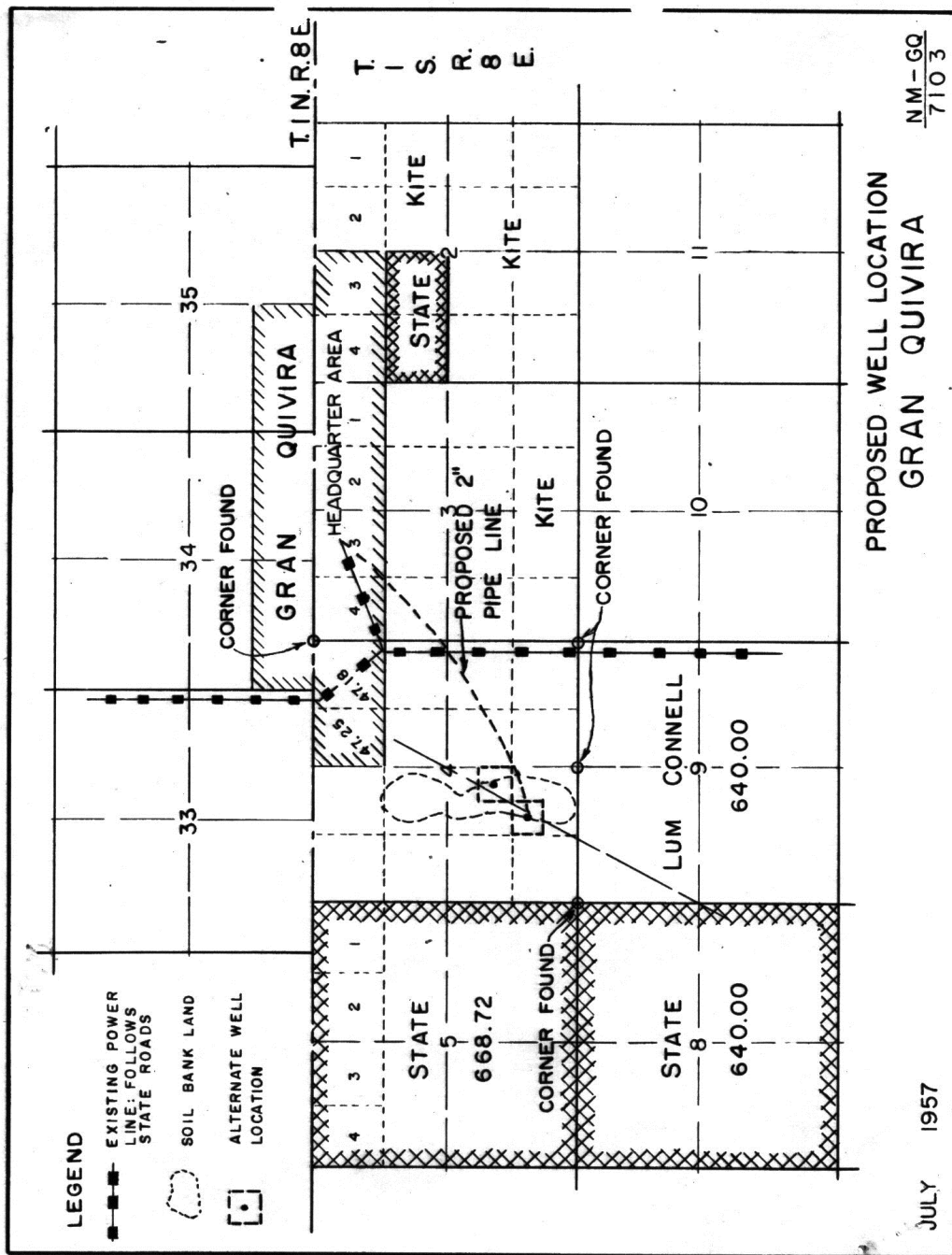
It is quite possible that both well and pipe line location will be changed when the Geological Survey report has been cleared for distribution. The diagonal line from the center of Section 4 to the west quarter corner of Section 9 is believed by the Geological Survey to be the best potential source of underground water.

JOHN E. KELL
John E. Kell
Regional Chief of Lands

In duplicate

Attachments - 2

Copy to: Supt., Gran Quivira } w/print
WDC



WRG

L-54

Region Three
Santa Fe, New Mexico

Memorandum

June 3, 1957

To: Superintendent, Gran Quivira
From: Regional Chief of Operations
Subject: Proposed Water Well Location, Headquarters Supply, Gran Quivira

Following the discussion in Mr. Conover's office on Friday, May 24, Mr. Kell drove to Socorro and checked the County records and obtained a land ownership record for the sections immediately south of the Gran Quivira National Monument in Socorro County, T. 1 S., R. 8 E. He also checked the ownership of Sections 5 and 8 in the same township and range, and discovered that the entire two sections are in State ownership. In addition, the State also owns the $\frac{3}{4}$ NW $\frac{1}{4}$ of Section 2.

Mr. Jack L. Kite, according to the records in Socorro County, owns all of the land in Sections 2, 3 and 4, with the exception of the above mentioned State owned 80 acres, and the NPS or Monument land. In Section 9, the ownership of the entire 640 acres is shown as belonging to Lum Connell.

According to the information obtained in Mr. Conover's office, we might possibly need a portion (perhaps the NW $\frac{1}{4}$) of the Connell property.

It would definitely be to our advantage if we could obtain a well location and a right-of-way for the pipe line from Mr. Kite, perhaps someplace in the SW $\frac{1}{4}$ of Section 4. If this could be done, the well location and right-of-way to the Monument Headquarters area could then be obtained from one land owner. In working out an agreement, presumably with Mr. Kite, it is our thought that we should obtain a perpetual easement across the necessary tracts of land for the pipe line and the right of ingress and egress to the proposed well location in order to service the well. We should also include in the agreement a provision to construct a power line to the well site. We will need to fence an area around the well and pump house of perhaps one or two acres.

It would be appreciated if you would mark and return one of the prints showing the approximate location of the power line. It is presumed that power follows the road right-of-way through

Sections 2, 3 and 4, but this information does not seem to be available in this office.

Unless you think otherwise, it might be desirable for you to discuss the matter informally with Mr. Kite and obtain his reaction to the possibility. Before a right-of-way deed or easement can be drafted, we will, of course, have to have an accurate location of the proposed well and traverse line of the proposed pipe line and power line. This can be done through Regional Engineer Wohlbrandt.

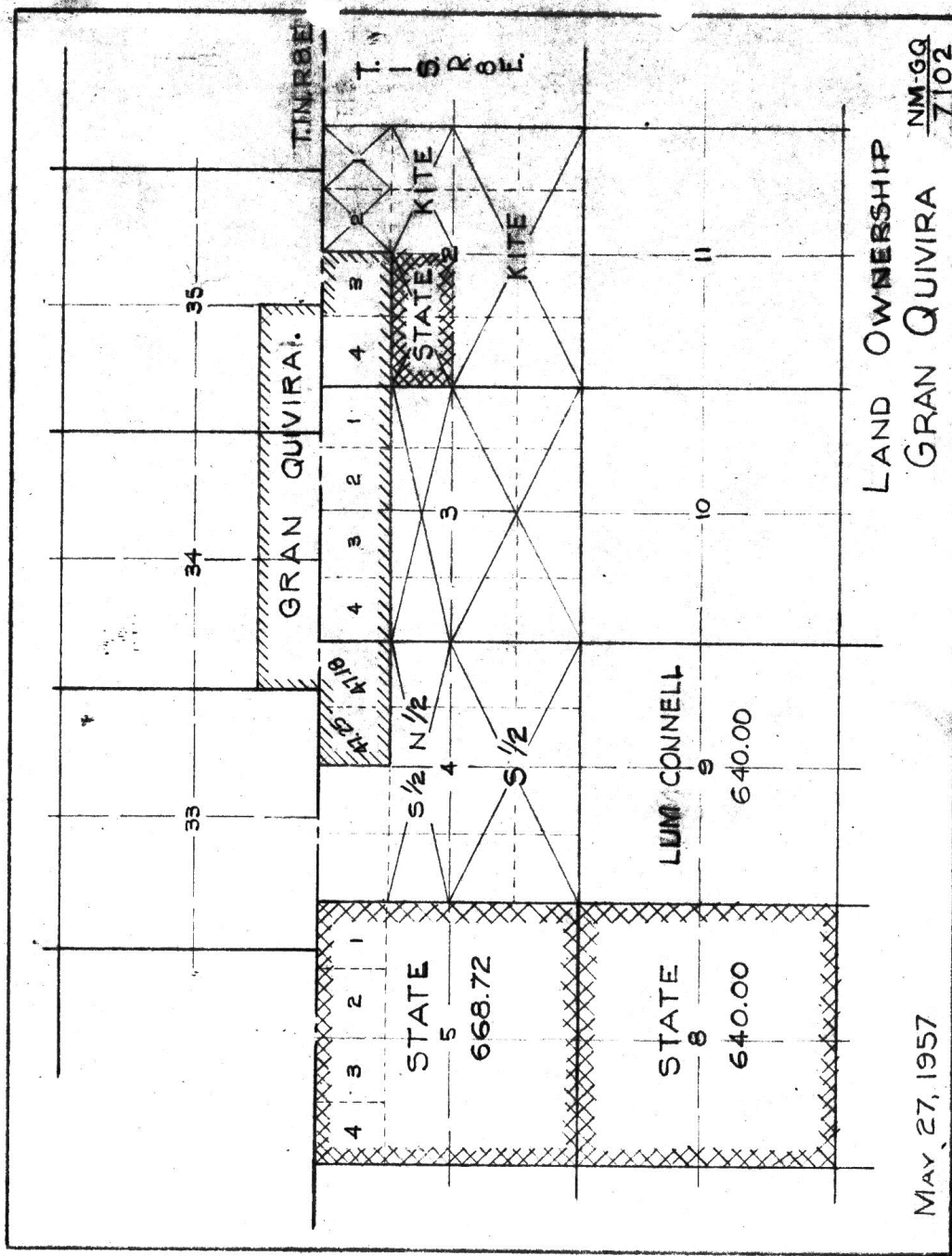
For your information we have attached a copy of the land ownership information obtained by Mr. Kell from the Socorro County records. Mr. Kell will be able to assist you in the negotiations at any stage you think desirable, which we expect would be early in the game.

David H. Canfield
Regional Chief of Operations

Attachments (2)

Copy to: Director (2) w/print ✓
Act. Gen. Supt., SNHM w/print
WODE w/print

Note: Information contained in this memorandum is not for public release.



Administrative Agreements

USLW. Ed. R. (2) ORV

Form 10-14 (Rev. Oct. 1964)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit is for the use of a part of the

PERMIT NO. 3:313:1676
PREVIOUS PERMIT NO. None

SPECIAL USE PERMIT

Gran Quivira National Monument
(Area)

Jack L. Kite, of **Mountainair, New Mexico** is hereby authorized during the period from **April 15, 1966** to **December 31, 1966**, to use the following-described land in the above-named area:

A strip of land 20 feet in width as shown on attached drawing 3:313:1676

for the purpose of **constructing and maintaining a 1-1/2" plastic water line**

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of **Five** Dollars (\$ **5.00**), in advance **annually** (Monthly, semiannually, etc.), or as follows:

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash:

Issued at **Santa Fe, New Mexico** this **15** day of **April**, 19**66**
/s/ **George W. Miller**
Assistant Regional Director

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

TWO WITNESSES TO SIGNATURES		* PERMITTEE (SIGNATURE)	
NAME /s/ Douglas H. Howell (?)	NAME /s/ Jack L. Kite		
ADDRESS Rt. 1, Mountainair, N. M.	ADDRESS Rt. 1, Mountainair, N. M.		
NAME /s/ Evelyn K. Bates	NAME		
ADDRESS Mountainair, N. M.	ADDRESS		

APPROVED (if approval is required by higher authority)
CONFIDENTIAL OR LITE DEWIL

NAME _____ DATE _____

Sign name or names as written in body of permit; for corporations, permittees should sign as "members of firm"; for corporations, the officer authorized to execute contracts, etc., should sign, with title, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

(This copy for the Branch of Lands, Washington)

Form 10-114a
(Dec. 15-6)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA

Gran Quivira National Monument (Jack L. Kite)

PERMIT NO.

3:313:1676

PAGE NO.

2

16. The strip of land described herein as 20 feet in width shall be 20 feet in width only for the purpose of laying the pipe line; thereafter it shall be restricted to such less width as is required for necessary inspection and maintenance; provided, however, no roadway or trail shall be constructed or maintained for continuous use in connection with the use herein authorized.

17. All work in constructing and maintaining or removal of the water line shall be performed with the knowledge and approval of the Superintendent. The permittee agrees that if, in the course of construction or maintenance work, an object of antiquity is encountered, work at that point will be suspended and the Superintendent notified of the discovery and work will be resumed only upon approval by the Superintendent.

18. The permittee shall perform cleanup and surface restoration to the satisfaction of the Superintendent.

19. The United States shall not be liable for any damage to the water line incurred by the use of its property.

20. It is agreed and understood that the water transported by this line will come from sources on the permittee's land and be delivered to another point on the permittee's land.

21. Nondiscrimination. See Attachment A.

Jack L. Kite
Permit No. 3:313:1676

ATTACHMENT A

CONTINUATION OF CONDITIONS OF THIS PERMIT (Form 10-111)

United States Department of the Interior
National Park Service

The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965.

Nondiscrimination. If use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

(1) The Permittee will not discriminate against any employee or applicant for employment because of race, creed, color, ancestry, or national origin. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, ancestry or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(2) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

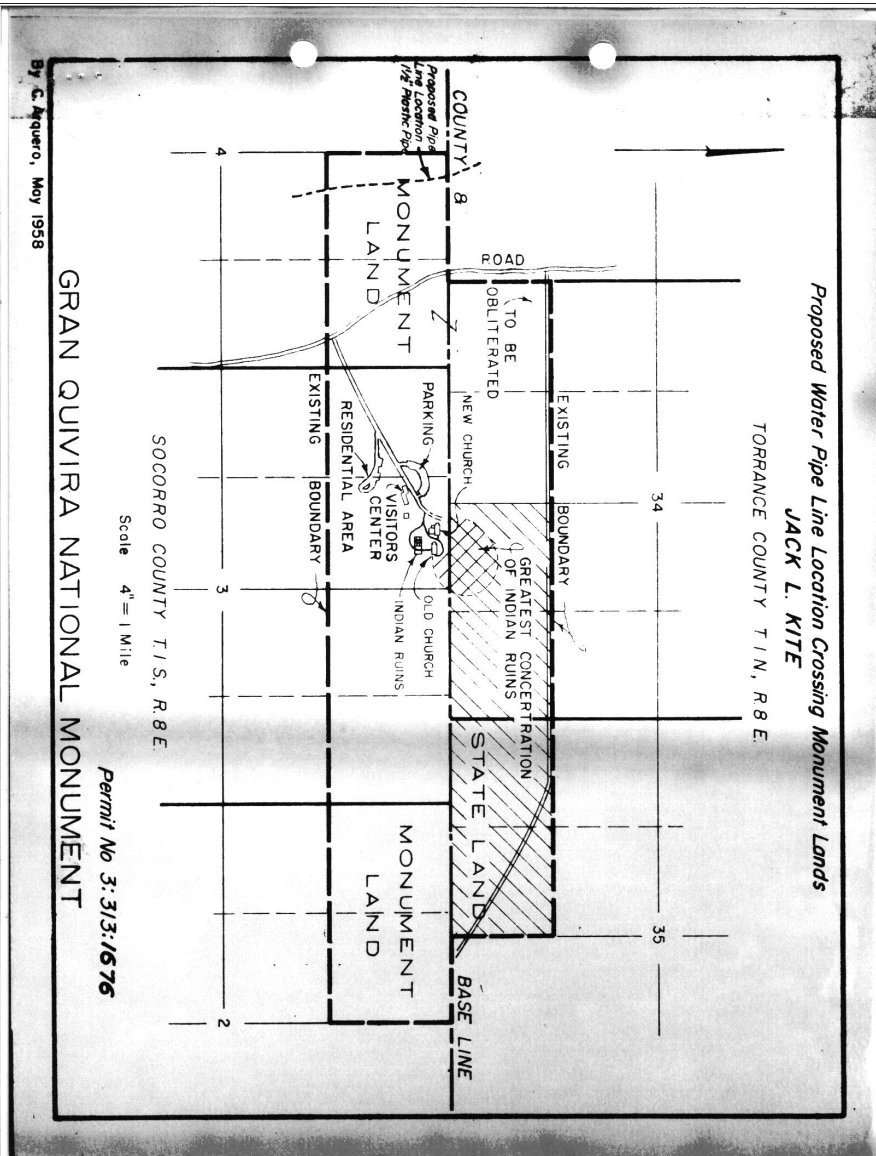
(3) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Permittee will take such action with respect to any subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, That in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.



Form MP-4

**PETITION FOR PERMIT
TO LAY WATER OR SEWER PIPE LINES
ON PUBLIC HIGHWAYS**

TO THE STATE HIGHWAY COMMISSION OF NEW MEXICO

2781

The undersigned applicant respectfully shows:

1. That the name and address of this applicant is National Park Service, and that the following are the names and addresses of the persons, firms and corporations who will own the pipe lines hereinafter referred to when the same are installed:

National Park Service

2. That this applicant desires a permit to locate, install and maintain a 2 inch pipe line for the transportation of water ~~or sewage~~ for a period of ten (10) years under the following public highway NM 41 in the County of Socorro, between the following points thereon, to-wit: On a line whose center line bears N.53°50'E. and intersects center line of highway and section line at a point N.0°02'E., 1113.7' from east 1/4 corner of Section 4, T.1S., R.8E., NMPM.

3. That the said first party will give not less than three (3) days' notice to the District Highway Engineer or his representative prior to the commencement of each section of such construction work upon said highways.

4. That this applicant hereby agrees and binds himself to pay all expenses which may be incurred by said State Highway Commission in making any necessary investigations.

5. That in the absence of other specific instructions from the Chief Highway Engineer or his representative, all pipe line installations placed parallel to the highway centerline shall be placed as close to the right of way or property line as is practical and in accordance with the drawings which are made a part of this application. The pipe line shall be buried to a minimum depth of 3 feet below the grade line of the ditch along the side of such highway, shall be so placed that it will not interfere with or endanger any existing telephone, telegraph or transmission line, oil and gas pipe line, or any drainage or other structure on the highway right of way, and, in all cases where such pipe line crosses the right of way or roadbed, it shall be placed at a minimum depth of 3 feet below the grade line of the ditch at the side of said highway, and shall be properly encased for all water pipe line installations outside of urban areas. The backfill material from shoulder to shoulder of the highway grade shall be compacted to 95 percent of maximum dry density as determined by Standard Compaction Test (A.A.S.H.O. Method T-99).

6. That the party of the first part will at all times indemnify and save harmless the State of New Mexico, and all governmental subdivisions and all boards, officers and employees thereof from any and all claims of every kind or character caused by or incident to the construction, location, maintenance or condition of said pipe line and will promptly reimburse the State and all such subdivisions, boards, officers and employees for any and all expenses incurred by them or any of them in resisting any such claim or claims.

7. That if by reason of any change in the location, construction or grade of the highway upon which any portion of said proposed pipe line is constructed or by reason of changing traffic conditions or otherwise, it shall become advisable in the opinion of the State Highway Commission that said pipe line should be removed or relocated, the party of the first part, upon receipt of written instructions from the Chief Highway Engineer, will remove said pipe line or change its location in such manner as the Chief Highway Engineer may approve without expense to the State.

8. That said pipe line will at all times be kept in good repair, free from leaks or breaks of any kind which may injure the highway or inconvenience the traveling public.

9. That the approval of the proposed construction of said pipe line as applied or as aforesaid shall not be construed as granting any title or easement to any property of the State or County.

10. That if the party of the first part should at any time fail to promptly and fully perform any of the obligations imposed upon him hereby, the Chief Highway Engineer may, at his option, cause the same to be fully carried out and performed, and the party of the first part will promptly reimburse the State Highway Commission of New Mexico for all cost and expense incident thereto.

11. This agreement shall be binding upon the successors and assigns of the party of the first part.

12. The granting of the approval of the proposed construction, so applied for either in accordance with said application or pursuant to any modification thereof which is accepted by the first party, shall constitute an acceptance of this agreement by the State Highway Commission of New Mexico, and render the same a binding contract.

IN WITNESS WHEREOF said applicant has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on this the 12th day of February, 1959.

United States of America
National Park Service

(Name of Applicant)

By Hugh M. Miller
Its Regional Director

ATTEST:

Its
(Affix Corporate Seal)

FORM MP-4—Page 2

STATE OF _____ }
COUNTY OF _____ } 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 _____ of _____
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 the said _____
acknowledged said instrument to be the free act and deed of said corporation. IN WITNESS
WHEREOF I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public

My Commission Expires.....

KNOW ALL MEN BY THESE PRESENTS, that at a meeting of the Board of Directors of _____
duly called and held on the _____ day of _____, 19_____, the following resolution was duly adopt-
ed: "Whereas this corporation is desirous of obtaining the approval of the Chief Highway Engineer of the State Highway Com-
mission of New Mexico for the proposed construction of a pipe line along the public highways of said State. Now, Therefore, be
it resolved that _____ the _____ of this corporation be and he hereby is author-
ized to execute on behalf of this corporation any and all agreements which may be required by the rules of the State Highway
Commission of New Mexico in connection with the obtaining of such approval." In Witness Whereof I have hereunto set my
hand and affixed the seal of the said corporation this _____ day of _____, 19_____.

Secretary

(Affix Corporate Seal)

(If the applicant is a natural person use the following form of acknowledgment)

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 19_____, before me personally appeared _____
known to me to be the same person described in and who executed the foregoing application and
acknowledged to me that he executed the same as his free act and deed. IN WITNESS WHEREOF I have hereunto set my hand
and notarial seal the day and year in this certificate written.

Notary Public

My Commission Expires.....

APPROVAL of this permit is hereby given this 13th day of February, 1959.

STATE HIGHWAY COMMISSION OF NEW MEXICO

By L. D. WILSON
Chief Highway Engineer

BY J. S. Bennett
MAINTENANCE ENGINEER

Other Supporting Information

August 2, 1996

RE: SAPU Water Right Documentation

Dear Mr. Fulfer,

This memo is in response to our conversation of yesterday. You may recall that I work for the Water Rights Branch, which is engaged in a review of water rights documentation on file for all of the NPS administrative units. I was selected to review SAPU's documentation. Below, I've bulleted (in brief) the water right documentation we have, with associated questions:

- ▶ SAPU WATER RIGHT DOCKET 0001: *Headquarter's Well*. This is a well which is related to the Gran Quivira Unit. The well is associated with an easement deed between land owners Jack L. Kite and Louise P. Kite and the U.S. Government (the deed in our records is dated 11/5/59). The well is described as being located in the NW ¼ NE¼ SW¼ Section 4, Township 1 South, Range 8 East (which plots outside of park boundaries). The easement agreement between the Kites and the US involve a powerline, a waterline (which connects the wells water to the unit?).
Question(s): Does the unit still make use of this well?
Does SAPU have any water right records associated with this well?
Records which describe the NPS as the water right owners would be ideal.
- ▶ SAPU WATER RIGHT DOCKET 0002: *Quarai Unit Well*. This docket contains several referenced wells. The first well is described as being owned by the *Punta de Agua Domestic Water Users Association*, and is located in the SE¼ SE¼ Section 2, Township 4 North, Range 6 East. Our records show this well as having a permit number of E-314, and a original depth of 400 feet.
Question(s): Does SAPU use this well, and is there any records in the park related to it? Records showing a change of ownership into the name of the NPS would again be the ideal...
The second well associated with the *Quarai Unit* is listed (on permit No. E-1648) is presented as being owned by the Museum of New Mexico. It is located at NE¼ SE¼ Section 3(projected), Township 4 North, Range 6 East. It was originally drilled to a depth of 300 feet. Same questions pertain to this well as with the other Quarai well described above.

You mentioned that the *Abo Unit* made use of a well. I have no documentation related to such. Please make reference to any pertinent documentation (e.g., description of well, SAPU's use of the water, water right documentation). Finally, there's the question concerning the acecia (circa the *Quarai Unit*), which, as you described, is currently under study, and therefore, resolution to my questions will best wait until the study has been concluded. The questions would be the same as listed for the above wells...does SAPU use the water, and is there a record of NPS ownership?

Let me thank you for any light you can shed on these matters. Please contact me if you need more specifics, or have any questions regarding these questions.

Thanks again,

Andrew Hautzinger

(970) 225-3531

andy_hautzinger@nps.gov

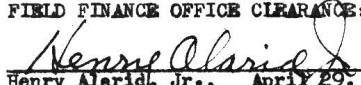
Form 10-174
(Rev. 7-56)UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

COMPLETION REPORT OF CONSTRUCTION PROJECT

Part 11
From Quinn
+ 11

REGION Three	AREA Gran quivira National Monument	COUNTY Socorro and Socorro	STATE New Mexico
PROJECT OR JOB TITLE Improve Water System (Drilling Water Well)			PCP NO.
LOCATION IN AREA Hqs		MASTER PLAN NO.	BUILDING NO.
WORKING DRAWING NO. AND TITLE			
APPROPRIATION TITLE AND SYMBOL 141035 Construction, National Park Service			WORK ORDER NO. B-1
CONTRACT NO. 14-10-333-437		DATE WORK STARTED November 20, 1958	DATE WORK COMPLETED January 30, 1959
NAME OF CONTRACTOR Perry Brothers Drilling Co.		ADDRESS 2033 N. Navajo, Flagstaff, Arizona	

COST ANALYSIS

Item No.:	CONSTRUCTION ITEMS	QTY.	UNIT COST IN PLACE	TOTAL COST IN PLACE
7	Drill 4 1/2" Bore.....	638'	4.00	2,552.00 ✓
8	Ream 4 1/2" bore to 10".....	638'	3.00	1,914.00 ✓
9	8-inch I. D. Casing Installed.....	619	3.50	2,166.50 ✓
10	Bailing Test.....	6 hrs.	12.00	72.00 ✓
12	Pumping Test.....	33 hrs	30.00	990.00 ✓
13	Ream & Grout Upper 10' of Hole.....	Job	100.00	100.00 ✓
15a	Well Screen.....	20 Ft	52.50	1,050.00 ✓
Total:				\$ 8,844.50 ✓
Less amount billed to Water Resources Division, WASO, for Items 7, 10, 12,.....				-3,614.00 ✓
FIELD FINANCE OFFICE CLEARANCE:				
 Henry Alarid, Jr., April 29, 1959 Acting Regional Accountant				
TOTAL				5,230.50 ✓

SUMMARY OF EXPENDITURES

PERSONAL SERVICES	EQUIPMENT	MATERIALS AND SUPPLIES
OTHER 5,230.50		
CHANGE ORDERS		
ORIGINAL CONTRACT AMOUNT 8,844.50	FIRST	SECOND
FINAL CONTRACT AMOUNT 8,844.50	FOURTH	FIFTH
		SIXTH

THIS PROJECT OR JOB HAS BEEN COMPLETED IN ACCORDANCE WITH
APPROVED DRAWINGS, SPECIFICATIONS, AUTHORIZED CHANGES

SUBMITTED BY (Name and title)

APPROVED BY (Name and title)

Superintendent

DATE

February 17, 1959

EXTRACT FROM THE STATEMENT OF ACCOUNTS ONLY - SEE NOTE 1. PROCEEDINGS FOR THE FUNDING

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Gran Quivira National Monument
Gran Quivira, New Mexico

D2621

February 17, 1959

Memorandum

To: Regional Director
From: Superintendent, Gran Quivira
Subject: Completion Report, Narrative Portion, Well Drilling Project -
Contract No. 14-10-333-437

The narrative portion of the completion report for the above project follows:

The contract for drilling the water well at Gran Quivira National Monument was awarded to Perry Brothers Drilling Company, Flagstaff, Arizona.

The drilling equipment was moved to the well site Friday November 14 1958. A snowstorm of November 17 delayed operations some, but the rig was set up and drilling started on November 20. A 6½-inch hole was drilled to a depth of 635 feet where water was encountered December 8. Satisfactory bailing tests were completed under the direction of Geologist Frank Titus. The water level raised to approximately 612 feet. Field tests indicated the quality of the water was suitable for drinking purposes.

then

The bore was/enlarged to 10-inch diameter to a depth of 638 feet, by January 9, 1959. Satisfactory bailing tests were conducted under the direction of Mr. Titus. The 8-inch I.D. casing was then installed and welded at the joints. The sand screen did not arrive until January 22, which delayed work for several days. The alignment test was successfully made. The sand screen was installed January 22, as illustrated by the sketch by Mr. Willard Hall of WODC, who supervised the project.

The test pump was installed and pumping tests were conducted for quantity of yield, under supervision of Mr. Hall and Mr. Titus. Pumping tests included a 24 hour period, without interruption, at the rate of 50 gallons per minute, without water level drawdown.

The well drilling project was accepted on January 30, 1959, with Messrs. Hall, Titus, Howell and Mr. George Perry, Sr. present.

A satisfactory cleanup of the area was made and all equipment moved out. The log of the well has been submitted to your office by the contractor.

A metal cap was welded over the top of the casing to prevent vandalism. The bore of the well is bridged with concrete at the 73-foot level and is backfilled with local material to the 10-foot level, as recommended by Mr. Titus of the U.S.G.S. Wings, or flanges were welded to the outside of the casing, just below the ground level, to help anchor the casing in the top ~~ten~~-feet of concrete grout; no additional charge was made for this additional work. All phases of the project were completed according to specifications, in ^{very} satisfactory manner.

Item No. 11, developing the well and Item No. 16, gravel packing, were deleted, as advised by Mr. Hall.

Channing T. Howell (SGD)

Superintendent

LICENSE TO DRILL A WATER WELL AND OPTION TO PURCHASE

The undersigned grantors, Jack L. Kite and Louise P. Kite, husband and wife, in consideration of the sum of \$ 1,000.00 , the receipt of which is hereby acknowledged, do hereby grant to the United States of America and its assigns, permission, authority, and license to drill a water well on real property owned by the undersigned grantors and described as follows:

S $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ Sec. 4, T. 1 S., R. 8 E., Socorro County, New Mexico, excepting that portion of the SW $\frac{1}{4}$ Sec. 4 now covered by an agreement with the Department of Agriculture under the Soil Bank Act of 1956.

It is understood that the grantee, United States of America, may, in an effort to complete one water well within the above-described tracts, drill not to exceed three holes in succession and upon the abandonment of any hole or holes drilled will effectively plug the hole or holes and restore the surface to a condition as near as reasonably possible to its previous condition.

It is further understood that the United States of America may remove any well casings which may be placed during the drilling operations. The well will be used for a water supply at Gran Quivira National Monument.

This license is for a period of three years from the date of this instrument.

OPTION PROVISIONS

As further consideration for the payment of the sum aforesaid, there is hereby given to the United States of America and its assigns the right, power, and option, at any time within a period of three years from and after the date hereof, to purchase the following described property interests:

STATE OF NEW MEXICO } S.S.
SOCORRO COUNTY }
THIS INSTRUMENT OF WRITING WAS FILED
FOR RECORD AT 9:02 O'CLOCK A.M. ON

1. A permanent easement to maintain and operate a water well within the portions of Section 4, Township 1 South, Range 8 East, as described in the license portion of this instrument, the exact location of the well to be determined as the result of the drilling operations authorized by this instrument.

2. A permanent easement for a water pipe line from the above-mentioned well, crossing Sections 3 and 4, T. 1 S., R. 8 E., in the direction of the headquarters area of Gran Quivira National Monument, together with the right of ingress and egress for the purpose of laying, maintaining or replacing the said pipe line. It is contemplated that the said pipe line shall be buried in the ground to a depth of at least two feet.

3. A permanent easement for a power line to supply power for pumping at the site of the contemplated well, to follow a course and bearing generally parallel to that of the above-described pipe line and near thereto.

4. A permanent easement for an access road from the public highway between Sections 3 and 4, T. 1 S., R. 8 E., leading to the site of the well as finally located. The point of departure from the existing public road and the route to the well will be mutually determined by the Superintendent, Gran Quivira National Monument, and the vendors.

5. A permanent easement to fence and maintain an area 210' x 210' in square form containing approximately 1.0123 acres of land more or less. In addition the United States shall have the right to construct and maintain a pumphouse, store pipe or other equipment inside the fenced area that may be needed for the care, operation and maintenance of the well.

6. A covenant running with the land under which the vendors will bind themselves, their heirs and assigns, not to drill or permit the drilling of any water well within a radius of 1,000 feet from the well as finally located.

The price at which the above described property interests will be sold to the United States shall be \$ 2,500.00.

The vendors represent that, at the date of this instrument, they are the owners in fee simple of the following described lands:

S1/2N1/2, S1/2 Sec. 3; S1/2NE1/4, NW1/4, S1/2 Sec. 4, T 1 S.

R. 8 E. N.M.P.M.

They further represent that the title to said lands is clear, free and unencumbered, except:

1. A portion of Section 4 is covered by an agreement with the Department of Agriculture under the Soil Bank Act of 1956.
2. A right-of-way for a State or County Road between Sections 3 and 4, T 1 S. R 8 E, N.M.P.M. In addition there is an easement for the Central New Mexico Electric Company power line between Sections 3 and 4. The vendors cannot have the right-of-way for the road or the easement for the power line released.
3. United States Department of Agriculture, Farmers Home Administration, Real Estate Mortgage of June 18, 1954 in the amount of \$14,000. and recorded in Vol. 167 Pages 375-381 of the records of Socorro County, New Mexico.
4. United States Department of Agriculture, Farmers Home Administration Correction Mortgage in the amount of \$14,000. dated July 13, 1955 and recorded in Book 99, Page 320 of the records of Torrance County, New Mexico (Socorro County recording data not available).

5. United States Department of Agriculture, Farmers Home Administration, Real Estate Mortgage in the amount of \$14,051.17 dated May 7, 1956. Recorded in Book 108, Page 277, Torrance County and in Vol. 185 of Mortgages Pages 451-452 of the Records of Socorro County, New Mexico.

The vendors agree to have a partial release of the above mentioned mortgages in order to have the full right, power and authority to convey to the United States of America a good title to the property interests covered by this option.

In case the vendors are unable to show and establish title to the above-described lands satisfactory to the United States Government then, and in that event, the vendors agree that the United States may in its discretion institute condemnation proceedings for the acquisition of the property interests covered by this option and

(continued on page 4.)

that the price above set forth is agreed to by the vendors as to the value of the interests to be acquired under said condemnation proceedings.

When requested by the proper representative of the United States, at any time after the exercise of this option in the manner hereinafter specified, the vendors will promptly at their own expense furnish an abstract of title which will later be extended to include any instrument subsequently required to be recorded by the United States in connection with the title to said lands to show unencumbered fee simple title, or a title certificate, and will also record the deed of conveyance and/or other necessary papers made pursuant to this instrument; provided, that if the vendors fail to provide a proper abstract of title or title certificate within sixty (60) days after such request then the United States may procure the same at the expense of the vendors and deduct the cost thereof from the purchase price hereinabove set forth.

During the period covered by this option, the vendors grant to the officers and to the accredited agents of the United States, at all proper times, unrestricted right or privilege to survey or enter said lands for all proper and lawful purposes in connection with the negotiations for the acquisition thereof.

When the United States of America, acting through the Secretary of the Interior or other authorized representative, shall have approved and signed this option for the purchase of the property interests as herein provided then, in that event, this instrument shall constitute a contract of bargain and sale between the parties hereto.

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing in this paragraph, however, shall invalidate this contract if made with a corporation for its general benefit.

The vendors or sellers represent that they ☐ have, ☒ have not, employed or retained a company or person (other than a full-time employee) to solicit or secure this contract and agree to furnish information relating thereto as requested by the contracting officer.

Jack L. Kite
Jack L. Kite

Louise P. Kite
Louise P. Kite

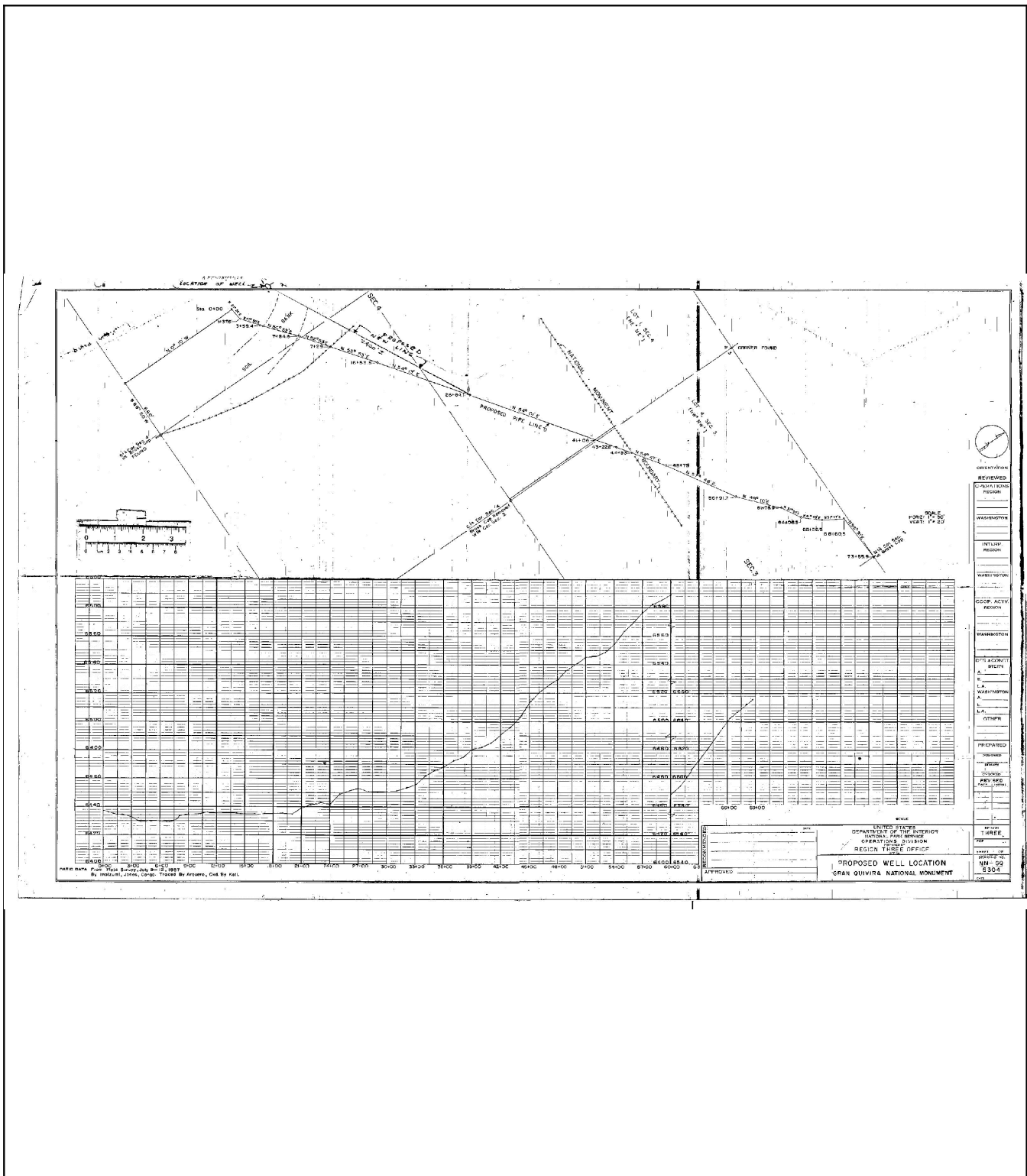
State of New Mexico)
County of Socorro) S.S.
For record

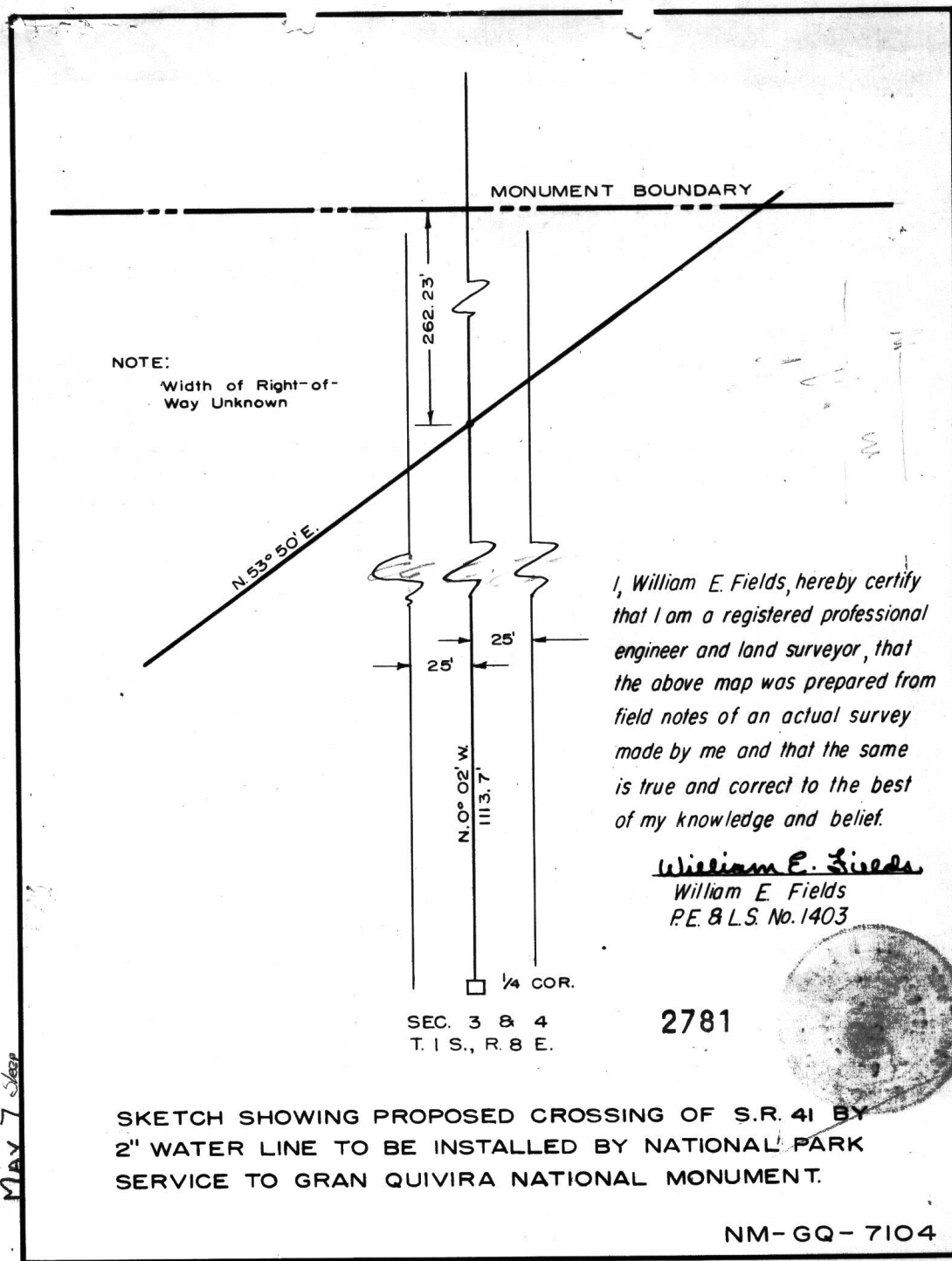
The foregoing instrument was acknowledged before me this 11th day of July, 1958, by Jack L. Kite and Louise P. Kite, husband and wife.

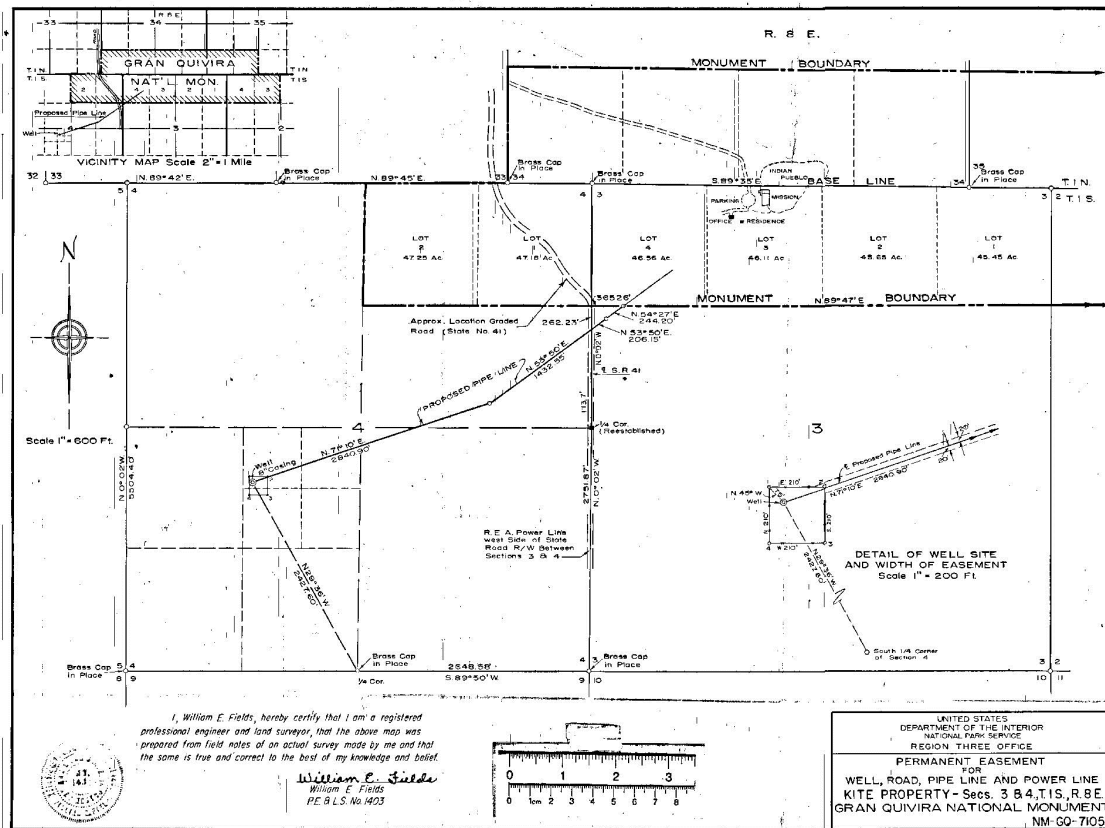
Harriet Louise Crest
Notary Public

My commission expires: 4-1-59

Approved 9-23-58
(Date)







Docket Information

Number of Documents in Docket 49

Documents Dated from 6/3/1957 to 8/2/1996

Docket Compiled: 6/9/2016