WATER-RIGHT DOCKET

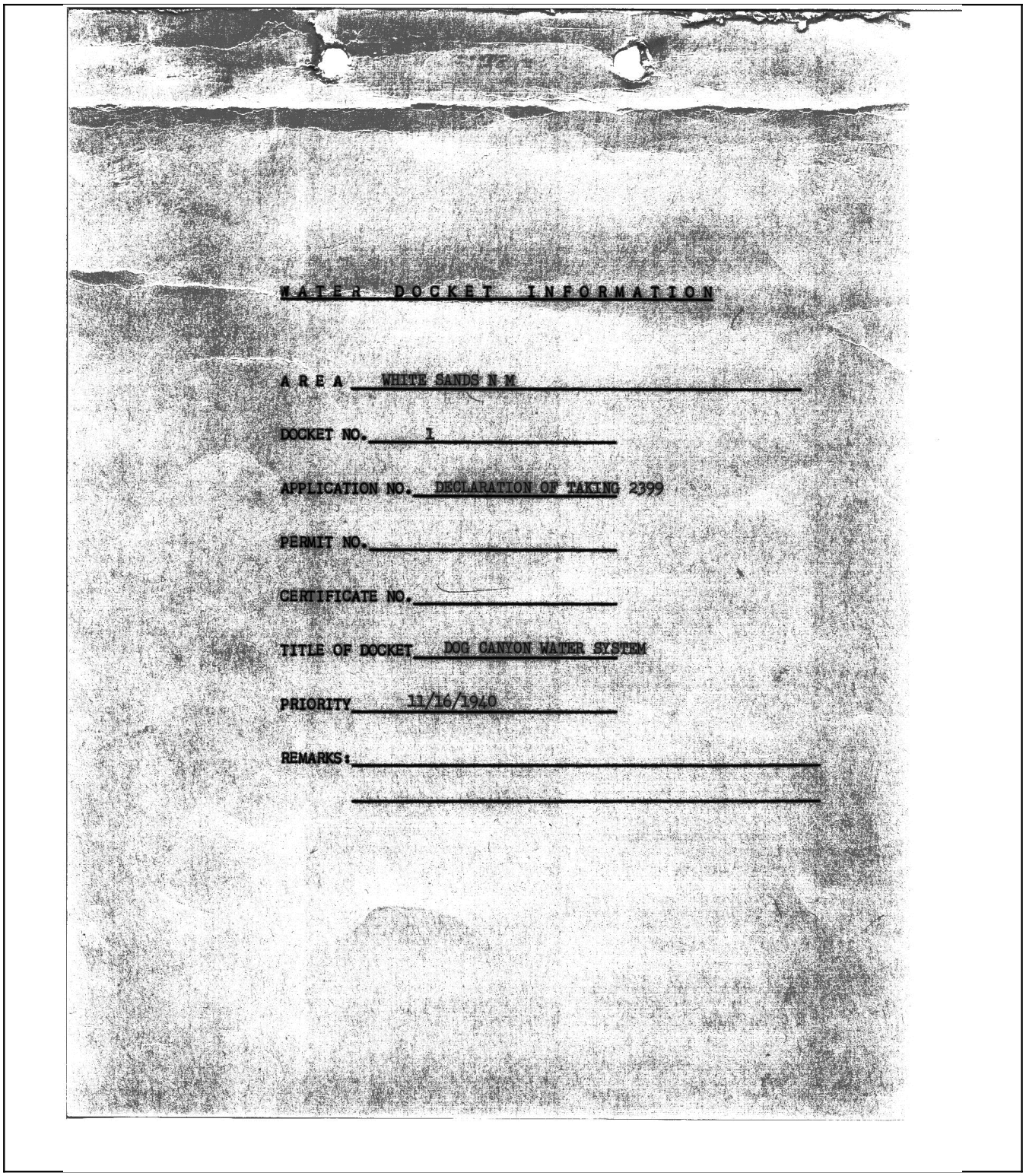
White Sands National Monument

Docket No: 1

DOG CANYON WATER SYSTEM DECLARATION OF TAKING 2399

Preliminary Docket Information

00-00-0000: water docket information



WATER DOCKET INFORMATION

AREA WHITE SANDS N M

DOCKET NO. 1

APPLICATION NO. DECLARATION OF TAKING 2399

PERMIT NO.

CERTIFICATE NO.

TITLE OF DOCKET DOG CANYON WATER SYSTEM

PRIORITY 11/16/1940

REMARKS:

State Water Rights Documentation

2399

IMPORTANT—READ INSTRUCTIONS ON BACK BEFORE FILLING OUT THIS FORM

Not Original

Notice of Intention to Make Formal Application for Permit

To Appropriate the Natural Public Surface Waters of the State of New Mexico

Page 2399 Filed in Book 1 Appl. No. 2399

1. Date of receipt of Notice of Intention Nov. 16, 1940
   (a) Formal application to be received on or before
2. Name of applicant United States of America, Department of the Interior
   Post Office Washington D.C., County of 25, State of
3. If applicant is a corporation give:
   (t) Date and place of organization of corporation
   (b) Amount of capital stock, $ (c) Amount paid in $
   (d) Names and addresses of directors

4. Quantity of unappropriated water claimed (see note on back) All acre-feet
   (a) By direct diversion ac. ft. (b) by storage acre-feet
   (c)

5. Source of water supply (a) Name of stream or watercourse Dog Canyon
   (b) Which is a tributary of Sacramento River

6. Location of point of diversion or outlet from storage (if more than one, locate each):
   NE¼ quarter of NE¼ quarter
   of section 6, Township 18 S., Range 9 E., N. M. P. M.,

7. To be used for Domestic purposes.

IRRIGATION AND DOMESTIC USE

(a) Number of acres to be irrigated
(b) Described as follows:
White Sands National Monument
E½ Sec. 1 T. 18 S. R. 7 E.

MANUFACTURING, MINING, POWER AND LIKE PURPOSES

(a) Quantity of water sec. ft., to be used for
(b) Power to be generated horse power (c) conducted by
(give approximate size and description of conduit) (length)
feet in length from a point in quarter of quarter of
(locate point of diversion or outlet from storage)
section , Township , Range , N. M. P. M.,
to a point where water will be returned to stream undiminished in quantity in the quarter of
quarter of section , Township ,
Range
(locate point of return)

Withdrawn 1/30/56

2399

DECLARATION OF
INTENTION OF UNITED STATES TO APPROPRIATE
UNAPPROPRIATED WATERS

FILED
NOV 16 1940
STATE ENGINEER
SANTA FE, N.M.

The United States of America, through the Department of the Interior, National Park Service, being authorized by the Act of Congress of August 25, 1916 (39 Stat. 535) as amended, and the Act of Congress of June 8, 1906 (34 Stat. 225), to construct works for the utilization of waters within the State of New Mexico pursuant to Section 152, Chapter 151, New Mexico Statutes Annotated, 1929, providing as follows:

> Government projects-Appropriations for. Whenever the proper officers of the United States, authorized by law to construct works for the utilization of waters within the state, shall notify the state engineer that the United States intends to utilize certain specified waters, the waters so described, and unappropriated, and not covered by applications or affidavits duly filed or permits as required by law, at the date of such notice, shall not be subject to a further appropriation under the laws of the state for a period of three years from the date of said notice, within which time the proper officers of the United States shall file plans for the proposed work in the office of the state engineer for his information, and no adverse claim to the use of water required in connection with such plans, initiated subsequent to the date of such notice, shall be recognized under the laws of the state, except as to such amount of the water described in such notice as may be formally released in writing by an officer of the United States, thereunto duly authorized; Provided, that in case of failure to file plans of the proposed work within three years, as herein required, the water specified in the notice given by the United States to the state engineer shall become public waters, subject to general appropriations. (L. '07, Ch. 49, Sec. 40; Code '15, Sec. 5699.),

hereby gives notice that the United States of America intends to utilize the unappropriated waters described on the attached

NOTICE OF INTENTION TO MAKE FORMAL
APPLICATION FOR PERMIT
TO APPROPRIATE THE NATURAL PUBLIC WATERS OF THE STATE OF NEW MEXICO,

as follows:

All waters of Dog Canyon, a tributary of the Sacramento River, Otero County, New Mexico, with diversion in the NE¼ NE¼ Section 6, T. 18 S., R. 9 E., N. M. P. M., and conveyed to White Sands National Monument for beneficial purposes at the Headquarters Area of said monument in the E½ Section 1, T. 18 S., R. 7 E., N. M. P. M., the more specific details of said appropriation being shown on map of "Dog Canyon Water Supply, drawing NM-WS-6975" to be submitted within approximately ninety days.

Nothing in this notice shall constitute a waiver of any rights awarded to the United States in that Condemnation and Judgment, in the District Court of the United States, in and for the District of New Mexico, Case No. 82 - Civil (filed Oct. 13, 1939), United States of America, plaintiff vs. 440 acres, more or less of Land, Situate in Otero County, New Mexico, and J. L. Lawson, et al, Defendants.

It is, therefore, requested that the waters so described be withheld from further appropriation and that the rights and interests of the United States in the premises be otherwise protected as contemplated by the Statutes above cited.

Dated this 31 day of Oct. 1940

UNITED STATES OF AMERICA,

By _____
Superintendent,
Southwestern National Monuments.

~~COPY~~

(H. M. Miller)

02-29-1940: final judgment: no. 82-civil

C O P Y

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF NEW MEXICO.

United States of America,

Plaintiff,

vs. No. 82-Civil.

440 acres, more or less, of land, situate in Otero County, State of New Mexico, and J.L. Lawson, Oliver M. Lee and Winnie Lee, his wife; James Madison; H. S. Stark; John B. Stark; Eva Robinson; R. E. Rupard; E. R. Coppernoll; Ed Billups; B. M. Hudman; J. L. Stewart; J. K. Use; George J. Harris; Otero County Irrigation Company, a corporation; A. J. Taylor; Sam Fairchild; A.M. Jackley, if living, if deceased, The Unknown Heirs of A. M. Jackley, deceased; F. Corp and Helen A. Corp, his wife, if living, if deceased the Unknown Heirs of F. Corp, deceased, and the Unknown Heirs of Helen A. Corp, deceased; George T. Kimple, also known as Geo. T. Kimple, if living, if deceased, the Unknown Heirs of George T. Kimple, also known as Geo. T. Kimple, deceased; Mary A. Kimple, if living, if deceased, the Unknown Heirs of Mary A. Kimple, deceased; R. G. Mullin, if living, if deceased, the Unknown Heirs of R. G. Mullin, deceased; Madeline D. Mullin, if living, if deceased, the Unknown Heirs of Madeline D. Mullin, deceased; Mott Gleason, if living, if deceased, the Unknown Heirs of Mott Gleason, deceased; R. R. Wade, if living, if deceased, the Unknown Heirs of R. R. Wade, deceased; W.W. Hayward and Elizabeth Hayward, his wife; Julia Morgan; The State of New Mexico; The State Tax Commission of the State of New Mexico; and The Unknown Owners of the land and property hereinafter described,

Defendants.

F I L E D
FEB 29 1940
WM. D. BRYARS,
CLERK.

FINAL JUDGMENT

This cause having come on to be heard this day for entry of final judgment herein, upon the issues between the parties herein, the United States of America appearing by

H. A. Kiker, Special Attorney for the Department of Justice, the State of New Mexico appearing by the Attorney General of the State of New Mexico, and the Court having heretofore considered the evidence submitted, and having made and filed herein Findings of Fact and Conclusions of Law;

Now, upon said Findings of Fact and Conclusions of Law, IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED:

I.

That the plaintiff herein by virtue of the judgment on the declaration of taking herein entered on the 13th day of October, 1939, is vested with fee simple title in and to the following described property, to-wit:

Tract No. 3.

That tract of land known as Tract No. 3 of the White Sands Project, situate in Otero County, State of New Mexico, Township 18 South, Range 10 East of the New Mexico Principal Meridian, and more particularly described as follows:

The South half of the Northwest quarter and the Southwest quarter and the West half of the Southeast quarter of Section 21; and the North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 28, all in Township 18 South, Range 10 East of the New Mexico Principal Meridian, containing 440 acres, more or less, excepting, however, all minerals in or upon the said tract of land.

Together with the full right, title and interests in and to all waters and water rights of Dog Canyon adjacent to the above described land and in and to the ditches and canals used to divert said waters, in and leading from said Dog Canyon, in said County of Otero, State of New Mexico.

II.

That the sum of $3000.00 on deposit with the Clerk of this Cou
of this Court is just and reasonable compensation for the property hereinbefore described; that of said sum of $3000.00,

the Clerk of this Court pay the sum of $1309.00 to the State of New Mexico, and the sum of $1691.00 to the defendant, J.L. Lawson.

III.

That the defendants in this cause have no right, title, interest or claim of any nature whatsoever, in and to the real estate and property hereinbefore described; and that all of the defendants in this cause, except J. L. Lawson and the State of New Mexico, have no interest or claim in and to the sum of $3000.00 paid by the plaintiff herein for said property hereinbefore described.

DATED AND DONE at Santa Fe, New Mexico, this 29th day of February, 1940.

(Sgd) Colin Neblett
United States District Judge.

Approved

(Sgd) A. M. Fernandez
Asst. Atty. Gen.
New Mexico.

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF NEW MEXICO

UNITED STATES OF AMERICA)
) SS:
DISTRICT OF NEW MEXICO)

I, Wm. D. Bryars, Clerk of the District Court of the United States for the District of New Mexico, do hereby certify that I have compared the annexed copy of FINAL JUDGMENT (filed February 29, 1940)

in cause No. 82 on the Civil docket of said court,

wherein United States of America is plaintiff

and 440 acres, more or less of land, situate in Otero County, State of New Mexico, and J. L. Lawson, et al. are defendants

with the original of said document on file in my office, and that the same is a correct transcript therefrom and of the whole thereof.

In testimony whereof, I have caused the seal of the said court to be affixed, and have hereunto set my hand, at Santa Fe, in said district, this 29th day of February, A. D. 1940.

(SEAL)

WM. D. BRYARS
Clerk.

By (Sgd) Grace S. Massie
Grace S. Massie Deputy Clerk.

00-00-0000: judgment on amended declaration of taking: no. 82-civil

C O P Y

IN THE DISTRICT COURT OF THE UNITED STATES

IN AND FOR THE DISTRICT OF NEW MEXICO.

UNITED STATES OF AMERICA, Plaintiff vs. 440 Acres, more or Less of Land, Situate in Otero County, State of New Mexico, and J. L. Lawson, et al., Defendants.	NO. 82-CIVIL (Filed Oct. 13, 1939 - Wm. D. Bryars, Clerk).

JUDGMENT ON AMENDED DECLARATION OF TAKING.

This cause coming on to be heard this day upon motion of Plaintiff, United States of America, to enter judgment on the Amended Declaration of Taking, filed in the above captioned cause on the 6th day of October, 1939, and for the Court to fix a date when possession of the property described herein is to be surrendered to the United States of America, and the Court after examining the files in said cause and being well and fully advised in the premises, and it appearing to the Court:

I.

That the United States of America is entitled to acquire the property described in the Amended Petition for Condemnation and in the said Amended Declaration of Taking, by eminent domain for the purposes set out;

II.

That an Amended Petition for Condemnation was filed at the request of the Honorable Oscar L. Chapman, Assistant Secretary of the Interior, the authority empowered by law to acquire the lands described in said Amended Petition, and also under the authority of the Attorney General of the United States;

III.

That said Amended Petition and Amended Declaration of Taking state the authority under which and the public use for which said lands are taken; that the Secretary of Agriculture is the person duly authorized and empowered by law to acquire lands such as are described in the Amended Petition for the purpose of acquisition in connection with the establishment of the White Sands Project in Otero County, New Mexico, and that the Attorney General of the United States is the person authorized by law to direct the institution of such condemnation proceedings;

IV.

That a proper description of the lands sought to be condemned, sufficient for identification thereof, is set out in said Amended Declaration of Taking;

V.

That said Amended Declaration of Taking contains a statement of the estate or interest in the lands taken for said public use;

VI.

That a statement is contained in said Amended Declaration of Taking of a sum of money estimated by said acquiring authority to be just compensation for said lands in the amount of $3000.00 and that said sum has been deposited in the Registry of this Court for the use of the persons entitled thereto.

VII.

That a statement is contained in said Amended Declaration of Taking that the amount of the ultimate award of compensation for the taking of said property, in the opinion of said Oscar L. Chapman, Assistant Secretary of the Interior, will be within any limits prescribed by Congress to be paid therefor.

IT IS THEREFORE ORDERED and ADJUDGED that title in fee simple to the following described lands located in Otero County, New Mexico, to-wit:

Tract No. 3.

That tract of land known as Tract No. 3 of the White Sands Project, situate in Otero County, State of New Mexico, Township 18 South, Range 10 East of the New Mexico Principal Meridian, and more particularly described as follows:

The South half of the Northwest quarter and the Southwest quarter and the West half of the Southeast quarter of Section 21; and the North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 28, all in Township 18 South, Range 10 East of the New Mexico Principal Meridian, containing 440 acres, more or less, excepting, however, all minerals in or upon the said tract of land.

Together with the full right, title and interests in and to all waters and water rights of Dog Canyon adjacent to the above described land and in and to the ditches and canals used to divert said waters, in and leading from said Dog Canyon, in the said County of Otero, State of New Mexico.

Together with all and singular the water rights and other rights, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, with

the exception of the mineral rights in the said tract of land, vested in the United States of America as of the date of the filing of the Amended Declaration of Taking and the depositing in the Registry of this Court said sum of $3000.00 as hereinabove recited and that said title is hereby confirmed.

VIII.

That said lands with the exception of mineral rights are deemed to have been taken and condemned for the use of the United States of America and the right to just compensation for the property taken upon the filing of the Amended Declaration of Taking vested in the persons entitled thereto and the amount of compensation shall be ascertained and awarded in this proceeding and established by judgment herein pursuant to law.

IT IS FURTHER ORDERED that possession of the above described property shall be surrendered to the United States of America on or before the 31st day of October, 1939, and this cause is held open for such other and further orders and decrees as may be necessary in the premises.

Colin Neblett
UNITED STATES DISTRICT JUDGE.

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF NEW MEXICO

UNITED STATES OF AMERICA)
) SS:
DISTRICT OF NEW MEXICO)

I, Wm. D. Bryars, Clerk of the District Court of the United States for the District of New Mexico, do hereby certify that I have compared the annexed copy of Judgment on Amended Declaration of Taking,

in cause No. 82 on the civil docket of said court, wherein United States of America is

plaintiff

and J. L. Lawson, et al. are

defendants

with the original of said document on file in my office, and that the same is a correct transcript therefrom and of the whole thereof.

In testimony whereof, I have caused the seal of the said court to be affixed, and have hereunto set my hand, at Santa Fe, in said district, this 23rd day of October, A. D. 1939.

(SEAL)

(Sgd) Wm. D. Bryars
Clerk.

By
Deputy Clerk.

10-06-1939: judgment on amended declaration of taking: no. 82-civil

BOOK 513 PAGE 111

IN THE DISTRICT COURT OF THE UNITED STATES
IN AND FOR THE DISTRICT OF NEW MEXICO.

UNITED STATES OF AMERICA, Plaintiff vs. 440 Acres, more Or Less of Land, Situate in Otero County, State of New Mexico, and J. L. Lawson, et al., Defendants.	)	NO. 82-CIVIL OCT 16 1939 WM. D. BRYANS, CLERK.

JUDGMENT ON AMENDED DECLARATION OF TAKING.

This cause coming on to be heard this day upon motion of Plaintiff, United States of America, to enter judgment on the Amended Declaration of Taking, filed in the above captioned cause on the 6th day of October, 1939, and for the Court to fix a date when possession of the property described herein is to be surrendered to the United States of America, and the Court after examining the files in said cause and being well and fully advised in the premises, and it appearing to the Court:

I.

That the United States of America is entitled to acquire the property described in the Amended Petition for Condemnation and in the said Amended Declaration of Taking, by eminent domain for the purposes set out;

II.

That an Amended Petition for Condemnation was filed at the request of the Honorable Oscar L. Chapman, Assistant Secretary of the Interior, the authority empowered by law to acquire the lands des-

This cause coming on to be heard this day upon motion of Plaintiff, United States of America, to enter judgment on the Amended Declaration of Taking, filed in the above captioned cause on the 6th day of October, 1939, and for the Court to fix a date when possession of the property described herein is to be surrendered to the United States of America, and the Court after examining the files in said cause and being well and fully advised in the premises, and it appearing to the Court:

I.

That the United States of America is entitled to acquire the property described in the Amended Petition for Condemnation and in the said Amended Declaration of Taking, by eminent domain for the purposes set out;

II.

That an Amended Petition for Condemnation was filed at the request of the Honorable Oscar L. Chapman, Assistant Secretary of the Interior, the authority empowered by law to acquire the lands described in said Amended Petition, and also under the authority of the Attorney General of the United States;

III.

That said Amended Petition and Amended Declaration of Taking state the authority under which and the public use for which said lands are taken; that the Secretary of Agriculture is the person

L142J

duly authorized and empowered by law to acquire lands such as are described in the Amended Petition for the purpose of acquisition in connection with the establishment of the White Sands Project in Otero County, New Mexico, and that the Attorney General of the United States is the person authorized by law to direct the institution of such condemnation proceedings;

IV.

That a proper description of the lands sought to be condemned, sufficient for identification thereof, is set out in said Amended Declaration of Taking;

V.

That said Amended Declaration of Taking contains a statement of the estate or interest in the lands taken for said public use;

VI.

That a statement is contained in said Amended Declaration of Taking of a sum of money estimated by said acquiring authority to be just compensation for said lands in the amount of $3000.00 and that said sum has been deposited in the Registry of this Court for the use of the persons entitled thereto.

VII.

That a statement is contained in said Amended Declaration of Taking that the amount of the ultimate award of compensation for the taking of said property, in the opinion of said Oscar L. Chapman, Assistant Secretary of the Interior, will be within any limits prescribed by Congress to be paid therefor.

IT IS THEREFORE ORDERED and ADJUDGED that title in fee simple to the following described lands located in Otero County, New Mexico, to-wit:

Tract No. 3.

That tract of land known as Tract No. 3 of

Declaration of Takir

V.

That said Amended Declaration of Taking contains a statement of the estate or interest in the lands taken for said public use;

VI.

That a statement is contained in said Amended Declaration of Taking of a sum of money estimated by said acquiring authority to be just compensation for said lands in the amount of $3000.00 and that said sum has been deposited in the Registry of this Court for the use of the persons entitled thereto.

VII.

That a statement is contained in said Amended Declaration of Taking that the amount of the ultimate award of compensation for the taking of said property, in the opinion of said Oscar L. Chapman, Assistant Secretary of the Interior, will be within any limits prescribed by Congress to be paid therefor.

IT IS THEREFORE ORDERED and ADJUDGED that title in fee simple to the following described lands located in Otero County, New Mexico, to-wit:

Tract No. 3.

That tract of land known as Tract No. 3 of the White Sands Project, situate in Otero County, State of New Mexico, Township 18 South, Range 10 East of the New Mexico Principal Meridian, and more particularly described as follows:

The South half of the Northwest quarter and the Southwest quarter and the West half of the Southeast quarter of Section 21; and the North

half of the N[illegible]hwest quart[illegible]r and the No[illegible]west quarter of [illegible]e Northeast quarter of Se[illegible]ion 28, all in Township 18 South, Range 10 East of the New Mexico Principal Meridian, containing 440 acres, more or less, excepting, however, all minerals in or upon the said tract of land.

Together with the full right, title and interests in and to all waters and water rights of Dog Canyon adjacent to the above described land and in and to the ditches and canals used to divert said waters, in and leading from said Dog Canyon, in the said County of Otero, State of New Mexico.

Together with all and singular the water rights and other rights, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, with the exception of the mineral rights in the said tract of land, vested in the United States of America as of the date of the filing of the Amended Declaration of Taking and the depositing in the Registry of this Court said sum of $3000.00 as hereinabove recited and that said title is hereby confirmed.

VIII.

That said lands with the exception of mineral rights are deemed to have been taken and condemned for the use of the United States of America and the right to just compensation for the property taken upon the filing of the Amended Declaration of Taking vested in the persons cntitled thereto and the amount of compensation shall be ascertained and awarded in this proceeding and established by judgment herein pursuant to law.

IT IS FURTHER ORDERED that possession of the above described property shall be surrendered to the United States of America on or before the 31st day of October, 1939, and this cause is held open for such other and further orders and decrees as may be necessary in the premises.

STATE OF NEW MEXICO }
OTERO COUNTY } ss
FILED FOR RECORD IN MY OFFIC[illegible]

UNITED STATES DISTRICT JUDGE.

and the depositing the Registry of this Cou said sum of $3000.00 as hereinabove recited and that said title is hereby confirmed.

VIII.

That said lands with the exception of mineral rights are deemed to have been taken and condemned for the use of the United States of America and the right to just compensation for the property taken upon the filing of the Amended Declaration of Taking vested in the persons entitled thereto and the amount of compensation shall be ascertained and awarded in this proceeding and established by judgment herein pursuant to law.

IT IS FURTHER ORDERED that possession of the above described property shall be surrendered to the United States of America on or before the 31st day of October, 1939, and this cause is held open for such other and further orders and decrees as may be necessary in the premises.

UNITED STATES DISTRICT JUDGE.

STATE OF NEW MEXICO } SS
OTERO COUNTY
FILED FOR RECORD IN MY OFFICE
This 28th day of April 1942
At 11:40 o'clock A. M. and duly recorded
in Book No. 513 Page 111-13 of
the records of Otero County, New Mexico.
Katie A. Sanchez
County Clerk, Otero County, New Mexico
By Diana J. Duran Deputy

CERTIFIED a True Copy of the original filed in my office.
Jesse Casaus, Clerk
by [illegible] Deputy

- 3 -

73755

Tract No. 5.

IN THE DISTRICT COURT OF THE UNITED STATES

IN AND FOR THE DISTRICT OF NEW MEXICO

UNITED STATES OF AMERICA,

Petitioner

v.

640 Acres, More or Less, of Land Situate in Otero County, State of New Mexico, and J. L. Lawson, et al.,

Defendants.

In the matter of the acquisition by the United States of America of certain land situate, lying and being in Otero County, State of New Mexico, for use in connection with the White Sands Recreational Demonstration Area of the National Park Service, United States Department of the Interior.

FILED
OCT 6 1939
WM. D. BRYANS,
Clerk.

RECEIVED
White Sands N. M.
MAR 0 8 1982

AT LAW

No. 82 Civil

Supt.		
Admin.		
Clrk.		
I & M		
Prot.		
Tech.		
Tech		
Interp.		
Tech.		
Tech.		
Maint.		
Kiosk		

AMENDED DECLARATION OF TAKING

I, Oscar L. Chapman, Acting Secretary of the Interior of the United States, acting in such capacity, do hereby make and cause to be filed this Amended Declaration of Taking under and in accordance with an Act of Congress approved February 26, 1931 (46 Stat. 1421; 40 U.S.C. 258a) and Acts supplementary thereto and amendatory thereof, and declare that:

FIRST: (a) The land and water rights hereinafter described are taken pursuant to and under the authority of Title II of an Act of Congress approved June 16, 1933 (48 Stat. 200), an Act of Congress approved April 8, 1935 (49 Stat. 115), an Act of Congress approved June 22, 1936 (49 Stat. 1808), an Act of Congress approved June 29, 1939 (Pub. No. 47, 76th Congress), Executive Order No. 6252 dated August 19, 1933, Executive Order No. 6983 dated March 6, 1935, Executive Order No. 7027 dated April 30, 1935, Executive Order No. 7028 dated April 30, 1935, Executive Order No. 7064 dated June 7, 1935, and Executive Order No. 7496 dated November 14, 1936.

(b) The said land and water rights hereinafter described have

WHITE SANDS D.7

L1425

been selected by me for acquisition by the United States for use in connection with the White Sands Project of the National Park Service, Department of the Interior, and is required for immediate use.

(c) In my opinion, it is necessary, advantageous, and in the interest of the United States that said land and water rights be acquired by judicial proceedings as authorized by an Act of Congress approved August 1, 1888, and Acts supplementary and amendatory thereof (25 Stat. 357; 40 U.S.C. 257, 258.),

(d) The public used for which said land and water rights are taken are as follows:

The land and water rights are necessary for use in connection with the White Sands Project, a National Park Project, which contemplates the establishment of a public park and recreational area for the conservation of natural resources, the prevention of soil erosion, forestation and reforestation, the preservation of scenic beauty, the building of foot trails, roadways, cabins, shelters, and other structures and improvements necessary and appropriate to provide public facilities for picnicking, camping, fishing and other recreational activities, and the protection and development of other lands of the United States adjacent to and intermingled with the land hereinafter described; and the aforesaid construction of useful public improvements thereon will afford relief, work relief, and will reduce and relieve unemployment.

SECOND: Pursuant to law, I have selected for acquisition for the purposes of the foregoing Acts of Congress the following described land and water rights:

Tract No. 3.

That tract of land known as Tract No. 3 of the White Sands Project, situate in Otero County, State of New Mexico, Township 16 South, Range 10 East of the New Mexico Principal Meridian, and more particularly described as follows:

The South half of the Northwest quarter and the Southwest quarter and the West half of the Southeast quarter of Section 31; also the North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 36, all in Township 16 South, Range 10 East of the New Mexico Principal Meridian, containing 440 acres, more or less, excepting, however, [illegible] in or upon the said tract of land.

[illegible] title and interests in and [illegible] canyon adjacent to

the above described land and in and to the ditches and canals used to divert said waters, in and leading from said Dog Canyon, in the said County of Otero, State of New Mexico.

TOGETHER with all and singular the water rights and other rights, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, with the exception of the mineral rights in the said tract of land.

THIRD: The estate taken for said public uses is the full fee simple title thereto of the land hereinabove described, with the exception of the mineral rights in the said tract of land, together with full right, title and interest in and to the water rights in Dog Canyon adjacent to said hereinabove described land.

FOURTH: The sum estimated by me as just compensation for said land, with all buildings and improvements thereon and all appurtenances thereunto belonging, and including any and all interest whatsoever to the hereinabove described land, excepting the hereinabove described mineral rights, and the hereinabove described water and water rights is THREE THOUSAND and no/100 DOLLARS ($3000.00) which sum I hereby deposit in the Registry of this Court for the use and benefit of the parties entitled thereto. I am of the opinion that the ultimate award for said land will probably be within the limits of allocations and allotments made and provided for the purchase of said land.

IN WITNESS THEREOF, I have signed this Amended Declaration of Taking, and caused the seal of the Department of the Interior to be hereto affixed on this 26thday of August, A. D., 1939, in the City of Washington, District of Columbia.

(Imprint of Department of Interior Seal)

Oscar L. Chapman
Assistant Secretary of the Interior
of the United States of America.

White Sands Project
Tract No. 3

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF NEW MEXICO

UNITED STATES of AMERICA, Petitioner v. 440 Acres, More or Less, of Land Situate in Otero County, State of New Mexico, and J. L. Lawson, et al., Defendants.	
In the matter of the acquisition by the United States of America of certain land situate, lying and being in Otero County, State of New Mexico, for use in connection with the White Sands Recreational Demonstration Area of the National Park Service, United States Department of the Interior.	AT LAW No. _____

DECLARATION OF TAKING

I, Oscar L. Chapman, Assistant Secretary of the Interior of the United States, acting in such capacity, do hereby make and cause to be filed this Declaration of Taking under and in accordance with an Act of Congress approved February 26, 1931 (46 Stat. 1421; 40 U. S. C. 258a) and Acts supplementary thereto and amendatory thereof, and declare that:

FIRST: (a) The land hereinafter described is taken pursuant to and under the authority of Title II of an Act of Congress approved June 16, 1933 (48 Stat. 200), an Act of Congress approved April 8, 1935 (49 Stat. 115), an Act of Congress approved June 22, 1936 (49 Stat. 1608), an Act of Congress approved June 29, 1937 (Pub. No. 47, 75th Congress), Executive Order No. 6252 dated August 19, 1935, Executive Order No. 6983 dated March 6, 1935, Executive Order No. 7027 dated April 30, 1935, Executive Order No. 7028 dated April 30, 1935, Executive Order No. 7064 dated June 7, 1935, and Executive Order No. 7496 dated November 14, 1936.

(b) The said land hereinafter described has been selected by me for acquisition by the United States for use in connection with the White Sands Project of the National Park Service, Department of the Interior, and is required for immediate use.

(c) In my opinion, it is necessary, advantageous, and in the interest of the United States that said land be acquired by judicial proceedings as authorized by an Act of Congress approved August 1, 1888, and Acts supplementary and amendatory thereof (25 Stat. 357; 40 U. S. C. 257, 258).

(d) The public uses for which said land is taken are as follows:

The land is necessary for use in connection with the White Sands Project, a National Park Project, which contemplates the establishment of a public park and recreational area for the conservation of natural resources, the prevention of soil erosion, forestation and reforestation, the preservation of scenic beauty, the building of foot trails, roadways, cabins, shelters, and other structures and improvements necessary and appropriate to provide public facilities for picnicking, camping, fishing and other recreational activities, and the protection and development of other lands of the United States adjacent to and intermingled with the land hereinafter described; and the aforesaid construction of useful public improvements thereon will afford relief, work relief, and will reduce and relieve unemployment.

SECOND: Pursuant to law, I have selected for acquisition for the purposes of the foregoing Acts of Congress the following described land:

Tract No. 3

That tract of land known as Tract No. 3 of the White Sands Project, situate in Otero County, State of New Mexico, Township 18 South, Range 10 East of the New Mexico Principal Meridian, and more particularly described as follows:

The South half of the Northwest quarter and the Southwest quarter and the West half of the Southeast quarter of Section 21; and the North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 28, all in Township 18 South, Range 10 East of the New Mexico Principal Meridian, containing 440 acres, more or less.

Together with the full right, title and interests in and to all waters and water rights of Dog Canyon adjacent to the above described land and in and to the ditches and canals used to divert said waters, in and leading from said Dog Canyon, in the said County of Otero, State of New Mexico.

TOGETHER with all and singular the water rights and other rights, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

THIRD: The estate taken for said public uses is the full fee simple title thereto of the land hereinabove described, together with full right, title and interest in and to the water rights in Dog Canyon adjacent to said hereinabove described land.

FOURTH: The sum estimated by me as just compensation for said land, with all buildings and improvements thereon and all appurtenances thereunto belonging, and including any and all interest whatsoever to the hereinabove described land and the hereinabove described water and water rights is THREE THOUSAND and no/100 DOLLARS ($3,000.00), which sum I hereby deposit in the Registry of this Court for the use and benefit of the parties entitled thereto. I am of the opinion that the ultimate award for said land will probably be within the limits of allocations and allotments made and provided for the purchase of said land.

IN WITNESS WHEREOF, I have signed this Declaration of Taking and caused the seal of the Department of the Interior to be hereto affixed on this 9th day of June, A. D., 1939, in the City of Washington, District of Columbia.

Assistant Secretary of the Interior
of the United States of America.

00-00-0000: petition for condemnation: white sands project tract no. 3

White Sands Project
Tract No. 3

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF NEW MEXICO

UNITED STATES of AMERICA, Plaintiff v. 440 Acres, More or Less, of Land Situate in Otero County, State of New Mexico, and J. L. Lawson, et al., Defendants.	)	AT LAW No. _____

PETITION FOR CONDEMNATION

TO THE HONORABLE , JUDGE OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO:

The petition of the United States of America, a sovereign, brought by Everett M. Grantham, United States Attorney in and for the District of New Mexico, acting under the instructions of the Attorney General of the United States and at the request of the Secretary of the Interior of the United States, respectfully alleges:

FIRST: That pursuant to the provisions of Title II of an Act of Congress approved June 16, 1933 (48 Stat. 200), an Act of Congress approved April 8, 1935 (49 Stat. 115), an Act of Congress approved June 22, 1936 (49 Stat. 1608), an Act of Congress approved June 29, 1937 (Public No. 47, 75th Congress), Executive Order No. 6252 dated August 19, 1933, Executive Order No. 6965 dated March 6, 1935, Executive Order No. 7027 dated April 30, 1935, Executive Order No. 7028 dated April 30, 1935, Executive Order No. 7064 dated June 7, 1935, and Executive Order No. 7496 dated November 14, 1936, the Secretary of the Interior of the United States is authorized to acquire the lands hereinafter described for the purposes of Title II of the Act of Congress approved June 16, 1933, and the Act of Congress

approved June 29, 1937, including the use of the land for the White Sands Project, a National Park Project.

SECOND: That pursuant to the provisions of Title II of the Act of Congress approved June 16, 1933 (48 Stat. 200), Executive Order No. 6252 and Executive Order No. 7064, the Federal Emergency Administrator of Public Works, acting under the direction of the President, prepared a comprehensive program of public works with the concurrence of the Special Board of Public Works, which program included the acquisition of the land hereinafter described in Otero County, State of New Mexico, for the conservation of natural resources, the prevention of soil erosion, forestation and reforestation, the preservation of scenic beauty, the building of foot trails, roadways, cabins, shelters and other structures and improvements necessary and appropriate to provide public facilities for picnicking, camping, fishing and other recreational activities, and the protection and development of other lands of the United States adjacent to and intermingled with the lands hereinafter described; and money appropriated for the purposes and under the terms of the foregoing Acts of Congress has been duly allocated to the Secretary of the Interior for the acquisition of said land, and by Executive Order No. 7496 the Secretary of the Interior, acting under the direction of the President, has been designated as the acquiring authority for this purpose on behalf of the United States.

THIRD: That the Secretary of the Interior, pursuant to law, has ascertained that the following land is necessary for the purposes of said Acts and for use in connection with the White Sands Project, and that the development of the said lands and the aforesaid construction of the useful public improvements thereon will afford relief, work relief and will reduce and relieve unemployment.

FOURTH: That J. L. Lawson, in writing, offered to sell to the United States of America the hereinafter described land, in fee simple, together with the full right, title and interest in and to the water rights in Dog Canyon adjacent to said hereinafter described land, for the sum of $3,000.00 for the tract as a whole and sub-water rights, including all improvements, and together

with all rights, easements and appurtenances thereunto belonging, which offer was exercised and accepted by the United States of America, and that this offer contained the following provision:

> "It is understood and agreed that, if the Attorney General determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the compensation to be claimed by the owners, and the award to be made for said lands, in said proceedings shall be upon the basis of the purchase price herein provided."

FIFTH: That pursuant to the provisions of the foregoing Acts of Congress and Executive Orders and pursuant to the provisions of an Act of Congress approved August 1, 1888 (25 Stat. 357), the Secretary of the Interior of the United States has determined and is of the opinion that it is useful, proper, necessary, advantageous and in the interest of the United States to acquire title in fee simple to the land hereinafter described by condemnation under judicial process, and has made application to the Attorney General of the United States to cause such proceedings to be commenced, in pursuance of which application the Attorney General has instructed and directed the United States Attorney for the District of New Mexico to institute these proceedings.

SIXTH: That pursuant to law the Secretary of the Interior of the United States has ascertained and selected for acquisition for the purposes of the foregoing Acts of Congress the following described land:

Tract No. 3

That tract of land known as Tract No. 3 of the White Sands Project, situate in Otero County, State of New Mexico, Township 18 South, Range 10 East of the New Mexico Principal Meridian, and more particularly described as follows:

The South half of the Northwest quarter and the Southwest quarter and the West half of the Southeast quarter of Section 21; and the North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 28, all in Township 18 South, Range 10 East of the New Mexico Principal Meridian, containing 440 acres, more or less.

Together with the full right, title and interests in and to all waters and water rights of Dog Canyon adjacent to the above described

land and in and to the ditches and canals used to divert said waters, in and leading from said Dog Canyon, in the said County of Otero, State of New Mexico.

TOGETHER with all and singular the water rights and other rights, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

SEVENTH: That in the opinion of the Secretary of the Interior of the United States ample appropriated money is available for the payment of any award or awards which may be rendered as just compensation in this proceeding for said land.

EIGHTH: That the names of all persons known to have or claiming to have any interest in said land as disclosed by the records of Otero County, State of New Mexico, and other sources of inquiry available to the petitioner are as follows:

J. L. Lawson of Alamagordo, New Mexico;
Oliver M. Lee;
Winnie Lee, wife of said Oliver M. Lee;
Thomas J. Knight;
A. J. Smith;
A. M. Jackley;
F. Corp;
Helen A. Corp, wife of said F. Corp;
George T. Kimple;
Mary A. Kimple, wife of said George T. Kimple;
R. G. Mullin
Madeline D. Mullin, wife of said R. G. Mullin;
Mott Gleason;
R. R. Wade;
Otero County Irrigation Company, a corporation;
J. L. Stewart of 414 E. P. & S. W. Bldg., El Paso, Texas;
J. K. Use, Mexia, Texas;
George J. Harris of 918 Mills Building, El Paso, Texas;
James Madison of Alamagordo, New Mexico;
H. S. Stark of Alamagordo, New Mexico;
John B. Stark of Alamagordo, New Mexico;
Eva Robinson of Valmont, New Mexico;
R. E. Rupard of Valmont, New Mexico;
E. E. Coppernoll of Valmont, New Mexico;
Ed Billups of Valmont, New Mexico;
B. M. Hudman of Valmont, New Mexico;
Commissioner of Public Lands of State of New Mexico;
State Engineer of the State of New Mexico;
County Treasurer or Tax Collector of Otero County, New Mexico;
Any and all unknown owners or persons unknown having or claiming to have any right, title, interest, lien, encumbrance or claim of any kind in or against said land.

NINTH: That the petitioner avers that reasonable diligence has been used to ascertain the names of all parties interested in said land and such parties have been impleaded herein by name or other appropriate designation or description and all other persons have been impleaded as unknown owners.

WHEREFORE, the premises considered and to the end that all of the land described in this petition may be acquired by the United States in fee simple absolute, free and clear of all liens and encumbrances, the petitioner prays this Honorable Court:

1. To cite the owners and other persons interested in the lands described in this petition and the parcels lots and portions of lots constituting the same, to appear in this Court at a time to be fixed by the Court to answer this petition;

2. To appoint competent commissioners or a jury to appraise and determine the value of said property in accordance with the law and the statutes in such cases made and provided and make a separate assessment and award of damages for each parcel hereinbefore described, with separate items showing the damages allowed for the land and buildings, and to fix the time of their first meeting and to prescribe their compensation;

3. To take such action and pass such orders, decrees, and judgments as may be necessary or proper fully to effect the objects of the aforesaid Acts of Congress, and to cause the lands described in this petition to be condemned and taken by the United States of America, and the absolute and unqualified title in fee simple therein, free from all liens, encumbrances, charges, servitudes, restrictions and covenants whatsoever, to vest in the United States of America, in the event that upon confirmation of the report of the Commissioners or the verdict of a jury herein, the Secretary of the Interior (if he thinks the public interests require it and believes the value fixed by said Commissioner or jury to be reasonable and satisfactory to him) shall cause payment to be made out of the moneys appropriated by the Congress, according to the award of the Commissioners and (or) the judgment of this Honorable Court, into the Registry of the Court;

4. To grant such other and further relief as the nature of the case may require.

Dated this ____ day of _____, 19 ____.

THE UNITED STATES of AMERICA,

By: _____
United States Attorney for the
District of New Mexico.

Letter of Transfer

From: The Department of the Air Force

To: The Department of the Interior, National Park Service

WHEREAS, for over forty years the Department of the Interior and the Department of the Air Force have cooperated in the development, management, and maintenance of water supplies for White Sands National Monument and Holloman Air Force Base; and,

WHEREAS, the Department of the Interior owns a parcel of land and appurtenant surface and ground water rights that were acquired specifically for sources of water supply for White Sands National Monument; and,

WHEREAS, since 1956 White Sands National Monument has received water service from Holloman Air Force Base; and,

WHEREAS, the United States Congress has authorized the transfer of the parcel of land to the State of New Mexico for use as part of Oliver Lee Memorial State Park; and,

WHEREAS, the Department of the Air Force has a long-standing interest in developing the water rights associated with the parcel of land for a source of water for the water supply system for Holloman Air Force Base and White Sands National Monument; and,

THEREFORE, the Department of Interior, in consideration of assurances from the Department of the Air Force regarding the continuation of water service to White Sands National Monument, has agreed to reserve the water rights from the conveyance to the State of New Mexico and transfer them to the Department of the Air Force.

The United States Air Force (USAF) hereby accepts, on behalf of Holloman AFB, New Mexico, transfer from the Department of the Interior (DOI) of all water rights and water property interests, rights, permits, licenses, easements, and appurtenances acquired by the DOI by way of a judgment of condemnation issued by the U.S. District Court for the District of New Mexico in Case No. 82 (Civil) on February 29, 1940, pertaining to the 440 acre parcel located in T18S, R10E, New Mexico Principal Meridian (NMPM); including, but not limited to the following water rights more specifically described in a notice of appropriation filed in Otero County by Oliver Lee claiming 200 miners inches with a priority date of 1893 for the Dog Canon Ditch, a State of New Mexico License No. 386, dated June 29, 1912; and a State of New Mexico License No. 1193, dated September 1, 1921, all located in the area known as Dog Canyon, Otero County, New Mexico; copies of which are attached hereto and incorporated herein by reference.

Article 1 - Purpose and Nature of Action. On the basis of the authorizing legislation, the property included within this transfer is not excess property of the DOI as defined by the Federal Property

and Administrative Services Act of 1949 and implementing regulations issued under Title 41 of the Code of Federal Regulations. Therefore, General Services Administration disposal procedures are not applicable. The property is being assigned by the DOI to USAF, as a congressionally authorized change of function and agency responsibility for the aforementioned water rights on behalf of Holloman AFB and White Sands National Monument. Accordingly, this assignment is not subject to the requirements of 10 U.S.C. § 2662, which pertains to military properties.

Article 2 - Description of Property and Project Maps. Legal documents describing the transferred water rights are contained within Exhibit A and are incorporated herein by reference.

Article 3 - Acreages and Interests Acquired and Herein Assigned. The following water rights have been reserved by DOI: all water rights and water property interests, rights, permits, licenses, easements, and appurtenances acquired by the DOI by way of a judgment of condemnation issued by the U.S. District Court for the District of New Mexico in Case No. 82 (Civil) on February 29, 1940, pertaining to the 440 acre parcel located in T18S, R10E; including, but not limited to the following water rights more specifically described in a notice of appropriation filed in Otero County by Oliver Lee claiming 200 miners inches with a priority date of 1893 for the Dog Canon Ditch, a State of New Mexico License No. 386, dated June 29, 1912; and a State of New Mexico License No. 1193, dated September 1, 1921.

Article 4 - Effective Date of Transfer. This Letter of Transfer shall be effective when executed by the transferring agency.

Article 5 - Possession, Accountability, and Transfer of Deeds and Title Papers. The premises have already been made available to USAF for operations and maintenance purposes. Accountability records, permits, licenses, deeds, and other related title papers will be transferred from DOI to USAF as soon as practical upon execution of this instrument.

Article 6 - Encumbrances and Reservations. The fee simple title of land herein has been transferred from DOI to the State of New Mexico to operate continuously as a State Park, with a proper reservation of said water rights and associated easements. A draft of the document evidencing said transfer appears in Exhibit B attached hereto and is incorporated by reference herein.

Article 7 - Interagency Agreement for Water Support to Remain in Effect Indefinitely. There exists an interagency support agreement between the USAF and DOI, wherein Holloman AFB provides water supply to the White Sands National Monument. The USAF and DOI hereby agree to amend said interagency support agreement in order to extend it indefinitely under the terms specified thereunder. A draft of the aforesaid amended support agreement is attached hereto in Exhibit C and is incorporated herein by this reference.

Article 8 - Reverter Provision and Grant of Right of First Refusal. The USAF hereby grants to the DOI the right of first refusal and agrees to reassign said water rights and associated easements contained under this transfer agreement to the DOI in the event Holloman AFB closes as a

military or reserve military installation.

NOW THEREFORE, in consideration of the foregoing premises, I hereby approve and deliver this Letter of Transfer and cause all of the property, facilities, rights, and interests enumerated above and listed within Exhibit A attached hereto and by this reference incorporated herein, to be assigned to the USAF for use by Holloman AFB and, pursuant to an interagency support agreement, by White Sands National Monument.

DATED this 18th day of December, 1998.

DEPARTMENT OF THE INTERIOR

John W King

Act · Regional Director, Intermountain Region,
National Park Service

The transfer of the above mentioned water rights and water, along with the associated easements, permits, licenses, and improvements from the National Park Service is hereby accepted by the United States Air Force.

For the United States Air Force
Date: May 26, 1999

Territory of New Mexico §
County of Otero § ss

OLIVER M. LEE, being first duly sworn, on his oath says that he has heretofore constructed a ditch running from near the mouth of Dog Canon in Otero County, New Mexico, and appropriated a portion of the waters of Dog Canon thereby. That said ditch was commenced and finished by him in the month of December 1893, from the head gate thereof for a distance of about a mile and a quarter, to a point indicated as station No. 23 on the map hereto attached, and on the first of Ma rch, 1906, he commenced to construct an extension of said ditch from said point so indicated on said map as station No. 23, and is now continuing in the construction thereof to the end of said ditch as shwe shown and represented on said map, and he makes the following statement with referene thereto.

1. The name of such ditch is the DOG CANON DITCH.

2. The point at which the head gate thereof is situated is north thirty four degrees ten minutes (34° 10') west, twenty four thousand, two hundred and sixty one, (24,261) feet from the south west corner of twonship eighteen (18) south, range eleven (11) east, New Mexico Principal Meridian and is unsurveyed public domain.

3. The size of said ditch from the head gate to the said station 23 , as now constructed, is two (2) feet in width by eighteen (18) inches in depth, and the carrying capacity of the same was, when constructed and now is, to the point where the same is completed, two hundred (200) inches; and the same shall be (2) feet in width and eighteen (18) inches in depth from the end of the pesent construction to the end of the said line,

EXHIBIT A-1

shown on the map hereto attached; and the carrying capacity of the same, from the end of such construction, shall be equal to the present carrying capacity when constructed and shall be two hundred (200) inches of water.

4. That the line of said ditch, as at present constructed, from the head gate thereof to said station 23, as shown on said map, and the line of the same from the present construction to the end of such ditch so to be constructed is correctly indicated on the attached map and is as follows:

Beginning at a point marked "0" on the map hereto attached situated on unsurveyed land and distant north thirty four degrees ten minutes west (34°10'W.) twenty four thousand, two hundred and sixty one (24,261) feet from the southwest corner of section thirty one (31) township eighteen south, range eleven (11) east, N.M.PM. & B. thence south sixty six degrees, forty minutes west (S.66° 40') one hundred and twenty and seventy eight one hundredths (120.78) feet to station One; thence eleven degrees ten minutes (11° 10') left, seventy three and twenty six one hundredths (73.26) feet to station two; thence nine degrees thirty minutes (9°30') left, one hundred and seventy one and sixty one hundredths (171.60 feet to station three; thence two degrees (2°) left one hundred and sixty six and sixty eight one hundredths (166.68) feet to station four; thence twenty three degrees thirty minutes (23°30') right, seventy two and sixty one hundredths (72.60) feet to station five; thence three degrees, thirty minutes (3° 30') right, seventy two and sixty one hundredths (72.60 feet to station six; thence twenty seven degrees (27°) left, one hundred and seven and fifty eight one hundredths (107.58) feet to station seven; thence sixteen degrees, thirty minutes (16°30') left, two hundred and five and twenty six one hundredths (205.26) feet to station eight; thence ten (10) degrees right, one hundred sixty three and sixty eight one hundredths (163.68) feet to station

nine; thence twenty five degrees (25°) left, two hundred and forty two and twenty one one hundredths (242.22) feet to station ten; thence one degree (1°) right, two hundred and twenty seven and four one hundredths (247.04) feet to station eleven; thence forty one degrees thirty minutes (41°30') right, one hundred and two and thirty one-hundredths (102.30) feet to station twelve; thence twenty two degrees thirty minutes (22°30') left, one hundred and fifty one and eighty one-hundredths (151.80) feet to station thirteen; thence six degrees (6°) left, four hundred and seventy eight and fifty one hundredths (478.50) to station fourteen; thence twenty degrees thirty minutes (20°30') right, three hundred and eighty six and ten one hundredths (386.10) feet to station fifteen; thence fourteen degrees (14°) left, three hundred and thirty (330) feet to station sixteen; thence six degrees (6°) left, one hundred and sixty one and seventy one-hundredths (161.70) feet to station seventeen; thence eighteen degrees thirty minutes (18°30') right, nine hundred and ninety three and thirty one-hundredths (993.30) feet to station eighteen thence one degree (1°) left, one hundred and eighty four and eighty one-hundredhts (184.80) feet to station nineteen; thence two degrees (2°) right, five hundred and fifty-one and ten one hundredths (551.10) feet to station twenty; thence twelve degrees thirty minutes (12°30') left, five hundred and seventy five and fifty-two one-hundredths (575.52) feet to station twenty one; thence three degrees (3°) left two hundred and fourteen and fifty one-hundredths (214.50) feet to station twenty two; thence two degrees (2°) left, six hundred and twenty seven (627) feet to station twenty three ; thence thirty two degrees (32°) left, thirteen hundred and seventy two and eighty one-hundredths (1372.80 feet to station twenty four; thence seven degrees (7°) left, five hundred and ninety and four one-hundredths (590.04) feet to station twenty five; thence nineteen degrees (19°) left one

hundred and twenty and twelve one hundredths feet to station twenty six; thence three degrees thrity minutes (3°30') left, two hundred and ninety five and sixty eight one hundredths (295.68) feet to station twenty seven; thence two degrees (2°) left three hundred and twenty seven and thirty six one-hundredtths (327.36 feet to station twenty eight; thence five degrees thirty minutes (5°30') left, two hundred and ninety seven (297) feet to station twenty nine; thence one degree (1°) right, five hundred and and thirty four and sixty one-hundredths (534.60) feet to station thirty; thence fifteen degrees thirty minutes (15°30') right, three hundred and thirty one-hundredths (300.30) feet to station thirty one; thence forty one degrees thirty minutes (41°30') right, one hundred and five and sixty one-hundredths (105.60) feet to station thirty two; thence seventy seven degrees (77°) right, eleven hundred and ninety three and ninety four one hundredths (1193.94) feet to station thirty three thence ninety degrees (90°) left, thirteen hundred and twenty (1320) feet to station thirty four; thence ninety degrees (90°) right, thirteen hundred and twenty (1320) feet to station thirty five; thence ninety degrees (90°) left, thirteen hundred and twenty (1320) feet to station thirty six; thence ninety degrees (90°)right, seventy one hundred and twenty eight (7128) feet to station thirty seven; thence forty one degrees (41°) right, seven hundred and nine and fifty one hundredths (709.50) feet to station thirty eight; thence seven degrees thirty minutes (7°30') left, eight hundred and fifteen and ten one-hundredths (815.10) feet to station thirty nine; thence three degrees (3° right, seven hundred and two and ninety one-hundredths (702.90) feet to station forty; thence forty degrees, thirty minutes (40° 30') left, three hundred and forty seven and sixteen one-hundredths (347.16) feet to station forty one; thence fifteen degrees, fifty five minutes (15°55') right, eighteen hundred and ten (1810)

feet to station forty two, corresponding to point marked thirty (30- on the San Andreas ditch and situated north seventy degrees thirty seven minutes west (N.70° 37') thirty one thousand one hundred and forty (31,140) feet from the southwest corner of section thirty one (31) township eighteen (18) south, range eleven (11) east, N.M.P.M.& B. a length of five and one hundred and twelve thousandths (5.112) miles.

5. That work was commenced on such ditch as at present constructed in the month of December, 1893, and work had been commenced by him in the construction of such ditch from such station No. 23. as represented on the attached map, on the first day of March 1906 , and is now being continued and will be continued until the completion of such ditch as shown on said map.

6. That the name of the owner of such ditch is OLIVER M. LEE

7. That the map hereto attached is a correct map and shows the route of such ditch from said head gate down to station No. 23 as now constructed, and the route which the same will occupy when constructed from suchstation 23 to the end of such ditch

8. That there will be no increased carrying capacity of such ditch by the continuation of the construction of the same.

Notice is therefore given by the said OLIVER M. LEE of His claim to the ownership of the waters of said Dog Canon heretofore appropriated and carried through such ditch to the full extend of the carrying capacity thereof, both for such ditch as at present constructed and when the same shall be completed in accordance with said map.

Sgd. Oliver M. Lee.

Subscribed and sworn to before me
this 23rd. day of April A.D.1906.

(Seal) H. H. Major,
Notary Public for Otero County, N.M.

Filed for record April 23.1906 at 9 a.m.
Recorded in Deed Record No. 25 pages 104;105 and 106.
Records of Otero Cunty, New Mexico.

C O P Y

State of New Mexico

License to appropriate Water

Recorded in Book D, Page 386 Refers to Permit No. 386

Whereas, John B. Stark, for Stark & Madison, has actually made application to beneficial use of 3.2 sec. ft. of water through the canal as constructed for diversion under permit No. 386 for irrigation of the following described lands being in Township eighteen, County of Otero, New Mexico, to-wit:

James Madison 140 acres, NW¼NE¼, Sec. 17, SW¼SE¼N½SE¼ Sec. 8, T. 18 W., R. 10 E., H. S. Stark 180 acres, W½NE¼NW¼ Sec. 17, T. 18 S., R. 10 E.
Total of 320 acres irrigated.

If for other purposes state for what:

Now, therefore I, Charles D. Miller, State Engineer under the provisions of the Irrigation Law of 1907, issue this license to John B. Stark for Madison & Stark, of Alamogordo, County of Otero, New Mexico, to use the same for the above stated purposes and can be changed only as provided by law.

Date of application for permit to appropriation was 10th day of February, 1910.

In testimony whereof, I, Charles D. Miller, State Engineer of New Mexico, have hereunto set my hand this 29th day of June, A. D., 1912.

(Signed) Charles D. Miller,
State Engineer.

Seal:

EXHIBIT A-2

STATE OF NEW MEXICO
Office of State Engineer

LICENSE TO APPROPRIATE WATER

License No. 1193 - Book "H" - Refers to Permit 1193
Priority Date - June 11, 1919.

WHEREAS, on the nineteenth day of July, A. D. 1918 Eva Robinson, R. E. Rupard, E. E. Coppernoll, Ed Billups and B. M. Hudman, of Valmont, County of Otero, State of New Mexico, duly made application 1193 for a permit to divert one hundred (100) cubic feet per second of the flood waters of Dog Canyon Arroyo in Otero County, State of New Mexico, for irrigatinn and domestic purposes; which was duly approved June 25th A. D. 1919 for twenty-six hundred forty (2640) acre feet, and

WHEREAS, on the eleventh day of August, A. D. 1921, Eva Robinson, R. E. Rupard, E. E. Coppernoll, the holders of said permit duly made proof of the completion of adequate works for the diversion of said waters, as evidenced by the Certificate of Constructinn issued this first day of September, A. D. 1921, and

WHEREAS, on the eleventh day of August, A. D. 1921, Eva Robinson, R. E. Rupard and E. E. Coppernoll, the holders of said permit duly made proof of the actual application to beneficial use of a total of fifteen hundred sixty (1560) acre feet of water in connection with which the required inspection was made and report thereon duly executed by L. N. Jones and filed August 22, A. D. 1921,

EXHIBIT A-3

suggesting the issuance of a final license for three (3) acre feet of water per acre net per annum.

NOW, THEREFORE, I, Charles A. May, State Engineer of the State of New Mexico, by virtue of the authority vested in me by the laws of the State of New Mexico, do hereby grant to Eva Robinson, R. E. Rupard and E. E. Coppernoll, of Valmont, County of Otero, State of New Mexico, the holders and owners of said permit 1193, a license dating from the filing of publisher's affidavot of publication of notice, June 11, A. D. 1919, to appropriate a total of fifteen hundred sixty (1560) acre feet of water delivered on the land per annum, to be conducted from Dog Canyon, County of Otero, State of New Mexico, and applied as follows, to-wit: A total of five hundred twenty (520) acres actually irrigated thereby:

R. E. Rupard: A total of 120 acres.
5 acres in cultivation in N. E. Cor of NE¼ of SW¼, Sec. 18, T. 18 S. of R. 10E. Grazing lands irrigated 115; 40 acres in S½NW¼ of Sec. 18 and remainder in N½SW¼ of said Sec. 18.

Eva Robinson: A total of 240 acres.
20 acres in cultivation, 14 in NW Cor of S½ of Sec. 13, and 6 acres along the west side of NW¼ of SE¼, Sec. 24, Twp. 18, S. of R. 9 E. 220 acres Grazing land all of S½ of SE¼, Sec. 13, Twp. 18, S. of R. 9. E. except 14 acres described as in cultivation; E½ of NE¼, N½SE¼, of said Sec. 24, except 6 acres mentioned above as in cultivation.

E. E. Coppernoll: A total of 160 acres.
10 acres in cultivation in SE COr of N½ of SW¼, Sec. 24, Twp. 18, S. of R. 9 E. 150 acres of Grazing lands, all of S½ of NW¼ of Sec. 24, the N½, of SW¼ of said Sec. 24, except 10 acres in cultivation mentioned above.

- the same to be used as above stated and may be changed only as provided by law.

In Witness Whereof, I have hereunto set my hand and official seal this first day of September, A. D. 1921.

Chas A. May
State Engineer

D R A F T

QUITCLAIM DONATION DEED

The UNITED STATES OF AMERICA, Grantor, under the authority contained in Section 303(b)(1) of the National Parks and Recreation Act of 1978, Pub. L. No. 95-625, 92 Stat. 3467, 3476, hereby quitclaims to the STATE OF NEW MEXICO, Grantee, all of its right, title, and interest in the following described tract of land in Otero County, New Mexico:

Township 18 South, Range 10 East, New Mexico Principal Meridian,
Sec. 21, S1/2NW1/4, SW1/4, W1/2SE1/4; Sec. 28, NW1/4NE1/4,
N1/2NW1/4. (containing 440.00 acres, more or less)

Said tract is conveyed SUBJECT TO: (1) any oil, gas, or mineral rights of record outstanding in third parties; and (2) existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches, and canals.

The Grantor excepts from this conveyance and reserves unto itself the following rights appurtenant to the above-described property:

1. All surface waters and surface water rights of Dog Canyon appurtenant to the above-described tract of land, including but not limited to the Dog Canyon Ditch, OSE Permit No. 368, and OSE License No. 1193; and the Grantor's interest in the ground water right associated with the Oliver Lee Ranch House well (OSE File No. T-1386). However, the Grantee may continue to use the surface waters and surface water rights described above for recreational purposes and the ground water right associated with the Oliver Lee Ranch House well for domestic purposes until such time as those rights are needed by the Grantor. In that event, upon the Grantor's request, the Grantee shall immediately cease use of those surface waters and surface water rights and of that ground water right.

2. A perpetual easement to use, maintain, improve, relocate, and repair a waterline, electrical transmission line, and access road, all lying within Tract FP, Line A, described as a strip of land 6,001.25 feet in length and 50.00 feet in width, further described in EXHIBIT "A," attached hereto and made a part hereof.

3. A perpetual easement for the purpose of surveying, drilling, constructing, testing, operating, maintaining, and replacing wells, pumps, pipelines, and other facilities needed to explore for and develop ground water pursuant to State law and/or pursuant to the Federal reserved rights doctrine, along with a perpetual easement over, under, and across the above-described tract for the purposes of ingress, egress, and access to and from wells, pumps, pipelines, and other facilities.

EXHIBIT B

IN WITNESS WHEREOF, the said Grantor, through its duly appointed officer, has hereunto set hand and seal this 11th day of December, 1998.

UNITED STATES OF AMERICA

Bradley K. Flint, Acting Chief
Land Resources Program Center
Intermountain Region
National Park Service
Department of the Interior

Accepted pursuant to NMSA 1978, 16-2-13 (1987) this 15th day of December 1998.

STATE OF NEW MEXICO

Jennifer A. Salisbury
Cabinet Secretary
New Mexico Energy, Minerals and
Natural Resources Department

ACKNOWLEDGMENTS

State of New Mexico)
) ss.
County of Santa Fe)

Before me, the undersigned authority, on this day personally appeared BRADLEY K. FLINT, Acting Chief, Land Resources Program Center, Intermountain Region, National Park Service, Department of the Interior of the United States of America, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed.

Given under my hand and seal on this 11th day of December, 1998.

My Commission expires:

06-05-2000
(Seal)

Glenna F. Vigil
Notary Public

OFFICIAL SEAL
GLENNA F. VIGIL
NOTARY PUBLIC • STATE OF NEW MEXICO
Notary Public Filed with Secretary of State
My Commission Expires 06-05-2000

State of)
) ss.
County of)

Before me, the undersigned authority, on this day personally appeared JENNIFER A. SALISBURY, Cabinet Secretary of the New Mexico Energy, Minerals and Natural Resources Department, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein expressed.

Given under my hand and seal on this 15th day of December, 1998.

My Commission expires: May 28, 2002

(Seal)

Angela Trujillo
Notary Public

TRACT NO. FP ACREAGE: 6.89

Line "A"

A strip of land situate within the W½W½SW¼NW¼, W½SW¼ Section 21 and the N½NW¼ Section 28, Township 18 South, Range 10 East of the New Mexico Principal Meridian, County of Otero, State of New Mexico.

Said strip of land being 6,001.25 feet in length and 50.00 feet in width, parallel to 40.00 feet to the east of and 10.00 feet to the west of and measured at right angles to the following described line:

Commencing at the quarter quarter corner common to Sections 20 and 21, within the NW¼ Section 21, T18S, R10E, thence due east a distance of 10.00 feet to the Point of Beginning, said Point of Beginning being at Sta. 208+33.13;

Thence S 00° 19' 07" E a distance of 2,636.25 feet to a point at Sta. 234+69.38;

Thence S 39° 01' 33" E a distance of 3,365.00± to the Point of Termination, said Point of Termination being on the east-west 1/16 line within the NW¼ Section 28, T18S, R10E.

Said strip of land containing an area of 6.89 acres, more or less.

EXHIBIT "A"

DRAFT

SUPPORT AGREEMENT

1. AGREEMENT NUMBER (Provided by Supplier)	2. SUPERSEDED AGREE NO. (If it replaces another agreement)	3. EFFECTIVE DATE: (MMDDYY)	4. EXPIRATION DATE:
FB4801-96096-018			Indefinite ☒

5. SUPPLYING ACTIVITY	6. RECEIVING ACTIVITY
a. NAME AND ADDRESS 49th Fighter Wing/LGLX 1210 Forty Niner Avenue Holloman AFB, NM 88330-7904	a. NAME AND ADDRESS U.S.Department of the Interior Natl Park Service White Sands National Monument P.O. Box 1086 Holloman AFB, New Mexico 88330-1086
TELE / FAX / EMAIL: DSN 867-3902/Fax DSN 867-3602 SUPPLIER POC: Terry Coyazo	TELE / FAX / EMAIL: RECEIVER POC:
b. MAJOR COMMAND ACC	b. MAJOR COMMAND National Park Service

7. SUPPORT PROVIDED BY SUPPLIER

a. SUPPORT (Specify what, when, where, and how much)	b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
SUPPORT REQUIREMENTS ATTACHED: X	**Total Est Reimbursement** **Total Est Non-Reimbursement:**	$0

8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE: ARTHUR W. PEADON, Lt Col, USAF, Commander, 49CPTS	b. DATE SIGNED	a. COMPTROLLER SIGNATURE:	b. DATE SIGNED
c. APPROVING AUTHORITY		c. APPROVING AUTHORITY	
(1) Typed Name ANDREW S. DICHTER, Colonel, USAF		(1) Typed Name	
(2) Organization 49 FW/CV	(3) Telephone Number DSN 867-5001	(2) Organization	(3) Telephone Number
(4) Signature	(5) Date Signed	(4) Signature	(5) Date Signed

10. TERMINATION (Complete only when agreement is terminated prior to scheduled expiration date.)

a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED

DD FORM 1144, SEP 96 (SAMS 4.1)

EXHIBIT C

DRAFT

11. GENERAL PROVISIONS *(Complete blank spaces and add additaional general provisions as appropriate: e.g., exceptions to pritned provisions, additional parties to this agreement, billing, and reimbursement instructions.)*

a. The receiving components will provide the supplying component projections of requested support. *(Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)*

b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of

49 LSS/LGLX prior to changing or cancelling support.

c. The component providing reimbursable support in this agreement will submit statements of costs to:

49 FW/FMA

d. All rates expressing the unit of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.

e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.

f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

PURPOSE: The purpose of this agreement is to define responsibilities of the 49 FW regarding administrative and logistical support of White Sands National Monument, National Park Service, United States Department of the Interior and memorialize in writing the longstanding cooperative arrangement between Holloman Air Force Base (AFB) and White Sands National Monument in the development, management and maintenance of water supplies. In recognition of the Department of the Interior's transfer of water rights to the Department of the air Force, effective May 26, 1999, term of this support agreement has been made indefinite so as to reasonably assure the continuation of water supply by Holloman AFB to White Sands National Monument.

DESCRIPTION OF TENANT: White Sands National Monument is a unit of the National Park Service, a bureau of the United States Department of the Interior. The Monument consists of approximately 144,000 acres and receives an average of 580,000 visitors per year. The water supplied under this agreement is the sole source of water for the Monument. The Monument staff includes 24 permanent and 13 temporary employees.

MISSION STATEMENT: The mission of White Sands National Monument is to preserve and protect the superlative geologic values of the worlds largest surface deposit of gypsum dunes, and to provide the use of this resource by the visiting public.

ADDITIONAL GENERAL PROVISIONS ATTACHED: X

12. SPECIFIC PROVISIONS *(As approriate: e.g., location and size of occupied facilites, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and critiera for measurement/reimbursement of unique requirements.)*

BUILDING /FACILITIES: None assigned at Holloman AFB.

Headquarters: Visitor Center/Administrative Building
Public Restroom
Maintenance Buildings (2)
Fuel Storage Building
Paint Storage Building
Metal Storage Buildings (3)
Employee Residences (4)
Residence Mobile Homes (2)
Entrance Structures (3)

Picnic Loop: Contact Station (Block Construction)
Vault Toilets (Wood Construction) (10)

49 CES/CC Coord:_____
HOWARD E. MOFFIT
Deputy Base Civil Engineer

DISTRIBUTION: HQ ACC/LGXFA - 1
49 LSS/LGLX 15
TENANT 3

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: X

DD FORM 1144, SEP 96 *(SAMS 4.1)*

DRAFT

Specific Provisions
Non-Standard

Agreement Nbr **FB4801-96096-018**

FINANCE **Finance and Accounting**

Supplier will:
1. Provide accounting and finance services. Act as disbursing and collecting agent for all reimbursable services provided to Receiver.

Receiver will:
1. Provide Supplier accounting and finance with fund cite for services provided, either by direct fund cite or reimbursement.

FIRE **Fire Protection**

Supplier will:
1. Provide one fire prevention inspection of buildings at White Sands National Monument per year.
2. Fire Protection Branch personnel and equipment will be made available to provide fire suppression support at White Sands National Monument consistent with Holloman flying mission.
3. Priority consideration will be given to Holloman AFB flying mission and support operations prior to fire fighters and equipment being dispatched to support White Sands National Monument fire.
4. Provide fire emergency response when requested.

Receiver will:
1. Comply with Supplier fire prevention directives as long as Receiver directives do not conflict. Provide fire prevention and protection in all areas. Request inspection via 479-5942. Reimburse Supplier for inspection services.
2. Request for support will be made to Holloman AFB Command Post. Reimburse host for support.
3. Comply with Supplier Requirements.
4. Notify Supplier when services are required. Cost will be determined at time of response

REFUSE **Refuse Collection and Disposal**

Supplier will:
1. Provide refuse service.

Receiver will:
1. Request service. Reimburse Supplier.

SUPPLY **Supply Services**

Supplier will:

1. Provide support for ordering and issuing supplies and equipment to include Base Service Store and tool issue.

Receiver will:
1. Request supplies and equipment as needed. Reimburse Supplier.

UTILITIES **Utilities**

Supplier will:
1. Provide water service.

Receiver will:
1. Request services as required. Reimburse Supplier. (Receiver will be billed based on thousands of gallons used per month per meter reading).

Author: Robert Muller at NP-SWRO
Date: 9/30/98 8:33 AM
Priority: Normal
TO: Bill Hansen at NP-WASO-WR, Dennis Vasquez at NP-WHSA, peter_fahmy@ios.doi.gov at NP--INTERNET, Robert Muller
Subject: Re[2]: Proposed additional language for support agreement

PS - Probably the most important point..... I have no problems with with the language changes to the SUPPORT AGREEMENT recommended by Peter.

_____ Reply Separator _____

Subject: Re: Proposed additional language for support agreement
Author: Robert Muller at NP-SWRO
Date: 09/30/1998 8:26 AM

Peter called me back yesterday to explain that this proposed language is intended to be included in the SUPPORT AGREEMENT between WSNM and the 49th Fighter Wing at Holloman AFB. He furnished me a copy of subject agreement.

Peter indicated he would be contacting Mike Cianci for comments on the proposed language changes to the SUPPORT AGREEMENT and the Draft Letter of Water Transfer. He also mentioned that Dennis would be contacting Diana Moya at Holloman AFB to decide who should be signing the Letter of Water Transfer for the USAF.

Dennis, I trust you will have Ms. Moya have her people review the Draft Letter of Water Transfer at the same time she's trying to determine who will sign it.

As you know, our staff sent a copy of the Draft Donation Deed to Diana Moya for USAF review on 9/22/98. Dennis, in your contacts with Diana you might want to confirm that she has Mr. Cianci also review this document.

_____ Reply Separator _____

Subject: Proposed additional language for support agreement
Author: peter_fahmy@ios.doi.gov at NP--INTERNET
Date: 09/29/1998 11:54 AM

See the attached document in Word 6.0 format. Please advise ASAP as to any suggested modifications. Following internal review and approval, I suggest that it be sent to Mike Cianci and Diana Moya for USAF review and comment.

PAF

United States Department of the Interior

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
Land Resources Program Center
P.O. Box 728
Santa Fe, New Mexico 87504-0728

In reply refer to:
L1425(IMLR-S)
WHSA/01-164
SEP 22 1998

RECEIVED
SEP 24 1998
OFFICE OF THE REGIONAL SOLICITOR
DENVER, COLORADO

Ms. Diana N. Moya
Real Property Officer
49 CES/CERR, 550 Tabosa Avenue
Holloman AFB, New Mexico 88330-8458

Reference: Assignment of Federal Water Rights (Dog Canyon), Tract 01-164, White Sands National Monument

Dear Ms. Moya:

On August 26, 1998, Bob Muller from this office enjoyed meeting and discussing the above-referenced subject with you. In working with Peter Fahmy from the Denver Regional Solicitor's Office, we have revised our draft Donation Deed for conveying title on the 440-acre Dog Canyon Tract to New Mexico State Parks. Three reservations to the United States that were discussed at the August 26 meeting were incorporated into the revision, a copy of which is enclosed.

Please have the necessary individuals review the deed to be certain the reservation language adequately meets Air Force needs.

As you know, a second document is being prepared to assign the water rights acquired by the National Park Service to Holloman Air Force Base. When a draft of that document is available, it will be forwarded for review in the same manner.

If you have any questions regarding this matter, feel free to call Mr. Muller at 505-988-6810.

Sincerely,

/s/ BARBARA A. SULHOFF

Barbara A. Sulhoff
Chief, Land Resources Program Center
Intermountain Region

Enclosure

cc:
Superintendent, White Sands, w/c enc.

Mr. Peter A. Fahmy
Solicitor's Office
755 Parfet Street, Suite 151
Lakewood, Colorado 80215, w/c enc.

DRAFT

DONATION DEED

The UNITED STATES OF AMERICA, GRANTOR, under the authority contained in Section 303(b)(1) of the Act of November 10, 1978, 92 Stat. 3467, the White Sands National Monument Establishment Proclamation No. 2025, dated January 18, 1933, 47 Stat. 2551, and the Act of June 6, 1942, 56 Stat. 327, does hereby GRANT, BARGAIN, CONVEY, CONFIRM, RELEASE AND FOREVER QUITCLAIM to the NEW MEXICO STATE PARK AND RECREATION DIVISION, and unto its assigns all of its rights, title, and interest in the following described real estate located in Otero County, New Mexico:

Township 18 South, Range 10 East, New Mexico Principal Meridian,
Sec. 21, S1/2NW1/4, SW1/4, W1/2SE1/4; Sec. 28, NW1/4NE1/4,
N1/2NW1/4. (containing 440.00 acres, more or less)

Said tract is conveyed SUBJECT TO: (1) any oil, gas, or mineral rights of record outstanding in third parties; and (2) existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches, and canals.

TO HAVE AND TO HOLD the above-described premises, together with all the appurtenances thereto pertaining unto the said GRANTEE, and unto its successors and assigns, to the extent of the GRANTOR'S right, title and interest thereto.

The GRANTOR excepts from this conveyance and reserves unto itself the following rights appurtenant to the above-described property:

1. All surface waters and surface water rights of Dog Canyon adjacent to the above-described tract, including but not limited to the Dog Canyon Ditch, Permit No. 368, and License No. 1193; and the ground water right associated with the Oliver Lee Ranch House well (New Mexico State Engineer Wall File No. T-1386). However, the GRANTEE may continue to make beneficial use of the ground water right associated with the Oliver Lee Ranch House well and the surface water rights described above for nonconsumptive uses, including but not limited to such uses as instream flow maintenance, until such time as these rights are needed by the GRANTOR.

2. A perpetual easement to use, maintain, improve, relocate, and repair a waterline, electrical transmission line, and access road, all lying within Tract FP, Line A, described as a strip of land 6,001.25 feet in length and 50.00 feet in width, further described in EXHIBIT "A," attached hereto and made a part thereof.

3. A perpetual easement for the purpose of surveying, drilling, constructing, testing, operating, maintaining, and replacing wells, pumps, pipelines, and other facilities needed to explore for and develop ground water pursuant to State law and/or pursuant to the Federal reserved rights doctrine, along with a perpetual easement over, under, and across the above-described tract for the purposes of ingress, egress, and access to and from wells, pumps, pipelines, and other facilities.

IN WITNESS WHEREOP, the GRANTOR, through its duly appointed officer, has hereunto set hand and seal.

Signed and dated this _____ day of _____, 1998.

UNITED STATES OF AMERICA

_____
Barbara A. Sulhoff, Chief
Land Resources Program Center
Intermountain Region
National Park Service
Department of the Interior

ACKNOWLEDGMENT

State of)
) ss.
County of)

On this day personally appeared before me, the undersigned Notary Public within and for the County and State aforesaid, duly commissioned and acting, the within named BARBARA A. SULHOFF, to me known and by me duly sworn, who did depose and say that she is the Chief, Land Resources Program Center, Intermountain Region, National Park Service, Department of the Interior of the United States of America; that said instrument was signed on behalf of the UNITED STATES OF AMERICA by virtue of the authorities contained therein, and acknowledged the said instrument to be the act and deed of the UNITED STATES OF AMERICA for the purpose therein expressed.

WITNESS my hand and official seal on this ____ day of _____, 1998.

My Commission expires:

_____ _____
(SEAL) Notary Public

TELEFAX MESSAGE

OFFICE OF THE REGIONAL SOLICITOR
U.S. DEPARTMENT OF THE INTERIOR
755 PARFET ST SUITE 151
LAKEWOOD CO 80215

FAX (303) 231-5363
VOICE (303) 231-5353

TO:	FAX NUMBER:
Michael Cianci	602-856-6908

FROM: Peter Fahmy

NUMBER OF PAGES (Including cover sheet) : 4

DATE: September 22, 1998

SPECIAL INSTRUCTIONS: After review and consultation with the Park Service, I have revised the proposed transfer letter, using strikeouts for deletions and bold font type to indicate additional text.. Please review and comment at your earliest convenience. Thank you for your assistance in this matter..

DRAFT - SEPTEMBER 22, 1998

Letter of Transfer

From: The Department of the Air Force

To: The Department of the Interior, National Park Service

WHEREAS, for over forty years the Department of the Interior and the Department of the Air Force have cooperated in the development, management, and maintenance of water supplies for White Sands National Monument and Holloman Air Force Base; and,

WHEREAS, the Department of the Interior owns a parcel of land and appurtenant surface and ground water rights that were acquired specificly as sources of water supply for White Sands National Monument; and,

WHEREAS, since 1956 White Sands National Monument has received water service from Holloman Air Force Base; and,

WHEREAS, the United States Congress has authorized the transfer of the parcel of land to the State of New Mexico for use as part of Oliver Lee Memorial State Park; and,

WHEREAS, the Department of the Air Force has a long-standing interest in developing the water rights associated with the parcel of land as sources of water supply for the water supply system for Holloman Air Force Base and White Sands National Monument; and,

THEREFORE, the Department of Interior, in consideration of assurances from the Department of the Air Force regarding the continuation of water service to White Sands National Monument, has agreed to reserve the water rights from the conveyance to the State of New Mexico and transfer them to the Department of the Air Force.

By these presents, I, _____, _____
Secretary of the Air Force, **on behalf of Holloman AFB, New Mexico,** do hereby accept transfer from the Department of the Interior (DOI) all of the water rights and water property interests, rights, permits, licenses, and appurtenances acquired by the DOI ~~for Holloman AFB, New Mexico;~~ pertaining to the 440 acre parcel located therein in T18S, R10E; and T18S, R9E; more specifically described in State of New Mexico-Permit No. 3 86, dated June 29, 1912; and Permit No. 1193 (License No. 1193) dated September 1, 1921, in the area "known as Dog Canyon, ~~Adair~~ **Otero** County, New Mexico, copies of which are attached hereto and incorporated herein by reference.

Article I - Authority. This assignment is made pursuant to the authority of Section 856, Public Law 99-662, entitled the Water Resources Development Act of 1986.

Article 2 - Purpose and Nature of Action. On the basis of the authorizing legislation, the property included within this transfer is not excess property of the Department of the defined by the Federal Property and Administrative Services Act of 1949 and implementing regulations issued under Title 41 of the Code of Federal Regulations. Therefore, General Services Administration disposal procedures are not applicable. The property is being assigned by the DOI to Department of the USAF, as a congressionally authorized change of function and agency responsibility for the aforementioned water rights on behalf of Holloman AFB and White Sands National Monument. Accordingly, this assignment is not subject to the requirements of 10 U.S.C. § 2662, which pertains to military properties.

Article 3 - Description of Property and Project Maps. Legal permits and descriptions of the transferred water rights property are contained within Exhibit A and is incorporated herein by reference.

Article 4 - Acreages and Interests Acquired and Herein Assigned. The aforementioned water right has been reserved by DOI and includes surface water rights up to 1510 acre feet pursuant to State of New Mexico Permit No. 386 and Permit and License No. 1193, with a priority date of June 11, 1919.

Article 5 - Effective Date of Transfer. This Letter of Transfer shall be effective when executed by the transferring agency.

Article 6 - Possession, Accountability, and Transfer of Deeds and Title Papers. The premises have already been made available to USAF for operations and maintenance purposes. Accountability records, permits, licenses, deeds, and other related title papers will be transferred from DOI to USAF as soon as practical upon execution of this instrument.

Article 7 - Encumbrances and Reservations. The fee simple title of land herein has been transferred from DOI to the State of New Mexico to operate continuously as a State Park, with a proper reservation of said water rights. Documents evidencing said transfer appear in Exhibit B attached hereto and are incorporated by reference herein.

Article 8 - Source of Title and Acquisition Costs. Tract - Dog Canyon, ~~Adair~~ **Otero** County, comprising 440 acres within T185, R9E and RIOE. An exact legal description is contained in Exhibit C and is incorporated herein by this reference.

Article 9 - Interservice Agreement for Water Support to Remain in Effect **Indefinitely**. There exists an interservice **support** agreement between the USAF and DOI, wherein Holloman AFB provides water ~~sources and services~~ **supply** to the White Sands National Monument~~, pursuant to an extension of 5 years of Special Use Permit No. SWR 7810-9500-206, which sets forth a termination date of January 30, 1997~~. The USAF and DOI hereby agree to extend said ~~special use permit~~ **interservice support agreement** indefinitely under the terms specified thereunder ~~until~~

~~such time as a new long term agreement can be executed. The USAF and DOI agree to work in good faith and execute a new long-term interagency agreement for support of said water sources.~~ The aforesaid support agreement ~~and special use permit~~ is attached hereto in Exhibit D; and is incorporated herein by this reference.

Article 10 - Reverter Provision/Reservation of Right of First Refusal ~~of Water Right~~. The USAF agrees to reserve to the DOI the right of first refusal and to revert said water right contained under this transfer agreement to the DOI in the event Holloman AFB closes as a military or reserve military installation.

NOW THEREFORE, in consideration of the foregoing premises, I hereby approve and deliver this Letter of Transfer and cause all of the property, facilities, rights, and interests enumerated above and listed within Exhibits A, B, C and D, attached hereto and by this reference incorporated herein, to be assigned to the USAF for use by Holloman AFB.

DATED this ___ day of _____, 1998.

DEPARTMENT OF THE INTERIOR

_____

Regional Director, Intermountain Region,
National Park Service

The transfer of the above mentioned water rights and water for National Park Service interests, property, easements, permits, licenses, and improvements is hereby accepted by the United States Air Force.

_____

For the United States Air Force
Date: _____

Author: Dennis Vasquez at [illegible] WHSA
Date: 9/22/98 9:01 AM
Priority: Normal
TO: Robert Muller at NP-SWRO, Bill Hansen at NP-WASO-WR,
peter_fahmy@ios.doi.gov at NP--INTERNET, Nancy Wizner, Bill Conrod
Subject: Date for Ceremony to transfer for Dog Canyon property

Peter, Bill, and Bob-

DATE FOR TRANSFER: There is now a date on the calendar for a ceremony to transfer the Dog Canyon property to the NM State Parks--Dec. 15, 1998. Regional Director John Cook, Deputy Regional Director John King, NM Cabinet Secretary Jennifer Salisbury will be in attendance; Governor Gary Johnson is interested, but his office can't make a commitment until after the Nov. election.

In response to Mike Cianci's request, I did speak with Sec. Salisbury about obtaining a more secure water right that we could transfer to the USAF. She said she could not influence that office and preferred not to do this. I tried...We can still proceed with everything else as planned.

As I see it, these are the things that need to get done:

1. Environmental Assessment- White Sands NM will complete the EA and have it available for public review in early October, allow a 30 public review period, wait for comments, and be prepared to finalize the process in mid-November.

2. Update support agreement with HAFB, if necessary. Peter is reviewing document.

3. Transfer water right from DOI to USAF. Peter has prepared draft. I reviewed, looks fine. Only correction- references to county should be Otero County.

4. Complete Donation Deed. Peter has provided some language; Bob will finalize. State will need time to review the document.

Even if the Air Force agreements are not final with appropriate signatures, I believe that by completing the EA and Donation Deed we can proceed with the Dec. 15 ceremony.

Let me know if I am overlooking any critical steps. There is now a bit of a rush and a sense of urgency to finalize this long-standing project. Thanks for your help and guidance throughout the process.

-Dennis
505-679-2599 x210

Please review and comment ASAP on attached WP6.1 document. Thanks, PAF

Peter - my comments

B.

Language preventing State from diverting flows of Dog Canyon which recharge the aquifer providing water to the LLS (Hellman).

DRAFT - 8/31/98

Additional language for Donation Deed:

The GRANTOR excepts from the coveyance and reserves unto itself a perpetual easement to use, maintain, improve, relocate, & and repair a waterline, electric power transmission line, and roadway, all lying within Tract FP, Line A, a strip of land 6,001.25 feet in length and 50.00 feet in width as described in Exhibit "A" attached hereto and made a part thereof.

The GRANTOR excepts from the conveyance and reserves unto itself a perpetual easement to explore and develop ground water pursuant to state law and/or pursuant to the federal reserved rights doctrine. Do we need to reserve an easement for future wells. Without, could we drill well and not be able to pump/divert across St Land to AF or NPS?

Additional language for Interagency Agreement:

To the extent permitted by federal law, the USAF grants the DOI a right of first refusal to acquire water rights and whatever components of the water supply collection, transmission, treatment, and distribution system, including but not limited to the wells described in Exhibit "__", as the DOI, in its sole discretion, deems necessary to provide a reliable water supply for White Sands National Monument.

The DOI has specifically excepted the following easements for the benefit of the USAF:

1. a perpetual easement to use, maintain, improve, relocate, & and repair a waterline, electric power transmission line, and roadway, all lying within Tract FP, Line A, a strip of land 6,001.25 feet in length and 50.00 feet in width as described in Exhibit "A" attached hereto and made a part thereof; and,

2. a perpetual easement to explore and develop ground water pursuant to state law and/or pursuant to the federal reserved rights doctrine.

See comments above

In the event that the USAF chooses not to exercise such

easements for any reasons, including but not limited to the closure of Holloman Air Force Base, such easement shall revert to the National Park Service.

Meeting w/ Air Force re: Dog Canyon 8/26/98

AF - 2 wells nr. Dog Canyon
1 well Escondido Canyon
1 well on Oliver Lee property

Existing IA for pipeline/powerline easement
No existing IA or SUP for water rts.

Reserve right to claim Fed Res Rts on State lands
because parcel (Oliver Lee) originally acquired
for water rts

Sign In — 26 May 98 — Meeting

1. Mike Cianci — Air Force Water Rights — DSN 896-4129
Comm — 602-854-4638

2. Eric Binkley — Air Force water Rights — DSN 896-4129

3. JOHN MCBRIDE — 49 CIVIL ENGR SQ DESIGN CH — DSN 867-5491

4. Dennis Vasquez — National Park Service White Sands Nat'l Mon. — 505-679-2599 x210

5. Peter Fahmy — Water Rights Attorney Office of the Solicitor — 303-231-5353, ext. 222

6. Bill Hansen — Water Rights Branch National Park Service — (970) 225-3532

7. BOB MULLER — NPS - REALTY SANTA FE, NM — 505-988-6810

8. Thom A. Tobin — National Assessment Corp. — 602-456-0774

9. J.P. Porier — ~~Holloman~~ 49 FW/JA — 475-7217

10. Hiram S. Muse — 49 CES/CEC — (505) 475-5491

11. Aurora Arrieta — 49 CES/CERR — (505) 475-3498

12. DIANA MOYA — 49 CES/CERR — (505) 475-3498

07-09-1998: Memorandum to Eric Beckstrom, HAFB, Hiram Muse, HAFB from Dennis Vasquez, WHSA Superintendent regarding

Author: Dennis Vasquez at -WHSA
Date: 7/9/98 2:27 PM
Priority: Normal
TO: eric.beckstrom@holloman.af.mil at NP--INTERNET,
hiram.muse@holloman.af.mil at NP--INTERNET
CC: Peter A Fahmy at NP-WASO-WR, Bill Hansen at NP-WASO-WR, Robert Muller at NP-SWRO,
Nancy Wizner, Margaret Garvin
Subject: White Sands NM water/realty meeting

July 9, 1998

Mr. Beckstrom and Mr. Muse:

Thank you for arranging the upcoming meeting between the National Park Service and the Air Force regarding water rights and other real property interests on property in the Dog Canyon area that the NPS will be transferring to the State of New Mexico. Before transferring the property, we want to assure that federal interests are protected. The NPS Water Rights staff has been in contact with the Air Force Water Rights Adjudication Team and this meeting at Holloman will be important in allowing us to move forward with the pending land transfer.

Wednesday, August 26, 1998 at 9:00 a.m. at the Holloman AFB Civil Engineering office would be a good time and place for us. There will be five NPS personnel in attendance.

Thanks.

Dennis Vasquez
Superintendent
White Sands National Monument
505-479-6124, x210

PF

DEPARTMENT OF THE AIR FORCE
AIR FORCE LEGAL SERVICES AGENCY (AFLSA)

24 Jun 98

RECEIVED
JUN 29 1998
OFFICE OF THE REGIONAL SOLICITOR
DENVER, COLORADO

MEMORANDUM FOR MR. ERIC BECKSTROM
MR. RONALD FORCIER
MR. PETER FAHMY
MR. HOWARD MOFFIT
MR. HOWARD MUSE

FROM: AFLSA/JACE-AFWRAT
7383 N. Litchfield Road, Suite 3006
Luke AFB AZ 85309-1534

SUBJECT: Water Rights Reservation – National Park Service (NPS)

1. Gentlemen, enclosed is a very rough draft of my first attempt for an inter-agency transfer of said water rights. Please review it and feel free to make comments. As you can see, I need some additional information. Peter, is there a more recent permit/license naming the NPS or United States as holder of the permit? Moreover, is there any personal property or wells which are to be conveyed? Also, we will need the NPS real property acquisition and transfer to the State documents.

2. I also need to know if NPS has ever developed the water, and if the USAF is interested in future development? If so, any plans for which we can enumerate now?

3. I will need to have our final transfer document reviewed by HQ JACE (real property) but believe Secretariat approval authority may be required depending upon value? Any idea of the value of these water rights? Ron Forcier (JACE) has provided invaluable assistance, and I will continue to work with him.

4. Thank you for your help. I look forward to working with you on this matter in the future. I suggest a telephonic conference call within a week or two.

MICHAEL J. CIANCI, JR.
Chief, Air Force Water Rights
Adjudication Team

P.S. Peter, is there any threat of a future water adjudication in this area?

cc:
AFLSA/JACE (Col Tobin)
AFLSA/JACE-WR (Maj Bee)

DRAFT

From: The Department of the Air Force

To: The Department of the Interior, United States National Park Service

By these presents, I _____, _____ Secretary of the Air Force do hereby accept transfer from the Department of the Interior (DOI) all of the water rights and water property interests, rights, permits, licenses, and appurtenances acquired by the DOI for Holloman AFB, New Mexico, pertaining to the 440 acre parcel located therein in T.18.S; R.10E; R.9E; more specifically described in State of New Mexico-Permit No. 386, dated 29 Jun 1912; and Permit No. 1193 (License No. 1193) dated 1 Sept 1921, in the area "known as Dog Canyon, Otero County, New Mexico, copies of which are attached hereto and incorporated herein by reference.

Article 1 – Authority. This assignment is made pursuant to the authority of Section 856, Public Law 99-662, entitled the Water Resources Development Act of 1986.

Article 2 – Purpose and Nature of Action. On the basis of the authorizing legislation, the property included within this transfer is not excess property of the Department of the USAF as defined by the Federal Property and Administrative Services Act of 1949 and implementing regulations issued under Title 41 of the Code of Federal Regulations. Therefore, General Services Administration disposal procedures are not applicable. The property is being assigned by the DOI to Department of the USAF, as a congressionally authorized change of function and agency responsibility for the aforementioned water rights on behalf of Holloman AFB and White Sands National Monument. Accordingly, this assignment is not subject to the requirements of 10 U.S.C., Section 2662, which pertains to military properties.

Article 3 – Description of Property and Project Maps. Legal permits and descriptions of the transferred water rights property are contained within Exhibit A and is incorporated herein by reference.

Article 4 – Acreages and Interests Acquired and Herein Assigned. The aforementioned water right has been reserved by DOI and includes surface water rights up to 1510 acre feet pursuant to State of New Mexico Permit No. 386 and Permit and License No. 1193, with a priority date of 11 Jun 1919.

Article 5 – Effective Date of Transfer. This Letter of Transfer shall be effective when executed by the transferring agency.

Article 6 – Possession, Accountability, and Transfer of Deeds and Title Papers. The premises have already been made available to USAF for operations and maintenance purposes. Accountability records, permits, licenses, deeds, and other related title papers will be transferred from DOI to USAF as soon as practical upon execution of this instrument.

Article 7 – Encumbrances and Reservations. The fee simple title of land herein has been transferred from DOI to the State of New Mexico to operate continuously as a State Park, with a proper reservation of said water rights. Documents evidencing said transfer appear in Exhibit B attached hereto and are incorporated by reference herein.

Article 8 – Source of Title and Acquisition Costs. Tract – Dog Canyon, Otero County, comprising 440 acres within T185, R9E and R10E. An exact legal description is contained in Exhibit C and is incorporated herein by this reference.

Article 9 – Interagency Agreement for Water Support to Remain in Effect. There exists an interagency agreement between the USAF and DOI, wherein Holloman AFB provides water sources and services to the White Sands National Monument, pursuant to an extension of 5 years of Special Use Permit No. SWR 7810 – 9500 – 206, which sets forth a termination date of 30 Jan 1997. The USAF and DOI hereby agree to extend said special use permit indefinitely under the terms specified thereunder until such time as a new long term agreement can be executed. The USAF and DOI agree to work in good faith and execute a new long-term interagency agreement for support of said water

Do up front!

sources. The aforesaid support agreement and special use permit is attached hereto in Exhibit D; and is incorporated herein by this reference.

Article 10 – Reverter Provision/Reservation of Water Right. The USAF agrees to reserve to the DOI the right of first refusal and to revert said water right contained under this transfer agreement to the DOI in the event Holloman AFB closes as a military or reserve military installation.

NOW THEREFORE, in consideration of the foregoing premises, I hereby approve and deliver this Letter of Transfer and cause all of the property, facilities, rights, and interests enumerated above and listed within Exhibits A, B, C and D, attached hereto and by this reference incorporated herein, to be assigned to the USAF for use by Holloman AFB.

DATED this _____ day of _____ 1998.

DEPARTMENT OF THE INTERIOR

_____

The transfer of the above mentioned water rights and water for National Park Service interests, property, easements, permits, licenses, improvements is hereby accepted by the United States Air Force.

_____

For the United States Air Force

Date: _____

United States Department of the Interior

TELE. (303) 231-5353
FAX (303) 231-5363

OFFICE OF THE SOLICITOR
Rocky Mountain Region
755 Parfet Street, Suite 151
Lakewood, CO 80215

June 4, 1998

Michael J. Cianci, Jr., Esq.
Chief - Air Force Water Rights Adjudication Team
JACE-AFWRAT
7383 Litchfield Park Road, Suite 3006
Luke Air Force Base, AZ 85309

RE: Water Supply Agreement Between White Sands National Monument and Holloman Air Force Base

Dear Mike:

Per your request, I have enclosed the following documents:

1. A support agreement, dated May 17, 1996, between White Sands National Monument and Holloman Air Force Base;

2. A utility sales agreement, dated March 24, 1995, between White Sands National Monument and Holloman Air Force Base;

3. A NPS special use permit issued to the U.S. Air Force for water exploration with an expiration date of June 30, 1997;

4. An unsigned interagency agreement between the National Park Service and the Corps of Engineers (on behalf of Holloman Air Force Base) regarding possible future development of water supplies on NPS lands;

5. A signed interagency agreement between the National Park Service and the Corps of Engineers (on behalf of Holloman Air Force Base) regarding utility easements across NPS lands;

6. Public Land Order 3434 reserving public lands for the protection of water pumping and distribution systems and sources of water supply of Holloman Air Force Base;

7. Public Land Order 4627 reserving public lands for the protection and development of the underground water supply of Holloman Air Force Base;

8. A memorandum of a telephone conversation on December 15, 1997, between Mark Wondzell, a NPS hydrologist, and Hiram Muse, a USAF civil engineer; and,

9. Documents evidencing the following water rights held by NPS:

   a. A license to appropriate water for irrigation obtained by Stark and Madison in 1912.

   b. A license to appropriate water for irrigation and domestic purposes obtained by Robinson, Rupard, Coppernoll, Billups, and Hudman in 1921.

   c. A water rights filing by Oliver M. Lee for the Dog Canon Ditch in 1906.

You also requested the names and telephone numbers of USAF personnel who are involved in water matters at Holloman Air Force Base. They are as follows:

Howard E. Moffitt, Deputy Base Civil Engineer
(505) 475-3071

Hiram Muse, civilian head of the engineering unit
(505) 475-5491

Diana Moya, Real Estate Officer
(505) 475-3498

As I mentioned during our telephone conversation, I believe it would be prudent to have a meeting in the near future to discuss the following issues:

1. The possible transfer of NPS water rights to USAF;

2. What deed reservations, if any, USAF would like NPS to make in its conveyance of the Dog Canyon parcel to New Mexico State Parks; and,

3. The need of NPS for a long-term water supply commitment for White Sands National Monument.

Please contact me at your earliest convenience to schedule a meeting to discuss the issues outlined above. Thank you for your assistance in this matter.

Cordially yours,

Peter A. Fahmy

cc (without enclosures):

Chuck Pettee (Chief, Water Rights Branch, NPS)
Bill Hansen (Team Leader, Adjudication Team, WRB-NPS)
Dennis Vasquez (Superintendent, White Sands NM)
Curt Menefee (Assistant Regional Solicitor)
Robert Eaton (Attorney, Santa Fe Field Office)

Author: Mark Wondzell at N. .ASO-WR
Date: 4/21/98 12:49 PM
Priority: Normal
TO: Dennis Vasquez at NP-WHSA
CC: Bill Hansen, Peter A Fahmy, Chuck Pettee
Subject: Dog Canyon Water Rights

Hi Dennis,

Just wanted to let you know that I have begun the process of filing a Declaration of Old Water Right with the State of New Mexico for the waters of Dog Canyon - Oliver Lee Ditch. I believe this is what we agreed to in Santa Fe ... i.e., the logical first step is to file such a declaration with the State Engineer's Office and see what happens. We should be able to handle most of the details from this end, but will run it by you for final approval and any questions you/we might have.) status?

Also, we talked about establishing separate agreements with HAFB and NM Parks re: the ultimate resolution and disposal of Dog Canyon water rights, water, and land. We agreed that it may be best to first visit with HAFB (Moffatt, Muse et al.) and proceed from there. Is this still your preferred course of action? Have you had opportunity to visit w/ HAFB, or perhaps even identify some possible meeting dates? Let me know if/what I can do to facilitate/arrange such a meeting.

Call if you have questions or wish to discuss.

Thanks. Mark. (970-225-3537; or Bill Hansen @ 970-225-3532)

Author: Mark Wondzell at N. WASO-WR
Date: 4/21/98 10:51 AM
Priority: Normal
TO: Peter A Fahmy
CC: Bill Hansen
Subject: WHSA - Dog Canyon

Peter,

Some questions re: filing a Declaration of Old Water Right on the waters of Dog Canyon.

How much water do we claim? For what purposes? What date? What diversion works? How can the diversion, canal, ditch, reservoir etc. be described and defined hydraulically if it is no longer there? What is the use? Where is the use?

Through condemnation proceedings the United States acquired at least 3 separate rights of different dates, amounts, places and seasons of use etc.

First, it might help to re-cap some history:

May 23, 1905. Oliver Lee constructs (or begins construction) on Dog Canyon Ditch - w/ intent to divert water from Dog Canyon and San Andreas Canyon (1 drainage north of Dog Canyon) to his ranch headquarters.

April 23, 1906. Oliver Lee files for 200 miners inches {~ 4cfs -- in N.Mex. 1 miners inch = 0.020 cfs) with priority date of 1893.

September 11, 1908. J.L. Lawson is deeded "Dog Canyon Ditch and water right as filed ... on April 23, 1906 including all the waters of Dog Canyon and all ditches in and bordering from said Canyon with all improvements on the Lee Ranch."

June 29, 1912. State licenses to Stark and Madison 3.2 cfs of flood waters from Dog Canyon (from July 1 to Sept 1) for purpose of irrigating 320 acres, with priority date of Feb. 10, 1910.

September 1, 1921. State licenses to Rupard et al. (with a priority date of June 11, 1919) 1560 acre-feet from Dog Canyon for irrigation of 520 acres.

January 31, 1931. Special Master's Deed conveying property and all waters of Dog Canyon and all ditches therein and leading therefrom to J.L. Lawson.

March 14, 1931. State rejects application of Hayward for 0.1 cfs because of prior rights of J.L. Lawson.

April 18, 1939. Opinion of H.A. Kiker, Special Attorney for DOJ ... "There is no adjudication of the water rights of Dog Canyon establishing the rights to the use of the waters and priorities thereto, and therefore no opinion can be expressed from the record that J.L. Lawson has a valid right with priority over the licenses by State Engineer for water use from Dog Canyon.

November 16, 1940. United States (NPS) filed Notice of Intention No. 2399 for appropriation of waters of Dog Canyon, stating an economical available flow of 0.067 cfs.

Through subsequent condemnation proceedings, the United States acquired the rights formerly owned by J.L. Lawson. The condemnation proceedings did NOT establish the rights of J.L. Lawson, but merely served to transfer those rights to the United States and to authorize a change in the place and method of use of waters of Dog Canyon." ALSO, somewhere in my readings I recall that through these proceedings, all other appurtenant rights (i.e., those of Stark and Madison, and Rupard et al.) were either extinguished or transferred to the United States.

October 16, 1947. Letter from the State Engineer stating that it is "proper, in order, and acceptable to the State Engineer of New Mexico that the United States .... file ... a Declaration of Old Water Right. It further seems that such declaration should claim a priority as of December 1893 for not less than 0.10 cfs, continuos flow, of Dog Canyon water for stock, domestic, and irrigation purposes as established in December 1893 by Oliver M. Lee, transferred to J.L. Lawson, and finally to the United States ... Such declaration should further state the present place and method of use."

January 30, 1956. NPS Regional Director withdrew Notice of Intent to Appropriate Water (No. 2399).

November 10, 1978. Public Law 95-625 amended boundaries of WHSA and deleted the 440 acre Dog Canyon tract.

ANYWAY Peter, the form calls for the following:

1. date water was applied to beneficial use, amount, acres of land irrigated
2. location and point of diversion; construction, description and hydraulic details of the diversion works
3. hydraulic properties of the diversion canal/ditch (e.g., top and bottom width, grade or slope, etc,
4. hydraulic properties of the storage dam, fill frequency
5. location and extent of irrigated lands, period of use, etc.

obviously much of this info is missing and unknown, or largely unretrievable. Also, this info may apply to at least 3 separate water rights the U.S. has acquired ... not ALL of which are, or will be, encompassed by a filing of Declaration of Old Water Right for the Oliver Lee ditch. Not to mention that the U.S. filed Notice of Intent to appropriate (0.067 cfs) and later withdrew the application.

any ideas, suggestions, or help? - mark.

Memorandum to State Engineer and Assistant State Engineer regarding water right filings on Dog Canyon of Tularosa Basin, with a review and general discussion of the J. L. Lawson claims to use of water from Dog Canyon.

As of the 15th day of October 1947, the records of the State Engineer's Office show that there were 6 separate filings on the waters of Dog Canyon as follows:

Application No. 193

Rejected for failure to comply.

Application No. 321

Cancelled October 1, 1917 by State Engineer.

Application No. 386.

Licensed on the 29th day of June 1912, with a priority of February 10, 1910, to John B. Stark, for Stark and Madison, granting the appropriation of 3.20 second feet of water from Dog Canyon, (flood waters from July 1st to September 1st), for the irrigation of 320 acres of land in Sections 8 and 17 of Township 18 South, Range 10 East, N.M.P.M.

Application No. 1193.

Licensed on the 1st day of September 1921 with a priority of June 11, 1919, to R. E. Rupard, Eva Robinson, and E. E. Coppernoll for 1560 acrefeet of water per annum from Dog Canyon for the purpose of irrigating 520 acres of land in Section 18, Township 18 South, Range 10 East, and in Sections 13 and 24 of Township 18 South, Range 9 East.

Application No. 1902

Filed by W. W. Hayward on the 26th day of March 1930 for the appropriation of 0.10 cubic of water per second from Springs in Dog Canyon for domestic, livestock and irrigation purposes in the S½ of Section 12, Township 18 South, Range 9 East, N.M.P.M.

This application was protested by J. L. Lawson, who claimed rights as shall be more fully set forth hereinafter.

Application of W. W. Hayward rejected by the State Engineer on the 14th day of March 1931, because of prior rights of J. L. Lawson.

Decision of State Engineer appealed to District Court at Alamogordo on the 17th day of March 1931.

January 11, 1935--Order of dismissal signed by Numa C. Frenger, District Judge?

October 14, 1947, District Court Clerk at Alamogordo written for copy of Order of Dismissal.

Notice of Intention No. 2399.

Filed on the 16th day of November 1940 by the National Park Service as follows:

> All waters of Dog Canyon, a tributary of the Sacremento River, Otero County, New Mexico, with diversion in the NE¼NE¼ Section 6, T. 18 S., R. 9 E., N.M.P.M., and conveyed to White Sands National Monument for beneficial purposes at the Headquarters Area of said monument in the E½ Section 1, T. 18 S., R. 7 E., N.M.P.M., the more specific details of said appropriation being shown on map of "Dog Canyon Water Supply, drawing NM-WS-6975" to be submitted within approximately ninety days.
>
> Nothing in this notice shall constitute a waiver of any rights awarded to the United States in that Condemnation and Judgment, in the District Court of the United States, in and for the District of New Mexico, Case No. 82 - Civil (filed Oct. 13, 1939), United States of America, plaintiff vs. 440 acres, more or less of Land, Situate in Otero County, New Mexico, and J. L. Lawson, et al, Defendants.

On the 21st day of February 1941, the National Park Service, United States of America, filed in the Office of State Engineer of New Mexico, a map of Dog Canyon Water Supply, (for White Sands National Monument) setting forth the point of diversion as being in the NE¼NE¼ of Section 16, Township 18 South, Range 10 East, N.M.P.M., the quantity of water claimed as 0.067 cubic feet per second, to accompany Declaration of Intention of the United States of America to appropriate unappropriated waters No.2399.

Dog Canyon Diversion of Oliver Lee, subsequently that of J. L. Lawson, and finally acquired by United States Park Service (White Sands National Monument).

5-23-05. Oliver M. Lee made affadavit that he on the 23rd day of May, 1905 commenced construction of a ditch from San Andreas Canyon, to connect with a ditch owned by himself and conveying flood and waste waters from San Andreas and Dog Canyons. Affadavit also contains sketch map of proposed ditches and statment that from junction of the two ditches there shall be one ditch extended Southwesterly about ½ mile. (Above affadavit filed with H.H. Major, Probate Clerk of Otero County).

4-23-06. Oliver M. Lee files with Probate Clerk of Otero County, an Amended Statement for the purpose of correcting and enlarging the original appropriation as follows:

On or about May 23, 1905 he commenced construction of a ditch in Otero County, New Mexico, leading from Dog Canyon, with headgate at mouth of Dog Canyon.

Such ditch is at present 4 squarefeet in area for about 1 mile from headgate, and 32 squarefeet in area thereafter.

The capacity of said ditch begins with 6 second feet and ends with 27 second feet.

Claims full capacity of works from May 23, 1905 for stock and other beneficial uses. Also says a reservoir was constructed at end of ditch.

4-23-06. Oliver M. Lee files affadavit (with H. H. Majors, Probate Clerk of Otero County?) wherein he claims, through construction of a ditch from Dog Canyon, a portion of the waters thereof to the extent of "200 inches" or approximately 4 second feet. Priority claimed being December 1893.

9-11-08. Mortgage Deed from Otero County Irrigation Company to J. L. Lawson filed in Office of H. H. Major, Probate Clerk of Otero County, as follows:

Dog Canyon Ditch and water right as filed in the Office of Probate Clerk of Otero County on the 23rd day of April, 1906 including all the waters of Dog Canyon and all ditches in and leading from said Canyon with all improvements on the Lee Ranch. Also Desert Entry No. 1586 for unsurveyed lands supposed to be as follows:

$E\frac{1}{2}$ - Section 21 - Township 18 South., - Range 10 East.

Also Desert Entry No. 1195 for lands supposed to be as follows:

$W\frac{1}{2}SE\frac{1}{4}$)
$NE\frac{1}{4}SE\frac{1}{4}$) 21-18S-10E.
$S\frac{1}{2}NE\frac{1}{4}$)

3-8-10 District Court of 6th Judicial District Orders above described property to be sold to satisfy claims of J. L. Lawson.

6-27-10 Merret C. Mecham, Associate Justice of the Supreme Court and judge of the Seventh Judicial District of New Mexico, signs a Decree whereby J. L. Lawson acquires the following:

Dog Canyon Ditch and water right as shown by map and appropriate notice on file in the Office of Probate Clerk, County of Otero, New Mexico, on the 23rd day of April 1906, including all waters of Dog Canyon and all the ditches in and leading therefrom, together with all improvements on Lee Ranch, together with all improvements on Desert Entry No. 1586 and Desert Entry No. 1195.

6-30-10. Special Master's Deed issued to J. L. Lawson in accordance with Court Decree of 6-27-10.

1-31-31. Special Master's Deed Conveying above described property and all waters of Dog Canyon and all ditches therein and leading therefrom to J. L. Lawson is filed in Office of Otero County Clerk.

3-28-39 Affidavit by Tom Charles and J. L. Lawson as follows:

That they have been acquainted with the waters of Dog Canyon for the past 32 years.

Prior to 1910, Oliver M. Lee constructed a ditch from San Andreas Canyon, but at no time diverted permanent flow of San Andreas Canyon therethrough to lands at mouth of Dog Canyon.

Permanent flow of Dog Canyon was during some very wet seasons, approximately from 1905 to 1909, used to irrigate S½NW¼ of 21-18-10.

Since 1909, only at short periods of time have the waters been of sufficient volume for irrigation on the old Oliver M. Lee Ranch.

Permanent waters have from said period (1909?) been used for stock and domestic purposes by J. L. Lawson and lessees.

No adverse use has been made by any person of the permanent flow of the waters of Dog Canyon for the past 32 years.

6-10-37 Appraisals made by Tom Charles and R. T. Spence, covering Tract 3 - 440 acres and water rights, showing no lands as irrigated, but setting water right value from $2,500.00 to 3,180.00 not definately allocating between Dog Canyon and well drilled on the ranch, further described as follows:

80 $S\frac{1}{2}NW\frac{1}{4}$)
160 $SW\frac{1}{4}$) 21-18S-10E.
80 $W\frac{1}{2}SE\frac{1}{4}$)

80 $N\frac{1}{2}NW\frac{1}{4}$) 28-18S-10E.
40 $NW\frac{1}{4}NE\frac{1}{4}$)
440

4-18-39 Opinion of H. A. Kiker, Special Attorney for Department of Justice, as follows:

J. L. Lawson has a good and valid right to recieve a patent for:

$S\frac{1}{2}NW\frac{1}{4}$)
$SW\frac{1}{4}$) 21-18-10E.
$W\frac{1}{2}SE\frac{1}{4}$)

$N\frac{1}{2}NW\frac{1}{4}$) 28-18S-10E.
$NW\frac{1}{4}NE\frac{1}{4}$)

Oliver M. Lee initiated the water rights claimed at a time prior to March 19, 1907, when definate purpose of use was not required to be stated at time of initiation.

There is no adjudication of the water rights of Dog Canyon establishing the rights to the use of the waters and priorities thereto, and therefore no opinion can be expressed from the record that J. L. Lawson has a valid water right with priority over the licenses by State Engineer for water use from Dog Canyon. If the affidavits of Tom Charles and J. L. Lawson are to be accepted as true, then J. L. Lawson has a valid water right from Dog Ganyon for the irrigation of $S\frac{1}{2}NW\frac{1}{4}$ of Section 21, Township 18 South, Range 10 East, N.M.P.M.

5-15-39 Charles E. Collett, Acting Assistant Attorney General informs the Secretary of Interior as follows:

Abstracts and related papers disclose that full right, title and interest to water rights in Dog Canyon adjacent to the land sought to be acquired cannot be approved without adjudication, for direct purchase, since there appears to be other rights to waters of Dog Canyon in addition to those claimed by J. L. Lawson.

Since these water rights are essential for the development of the projects it follows that the land coupled with all the water rights of Dog Canyon cannot be approved for acquisition by direct purchase.

6-9-39 Assistant Secretary of Interior issues a Declaration of Taking for:

Tract No. 3, described as follows:

$S\frac{1}{2}NW\frac{1}{4}$)
$SW\frac{1}{4}$) 21 - 18S - 10 E.
$W\frac{1}{2}SE\frac{1}{4}$)

$N\frac{1}{2}NW\frac{1}{4}$) 28 - 18S - 10 E.
$NW\frac{1}{4}NE\frac{1}{4}$)

Containing 440.00 acres more or less.

Together with the full right, title and interest in and to all waters and water rights of Dog Canyon adjacent to the above described land and in and to the ditches and canals used to divert said waters in and from said Dog Canyon, in the said County of Otero, State of New Mexico.

_____19___ United States Attorney for the District of New Mexico issues Petition for Condemnation as follows:

Tract No. 3. J. L. Lawson, together with full right, title and interest to all water rights from Dog Canyon adjacent to said lands.

10-13-39. U. S. District Judge issues judgement on Amended Declaration of Taking, U. S. District Court at Santa Fe, New Mexico, Cause No. 82 Civil as follows:

Title in fee simple vested in United States of America for the following:

Tract No. 3, White Sands Project:

$S\frac{1}{2}NW\frac{1}{4}$)
$SW\frac{1}{4}$) 21 - 18S - 10 E.
$W\frac{1}{2}SE\frac{1}{4}$)

$N\frac{1}{2}NW\frac{1}{4}$) 28 - 18S - 10 E.
$NW\frac{1}{4}NE\frac{1}{4}$)

containing 440 acres more or less, excepting however, all minerals in or upon said land.

Together with the full right, title and interest to all waters and water rights of Dog Canyon adjacent to above described land and in and to the ditches and canals used to divert said waters in and leading from said Dog Canyon in the said County of Otero, State of New Mexico.

Together with all and singular the water rights and other rights---and appurtenances thereunto---.

2-29-40. U. S. District Court for the District of New Mexico issues Final Decree in Civil Cause No. 82, with respect to Tract No. 3 as follows:

United States of America vested with title in fee simple to Tract No. 3, being described as follows:

$S\frac{1}{2}NW\frac{1}{4}$)
$SW\frac{1}{4}$) 21 - 18S - 10E.
$W\frac{1}{2}SE\frac{1}{4}$)

$N\frac{1}{2}NW\frac{1}{4}$)
$NW\frac{1}{4}NE\frac{1}{4}$) 28 - 18S - 10 E.

Containing 440 acres more or less, excepting however, all minerals in or upon said land. Together with the full right, title and interests in and to all waters and water rights of Dog Canyon adjacent to the above described land and in and to the ditches and canals used to divert said waters, in and leading from said Dog Canyon, in said County of Otero, State of New Mexico.

Summary of testimony against approval of application No. 1902.

Statement of Facts by J. L. Lawson

Oliver M. Lee, on April 23, 1906 filed on all the natural flow of Dog Canyon.

That he diverted these waters to Dog Canyon Ranch of Protestant, J. L. Lawson.

That he used same for domestic, stock, and irrigation purposes.

That Mr. Lee used approximately 1 second feet of water for domestic use, irrigation of approximately 5.00 acres of land, and for watering about 1000 head of stock.

That within the past few years prior to January 1, 1931 the dry seasons have depleted the flow from Dog Canyon to about 60 gallons per minute (0.13 SF).

In past few years it has been necessary to drive stock to upper section of ditch for water.

Dry seasons and failure of nature to provide water is cause of failure to exercise full right.

Summary of testimony in favor of approval of Application No. 1902.

Statement of Facts by Attorney for Applicant.

Oliver M. Lee did construct a ditch many years ago and use the waters of Dog Canyon.

About 1925 such use was abandoned.

That the flow of water in Dog Canyon has not decreased.

That application No. 1902 be approved.

Application No. 1902, decision of State Engineer

March 14, 1931

That Application No. 1902 of W. W. Hayward is for the appropriation of 0.10 cubic feet of water per second from Dog Canyon for domestic, livestock and irrigation purposes.

That said application be denied because State Engineer's examination had determined that flow of Dog Canyon was only 0.10 second foot, which was far less than it had been at time of use when Oliver M. Lee owned the Dog Canyon Ranch.

That there had been no intention of abandonment or forfeiture of rights by J. L. Lawson, and that such is evidenced by expenditures of protestant in 1926.

Conclusions

From the preceding paragraphs of this memorandum certain things seem evident as follows:

That Oliver M. Lee first appropriated water from Dog Canyon in December, 1893.

That the State Engineer of New Mexico has issued only two licenses for water from Dog Canyon, No. 386 for flood waters, and No. 1193 for "1560 acre-feet per annum," both being issued subject to the proviso protecting other "valid and existing rights to the use of the waters of said stream system". Regardless of whether or not Mr. Lee had any rights of record in the State Engineer's Office when said two licenses were issued, those valid rights of Mr. Lee would nevertheless be included within and entitled to the same protection as any other "valid, existing rights".

On the 14th day of March 1931, the State Engineer of New Mexico rejected Application No. 1902, and at the same time recognized the rights of J. L. Lawson, successor to Oliver M. Lee, from Dog Canyon, to an extent not less than 0.10 cubicfeet of water per second.

On the 28th day of March, 1939, Tom Charles and J. L. Lawson made a certain affidavit concerning use of Dog Canyon water in connection with old Oliver M. Lee Ditch System. This affidavit, if not rejected as untrue, in the opinion of Judge Kiker (4-18-39) would seem to validate the J. L. Lawson ~~right~~ claim. There is nothing in the files of the State Engineer to show that said Charles-Lawson affadavit has ever been questioned or disputed.

The Final Decree in Civil Cause No. 82, as issued by the U. S. District Court for the District of New Mexico, vested the United States with title to a certain 440.00 acres of land (old Oliver Lee Ranch)

and waters and water rights "adjacent" to said lands.

The use of the term "adjacent" was evidently intentional as a protective measure to insure perpetuity of whatever water rights might be in existence whether the quantity of water in the stream was sufficient to flow through the constructed works and reach a place of use on the described 440.00 acres of land, or whether said stream flow was so inadequate or small, that beneficial use thereof would of necessity have to be made on adjoining lands, such as being forced to drive cattle from the described land to some higher upstream point along the constructed works, on adjacent or other land where the meager water supply could be utilized for the watering of said cattle.

The U. S. National Park Service, on the 16th day of November, 1940, filed Notice of Intention No 2399 for the appropriation of certain waters of Dog Canyon. The necessary map was filed on the 21st day of February 1941, stating that the economical available flow of Dog Springs was 0.067 second-feet and claiming the same. The filing of said map unquestionably insures protection for Notice of Intention No. 2399, and could be taken to indicate present use of the J. L. Lawson water claimed under the old rights of Oliver M. Lee.

10-16-1947: memorandum to state engineer and assistant state engineer from engineer regarding water right filings on dog canyo

Final Conclusion regarding J. L. Lawson Rights

Due consideration of all available information indicates that it is proper, in order, and acceptable to the State Engineer of New Mexico that the United States of America, National Park Service, White Sands National Monument, file with the State Engineer of New Mexico, a Declaration of Old Water Right. It further seems that such declaration should claim a priority as of December, 1893 for not less than 0.10 cubic feet per second, continuous flow, of Dog Canyon water for stock, domestic and irrigation purposes, as established in December, 1893 by Oliver M. Lee, transferred to J. L. Lawson, and finally to the United States of America, National Park Service, White Sands National Monument. Such declaration should further state the present place and method of use.

I do not believe that any application for place or method of use is necessary.

Respectfully submitted,

Earl M Smith.
Earl M. Smith
Engineer

October 16, 1947
EMS:sb

04-24-1943: memorandum to register from assistant chief; reclamation and land grant division regarding location of the right-of-w

C O P Y

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
WASHINGTON

Las Cruces 059824 "F" April 24, 1943.

MEMORANDUM for the Register:

There are transmitted herewith the duplicate permit and a copy thereof approved April 21, 1943, to the National Park Service, in connection with the above numbered application, together with a map showing the location of the right-of-way for a water pipe line extending from a point to sec. 6, T. 18 S., R. 8 E., to a point in sec. 16, T. 18 S., E. 10 E., N.M.P.M., New Mexico. You will transmit the duplicate permit together with a copy of this memorandum to the permittee.

(Sgd) S. C. Nichols
Assistant Chief, Reclamation and
Land Grant Division.

Enclosures.
cc: Register

04-21-1943: letter from the commissioner regarding permission to the nps for water pipe line rights-of-way and to all valid existing

C O P Y

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
WASHINGTON

Las Cruces 059824

RIGHT-OF-WAY

By virtue of the authority vested in the Secretary of the Interior and pursuant to the provisions of the act of February 15, 1901, (31 Stat. 790, 43 U.S.C.sec. 959), and subject to the regulations approved May 23, 1938, (43 CFR, Part 244; Circ. 1237a) and to all future regulations issued thereunder which are pertinent to water pipe line rights-of-way and to all valid existing rights, permission is hereby given to the National Park Service, Department of the Interior, to use a right-of-way over the public lands for the construction, operation and maintenance of a water pipe line on the location shown on the map, filed in the General Land Office, Washington, D. C., on January 9, 1943, serial Las Cruces 059824, but reserving rights-of-way for ditches and canals constructed under authority of the United States.

IN WITNESS WHEREOF, and pursuant to the Departmental Order No. 1799, of March 19, 1943, I have subscribed my name hereto on this day April 21, 1943.

(Sgd) Fred W. Johnson
Commissioner.

01-06-1943: memorandum to commissioner; general land office from director regarding map showing the proposed location of a ri

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CHICAGO 54, ILL.



January 6, 1943.

ADDRESS: THE DIRECTOR, NATIONAL PARK SERVICE

MEMORANDUM for the Commissioner,
General Land Office.

This refers to your letters of March 23, and December 5, 1942, referring to a letter dated January 14, 1942, filed in your local District Land Office at Las Cruces, New Mexico, from Raymond Sroaf, Regional Attorney, National Park Service, Santa Fe, New Mexico, transmitting a single map showing the proposed location of a right-of-way for a pipe line to convey water from the so-called Dog Canyon Springs to the White Sands National Monument affecting public land in Township 18 South, Ranges 8, 9 and 10 East, N.M.P.M., New Mexico.

In view of our inability to make the showing of construction and maintenance, as required by the Departmental instructions of January 13, 1916, 44 L.D. 513, application is hereby made for right-of-way for the proposed pipe line under the Act of February 15, 1901 (31 Stat. 790; 43 U.S.C. 959).

There are attached two prints of Drawing No. NM-WS-5314, showing the location of the proposed pipe line.

(SGD) Newton B. Drury
Director.

Enclosure 2878134.

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
WASHINGTON

Las Cruces 059824 "F"

MAR 23 1942

Additional Data Required.

The Director.

National Park Service.

My dear Mr. Drury:

This office is in receipt of a letter dated January 14, 1942, filed in our local District Land Office at Las Cruces, New Mexico., from Raymond Sroaf, Regional Attorney, National Park Service, Santa Fe, New Mexico, transmitting a single map showing the proposed location of a right-of-way for a pipe line to convey water from the so-called Dog Canyon Springs to the White Sands National Monument affecting public lands in T. 18 S., Rs. 8, 9 and 10 E., N. M. P. M., New Mexico.

The Regional Attorney states that there are no funds available at this time for the construction and maintenance of the proposed pipe line, but he believes it advisable that this office make proper notations and encumbrances on our records of the right-of-way, and take any other necessary action that would authorize the construction of the pipe line, if and when funds are made available for such purposes.

Under Departmental instructions of January 13, 1916 44 L.D. 513, reservations may be made of rights-of-way for the construction of roads and telephone lines required by the Forest Service over public lands. By our memorandum of July 29, 1940, approved by the Department (1686037 "F"), regarding a water pipe line constructed by the National Park Service, it was held that the instructions were equally applicable to the pipe line and other structures constructed by the National Park Service or other Government agencies upon unpatented public and reserve land of the United States, and that an exception clause similar to that quoted in the instructions may be inserted in any final certificate or patent which may subsequently be issued for the lands affected by such projects.

It will be noted, however, that the instructions of January 13,

1916, supra, authorizes the reservation in final certificates and patents of such rights-of-way, only, as have been constructed and are being maintained upon public lands, or where survey of the right-of-way has been made and the area needed for such improvements definitely fixed and the construction thereof has been provided for and will be immediately undertaken.

Thus, if the construction of the line has been properly authorized, and will be, immediately undertaken by you, and you will furnish this office with a duplicate of the map filed by the Regional Attorney, a reservation of the right-of-way will be noted on the records of this office and those of the District Land Office, in accordance with the usual practice in such cases.

If, however, your service is unable to furnish the above showing, application for right-of-way for the proposed pipe line may be made to this office under the act of February 15, 1901 (31 Stat. 790; 43 U.S.C. 959), and upon approval of the application the right-of-way will be noted upon the records of this office. If application is made under this act it is suggested that the same be filed at an early date in order to avoid any possible conflicts with like applications that might be filed in the meantime. It will be necessary to furnish a duplicate of the map showing the proposed pipe line right-of-way in either case above suggested.

The map filed by your Regional Attorney and a copy of Circular No. 1237a containing the act of February 15, 1901 and the regulations thereunder are enclosed herewith.

Awaiting your reply in regard to the above matter, further action therein will be held in abeyance.

Very truly yours,

(Sgd) Fred W. Johnson
Commissioner.

Enclosure

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EXTENSION AGREEMENT

WHEREAS, Minnye V. Stark, a single person executed, acknowledged and delivered on or about the 2nd day of October, 1939, a certain right of way easement granting the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe line or pipe lines for conveying water on a strip of land 30 feet wide in Otero County, New Mexico, having 15 feet of that width on each side of the following described center line:

A strip, piece, or parcel of land with 15 feet on each side of the center line described as follows: Beginning at a point on the Section Line between Section Seventeen (17) and Section Eighteen (18), Township Eighteen (18) South, Range Ten (10) East of the NMPM, Eight Hundred and Eighty-five and two tenths feet southerly of the northwest corner of said Section Seventeen (17), thence running southeasterly about one half (½) mile to a point on the north and south center line of said Section Seventeen (17), which point is Fifteen (15) feet southerly of the southwest corner of the northwest quarter (¼) of the Northeast quarter (¼) of said Section Seventeen (17).

(It is agreed that the above described right-of-way will at no time be fenced by the National Park Service, that the pipe line shall be buried to a depth of 2 feet and that the ditch in which the pipe is laid will be refilled.)

for White Sands National Monument.

And, since the Government has been unable, because of the present National emergency, to obtain funds for the construction of such pipe line:

The United States of America and its assigns are hereby granted until June 30, 1945, within which to commence such construction and said easemtne is extended accordingly.

DATED this 8 day of June, 1942.

/s/ MINNYE V. STARK

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On this 8th day of June, 1942, before me personally appeared Minnye V. Stark, a single person and _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

(SEAL) My Commission expires Nov. 14, 1944 /s/ JOHN M. McJUARRIE
Notary Public

My Commission expires:

1-

RIGHT-OF-WAY EASEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

MINNYE V. STARK, a single person, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe-lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:

A strip, piece, or parcel of land with 15 feet on each side of the center line described as follows: Beginning at a point on the Section Line between Section Seventeen (17) and Section Eighteen (18), Township Eighteen (18) South, Range Ten (10) East of the NMPM, Eight Hundred and Eighty-five and two Tenths feet southerly of the northwest corner of said Section Seventeen (17), thence running southeasterly about one half (½) mile to a point on the north and south center line of said Section Seventeen (17), which point is Fifteen (15) feet southerly of the southwest corner of the northwest quarter (¼) of the northeast quarter (¼) of said Section Seventeen (17).

It is agreed that the above described right-of-way will at no time be fenced by the National Park Service, that the pipe line shall be buried to a depth of 2 feet and that the ditch in which the pipe is laid will be refilled.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, provided, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

Minnye V. Stark

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 2nd day of October, 1939, before me personally appeared MINNYE V. STARK, a single person, and _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as _____

RIGHT-OF-WAY EASEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

MINNYE V. STARK, a single person, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant~~s~~ to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe-lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:

A strip, piece, or parcel of land with 15 feet on each side of the center line described as follows: Beginning at a point on the Section Line between Section Seventeen (17) and Section Eighteen (18), Township Eighteen (18) South, Range Ten (10) East of the NMPM, Eight Hundred and Eighty-five and two Tenths feet southerly of the northwest corner of said Section Seventeen (17), thence running southeasterly about one half (½) mile to a point on the north and south center line of said Section Seventeen (17), which point is Fifteen (15) feet southerly of the southwest corner of the northwest quarter (¼) of the northeast quarter (¼) of said Section Seventeen (17).

It is agreed that the above described right-of-way will at no time be fenced by the National Park Service, that the pipe line shall be buried to a depth of 2 feet and that the ditch in which the pipe is laid will be refilled.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, provided, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

Minnye V. Stark

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 2nd day of October, 1939, before me personally appeared MINNYE V. STARK, a single person, and _____ to me known to be the person~~s~~ described in and who executed the foregoing instrument, and acknowledged that ~~they~~ executed the same as ~~their~~ free act and deed.

Dorothy L. Miller
Notary Public in and for Los Angeles County, State of ~~California~~
Residing at Long Beach, ~~California~~ (State)

(Seal)

My Commission Expires: January 24, 1943.

STATE OF NEW MEXICO)
) SS.
COUNTY OF OTERO)

RIGHT-OF-WAY EASEMENT

_____, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant__to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:-

Beginning at a point on the west boundary of Section 17, Township 18 South, Range 10 East, New Mexico Principal Meridian, which point lies South 885.20 feet from the northwest corner of said Section, and running S 89°- 09' E, 2653.20 feet to the east boundary of the northwest quarter of said section.

It is agreed that the above described right-of-way will at no time be fenced by the National Park Service, that the pipe line shall be buried to a depth of 2 feet and that the ditch in which the pipe is laid will be re-filled.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, provided, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

Minnie V. Stark
GRANTOR

Dwight Pierson
GRANTOR

STATE OF NEW MEXICO)
)SS.
COUNTY OF ~~OTERO~~ SANTA FE

ACKNOWLEDGMENT

On this 28 day of March, 1939, before me personally appeared Minnie V. Stark ~~and~~ _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Jane E. Campbell
Notary Public in and for ~~Otero~~ Santa Fe County, New Mexico.

Residing at Santa Fe
New Mexico.

(Seal) My Commission expires 4-16-, 1940

3-

02-20-1942: extension agreement

EXTENSION AGREEMENT

WHEREAS, [illegible] executed, acknowledged and delivered on or about the 17th day of March, 19 39, a certain right of way easement granting the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe line or pipe lines for conveying water on a strip of land 30 feet wide in Otero County, New Mexico, having 15 feet of that width on each side of the following described center line:

Beginning at a point on the east boundary of Section 9, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point is North 11.00 feet from the southeast corner of said Section, and running N 00° - 00' W. 5280.00 feet to the west boundary of said Section.

for White Sands National Monument.

And, since the Government has been unable, because of the present National emergency, to obtain funds for the construction of such pipe line:

The United States of America and its assigns are hereby granted until June 30, 1945, within which to commence such construction and said easement is extended accordingly.

DATED this _____ day of _____, 19___.

Jack Prather

Dora Prather

STATE OF New Mexico)
) ss.
COUNTY OF Otero)

On this 20th day of Feb, 19 42, before me personally appeared Jack Prather and Dora Prather his wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Mrs Ina [illegible]
Notary Public

(SEAL)

My commission expires:

2-3-43.

4-

STATE OF NEW MEXICO)
) SS.
COUNTY OF OTERO)

RIGHT-OF-WAY EASEMENT

Jack E Prather & Mrs Jack Prather his wife, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:-

Beginning at a point on the east boundary of Section 9, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point is North 11.00 feet from the south-east corner of said Section, and running N 00°-00' W, 2220.00 feet to the west boundary of said Section.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, provided, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

Jack E. Walker
GRANTOR

Mrs Jack Prather
GRANTOR

STATE OF NEW MEXICO)
)SS. ACKNOWLEDGMENT
COUNTY OF OTERO)

On this 17 day of March, 1939, before me personally appeared Jack E Prather and Mrs Jack Prather his wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Ina Charles
Notary Public in and for Otero County, New Mexico.

Residing at Alamogordo New Mexico.

(Seal) My Commission expires 2-17-42, 19___.

5-

02-04-1942: extension agreement

EXTENSION AGREEMENT

WHEREAS, Mrs. M.M. Wood executed, acknowledged and delivered on or about the 25th day of February, 1939, a certain right of way easement granting the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe line or pipe lines for conveying water on a strip of land 30 feet wide in Otero County, New Mexico, having 15 feet of that width on each side of the following described center line:

Beginning at a point on the west boundary of Section 14, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point is South 908.80 feet from the northwest corner of said Section, and running S 80° - 02' E, 2681.00 feet to the east boundary of the northwest quarter of said Section.

It is also understood and agreed that the Government shall not fence such right-of-way.

for White Sands National Monument.

And, since the Government has been unable, because of the present National emergency, to obtain funds for the construction of such pipe line:

The United States of America and its assigns are hereby granted until June 30, 1945, within which to commence such construction and said easement is extended accordingly.

DATED this 4th day of February, 1942.

Mrs M. M. Wood
S A Wood

STATE OF New Mexico)
) ss.
COUNTY OF Dona Ana)

On this 4th day of February, 1942, before me personally appeared Mrs. M.M. Wood and to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Annie J. Gordon
Notary Public

(SEAL)

My commission expires:
4-5-44

6-

STATE OF NEW MEXICO)
Dona Ana) SS.
COUNTY OF [redacted])

RIGHT-OF-WAY EASEMENT

Mrs. M. M. Wood and S. A. Wood, [redacted], in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:-

Beginning at a point on the west boundary of Section 14, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point is South 908.80 feet from the northwest corner of said Section, and running S 80° -02' E, 2681.00 feet to the east boundary of the northeast quarter of said Section.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, provided, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

Mrs M. M. Wood
GRANTOR

S. A. Wood
GRANTOR

STATE OF NEW MEXICO)
Dona Ana)SS.
COUNTY OF [redacted])

ACKNOWLEDGMENT

On this 25th day of February, 1939, before me personally appeared Mrs. M. M. Wood and S. A. Wood to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

F C Lopez
Notary Public in and for [redacted]
Dona Ana County New Mexico.

My Commission
Expires April 27th, 1941.

Residing at Las Cruces, New Mexico
New Mexico.

(Seal) My Commission expires _____, 19___.

7-

02-20-1942: extension agreement

EXTENSION AGREEMENT

WHEREAS, Jack Prather & Dora Prather executed, acknowledged and delivered on or about the 17th day of March, 19 39 a certain right of way easement granting the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe line or pipe lines for conveying water on a strip of land 30 feet wide in Otero County, New Mexico, having 15 feet of that width on each side of the following described center line:

Beginning at a point on the west boundary of the northeast quarter of Section 14, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies South 1349.48 feet from the northeast corner of said quarter section, and running S 01 degrees- E 7 W E, 800.84 feet to the west right-of-way line of the existing State Highway.

for White Sands National Monument.

And, since the Government has been unable, because of the present National emergency, to obtain funds for the construction of such pipe line;

The United States of America and its assigns are hereby granted until June 30, 1945, within which to commence such construction and said easement is extended accordingly.

DATED this 20th day of February, 1942.

Jack Prather

Dora Prather

STATE OF New Mexico)
) ss.
COUNTY OF Otero)

On this 20th day of February, 1942, before me personally appeared Jack Prather and Dora Prather his wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Mrs Fern Chandler
Notary Public

(SEAL)

My commission expires:
6-3-43

8-

03-07-1939: right of way easement

STATE OF NEW MEXICO)
) SS. RIGHT-OF-WAY EASEMENT
COUNTY OF OTERO)

P W Sommers & Mrs P W Sommers, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:-

Beginning at a point on the west boundary of the northeast quarter of Section 14, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies South 1249.48 feet from the northwest corner of said quarter section, and running S 21°-27' E, 880.84 feet to the west right-of-way line of the existing State Highway.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, provided, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

P W Sommers
GRANTOR

Mrs P W Sommers
GRANTOR

STATE OF NEW MEXICO)
)SS. ACKNOWLEDGMENT
COUNTY OF OTERO)

On this 7 day of March, 1939, before me personally appeared P W Sommers and Mrs P W Sommers, his wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Jno Charles
Notary Public in and for Otero County, New Mexico.

Residing at Alamogordo New Mexico.

(Seal) My Commission expires 8-17-42, 19__.

9-

EXTENSION AGREEMENT

WHEREAS, Bud Prather & Cora Prather executed, acknowledged and delivered on or about the 17th day of March, 1939, a certain right of way easement granting the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe line or pipe lines for conveying water on a strip of land 30 feet wide in Otero County, New Mexico, having 15 feet of that width on each side of the following described center line:

Beginning at a point on the east boundary of the northeast quarter of Section 14, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies North 1046.80 feet from the southeast corner of said quarter section, and running N 88° - 10' W, 1240.88 feet; thence turning an angle of 0° - 43' to the right and running N 87° - 27' W, 801.74 feet to the east right-of-way line of the El Paso and Southwestern Railroad.

for White Sands National Monument.

And, since the Government has been unable, because of the present National emergency, to obtain funds for the construction of such pipe line:

The United States of America and its assigns are hereby granted until June 30, 1945, within which to commence such construction and said easement is extended accordingly.

DATED this 10th day of February, 1942.

Bud Prather

Cora Prather

STATE OF New Mexico)
) ss.
COUNTY OF Otero)

On this 10th day of February, 1942, before me personally appeared Bud Prather and Cora Prather ~~his wife~~ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Mrs Ina Chandler
Notary Public

(SEAL)

My commission expires:
2-5-43

10-

STATE OF NEW MEXICO)
) SS.
COUNTY OF OTERO)

RIGHT-OF-WAY EASEMENT

Bud Prather & Ona Prather his wife, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:-

Beginning at a point on the east boundary of the northeast quarter of Section 14, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies North 1045.00 feet from the southeast corner of said quarter section, and running N 89°-10' W, 1240.56 feet; thence turning an angle of 6°-45' to the right and running N 82°-25' W, 891.74 feet to the east right-of-way line of the El Paso and Southwestern Railroad.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, provided, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

Bud Prather
GRANTOR

Ona Prather
GRANTOR

STATE OF NEW MEXICO)
)SS. ACKNOWLEDGMENT
COUNTY OF OTERO)

On this 17 day of March, 1939, before me personally appeared Bud Prather and Ona Prather his wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Tom Charles
Notary Public in and for Otero County, New Mexico.

Residing at Alamogordo New Mexico.

(Seal) My Commission expires 8-17-42, 19___.

11-

EXTENSION AGREEMENT

WHEREAS, Bud Prather & Cora Prather executed, acknowledged and delivered on or about the 17th day of March, 1922, a certain right of way easement granting the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe line or pipe lines for conveying water on a strip of land 30 feet wide in Otero County, New Mexico, having 15 feet of that width on each side of the following described center line:

Beginning at a point on the east boundary of Section 13, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies South 1745.16 feet from the northeast corner of said Section, and running N 89° - 09' W, 2645.28 feet, more or less, to to west boundary of the northeast quarter of said section.

for White Sands National Monument.

And, since the Government has been unable, because of the present National emergency, to obtain funds for the construction of such pipe line:

The United States of America and its assigns are hereby granted until June 30, 1945, within which to commence such construction and said easement is extended accordingly.

DATED this 10th day of Feb, 19 42

Bud Prather

Cora Prather

STATE OF New Mexico)
) ss.
COUNTY OF Otero)

On this 10th day of February, 19 42, before me personally appeared Bud Prather and Cora Prather his wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

(SEAL)

My commission expires:
2-3-43

12-

STATE OF NEW MEXICO)
) SS. RIGHT-OF-WAY EASEMENT
COUNTY OF OTERO)

Bud Brother & Cora Brother his wife, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:-

Beginning at a point on the east boundary of Section 18, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies South 1748.16 feet from the northeast corner of said Section, and running N 88°-09' W, 2648.88 feet more or less, to the west boundary of the northeast quarter of said section.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, provided, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

Bud Brother
GRANTOR

Cora Brother
GRANTOR

STATE OF NEW MEXICO)
)SS. ACKNOWLEDGMENT
COUNTY OF OTERO)

On this 17 day of March, 1939, before me personally appeared Bud Brother and Cora Brother his wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Jas. Charles
Notary Public in and for Otero County, New Mexico.

Residing at Alamogordo New Mexico.

(Seal) My Commission expires 8-17-42, 19___.

13-

EXTENSION AGREEMENT

WHEREAS, W. S. Simmons executed, acknowledged and delivered on or about the 20th day of February, 1939, a certain right of way easement granting the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe line or pipe lines for conveying water on a strip of land 30 feet wide in Otero County, New Mexico, having 15 feet of that width on each side of the following described center line:

Beginning at a point on the east boundary of Section 18, Township 18 South, Range 10 East, New Mexico Principal Meridian, which point lies South 385.20 feet from the northeast corner of said section, and running N 89° 00' W, 2638.50 feet to the west boundary of the northeast quarter of said section.

for White Sands National Monument.

And, since the Government has been unable, because of the present National emergency, to obtain funds for the construction of such pipe line:

The United States of America and its assigns are hereby granted until June 30, 1945, within which to commence such construction and said easement is extended accordingly.

DATED this 5th day of February, 1942.

W S Simmons

STATE OF New Mexico)
) ss.
COUNTY OF Otero)

On this 5th day of February, 1942, before me personally appeared W S Simmons and to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

(SEAL)

My commission expires:
2-3-43

14-

STATE OF NEW MEXICO)
) SS. RIGHT-OF-WAY EASEMENT
COUNTY OF OTERO)

W. S. Simmons, a single man, , in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:-

Beginning at a point on the east boundary of Section 18, Township 18 South, Range 16 East, New Mexico Principal Meridian, which point lies South 688.8 feet from the northeast corner of said section, and running N 89°-29' W, 2638.8 feet to the west boundary of the northeast quarter of said section.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, provided, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

W. S. Simmons
GRANTOR

GRANTOR

STATE OF NEW MEXICO)
)SS. ACKNOWLEDGMENT
COUNTY OF OTERO)

On this 20 day of July, 1939, before me personally appeared W S Simmons and a single man to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Jas Chaves
Notary Public in and for Otero County, New Mexico.

Residing at Alamogordo New Mexico.

(Seal) My Commission expires 2-17-42, 19___.

15-

EXTENSION AGREEMENT

WHEREAS, _____ executed, acknowledged and delivered on or about the 9th day of March, 1939, a certain right of way easement granting the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe line or pipe lines for conveying water on a strip of land 30 feet wide in Otero County, New Mexico, having 15 feet of that width on each side of the following described center line:

Beginning at a point on the west boundary of Section 13, Township 18 South, Range 10 East, New Mexico Principal Meridian, which point lies South 709.60 feet from the northwest corner of said Section, and running S 88° - 09' E, 2640.00 feet to the east boundary of the northwest quarter of said section.

This right-of-way easement shall be null and void in the event the grantee does not keep said pipe-line or pipe-lines buried at least 18'' under ground, and shall be null and void in the event the grantee attempts to fence said right-of-way-easement.

for White Sands National Monument.

And, since the Government has been unable, because of the present National emergency, to obtain funds for the construction of such pipe line:

The United States of America and its assigns are hereby granted until June 30, 1945, within which to commence such construction and said easement is extended accordingly.

DATED this 3rd day of February, 1942

Julia F. Morgan

STATE OF Texas)
) ss.
COUNTY OF El Paso)

On this 3rd day of February, 1942 before me personally appeared Julia F. Morgan and _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Notary Public

(SEAL)

My commission expires;

16-

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STATE OF NEW MEXICO)
) SS. RIGHT-OF-WAY EASEMENT
COUNTY OF OTERO)

Julia F. Morgan, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:-

Beginning at a point on the west boundary of Section 19, Township 18 South, Range 18 East, New Mexico Principal Meridian, which point lies South 760.40 feet from the northwest corner of said Section, and running S 89°-59' E, 2640.00 feet to the east boundary of the northwest quarter of said section.

This right-of-way easement shall be null and void in the event the grantee does not keep said pipe-line or pipe-lines burried at least 18" under ground, and shall be null and void in the event the grantee attempts to fence said right-of-way easement.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, previded, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

/s/ JULIA F. MORGAN
GRANTOR

GRANTOR

STATE OF NEW MEXICO)
)SS. ACKNOWLEDGMENT
COUNTY OF Dona Ana)

On this 8th day of March, 1939, before me personally appeared Julia F. Morgan and _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

/s/ THOMAS B. RAPKOCK
Notary Public in and for Dona Ana Cty. New Mexico.

Residing at Las Cruces
New Mexico.

(Seal) My Commission expires February 25, 1942.

17-

C
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P
Y

EXTENSION AGREEMENT

WHEREAS, Pearl Still, a single person executed, acknowledged and delivered on or about the 16th day of March, 1939, a certain right of way easement granting the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe line or pipe lines for conveying water on a strip of land 30 feet wide in Otero County, New Mexico, having 15 feet of that width on each side of the following described center line:

Beginning at a point on the west boundary of the northwest quarter of Section 13, Township 18 South, Range 9 East, New Mexico Pringipal Meridian, which point lies North 1045.80 feet from the southwest corner of the said quarter section, and running S 88° 10' E, 2645.25 feet, more or less, to the east boundary of the said quarter section.

for White Sands National Monument.

And, since the Government has been unable, because of the present National emergency, to obtain funds for the construction of such pipe line:

The United States of America and its assigns are hereby granted until June 30, 1945, within which to commence such construction and said easement is extended accordingly.

DATED this 15th day of June, 1942.

/s/ PEARL STILL

STATE OF IOWA)
)
COUNTY OF DECATUR)

On this 15th day of June, 1942, before me personally appeared Pearl Still, a single person ~~xnx~~ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

/s/ H. L. OSBORN
Notary Public

(SEAL)
My commission expires: July 4th 1942

18-

STATE OF ~~NEW MEXICO~~ MISSOURI)
) SS.
COUNTY OF ~~OTERO~~ JACKSON)

RIGHT-OF-WAY EASEMENT

~~• • • •~~ Pearl Still, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, hereby grant to the United States of America the right to construct, maintain, inspect, repair, operate and remove a pipe-line or pipe lines for conveying water, on a strip of land 30 feet wide, in Otero County, New Mexico, having 15 feet of that width on each side of the following described center-line:-

Beginning at a point on the west boundary of the northwest quarter of Section 13, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies North 1046.00 feet from the southwest corner of the said quarter section, and running S 89° 10' E, 2646.36 feet more or less, to the east boundary of the said quarter section.

If the right herein granted is not used within three years, or if the pipe-line or pipe-lines herein mentioned be not operated for a period of three years, this right-of-way easement shall be null and void, provided, however, that the United States shall thereafter be permitted to go upon said premises and to remove therefrom any and all pipe, materials and property placed thereon by said United States.

Pearl Still
GRANTOR

GRANTOR

STATE OF ~~NEW MEXICO~~ Missouri)
) SS.
COU. TY OF ~~OTERO~~ Jackson)

ACKNOWLEDGMENT

On this 16th day of March, 1939, before me personally appeared Pearl Still and
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

McKee Nelson
Notary Public in and for ~~Otero County, New Mexico~~ Jackson Co. Mo

Residing at Kansas City Mo.
~~New Mexico~~

(Seal) My Commission expires April 3rd, 1940.

19-

02-27-1939: memorandum to regional director from associate attorney regarding abstract of water right title

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

White Sands National Monument
Alamogordo, New Mexico
February 27, 1939

Memorandum for the Regional Director, Region III
U. S. Court House
Santa Fe, New Mexico

in deed assemblies

Herewith you will find enclosed Abstract of water right title to Dog Canyon Springs as requested by you in your telegram to San Francisco under date of February 10th, and in our personal conversation on February 17th at Santa Fe. I was enabled to procure the old Abstract of Title from Attorney J. L. Lawson upon my first interview with him last Tuesday. My explanation of the Abstract is given in my Statement and Certificate at the end thereof. You will note therefrom that I am not attempting to give any abstract title to the land involved in our Option of Purchase June 11, 1937. I believe that is impossible for me to do just as stated in previous correspondence from Attorney Lawson for the reason that Lawson has no perfected title to the land as yet, that title standing in the name of the State of New Mexico. If required by Washington, we will have to obtain the record of United States Patent to the State of New Mexico, for the lands in this vicinity and then when the State of New Mexico issues their reconveyance to the United States we should have our chain of land title complete, showing its origin in the United States Patent to the State, and the State's Deed back to the United States.

I believe that I have covered everything in this county involving the water right, which is the real thing we are purchasing from Lawson, as I have searched the records of the County Recorder, County Clerk, Assessor, and Tax Collector and then checked with the Pioneer Abstract Company, whose records go back of the time when this County was created in 1899, and to the time when it was part of Lincoln County.

I have procured from Attorney George Shipley certain office files of his which show the importance of the contest of the water right of J. L. Lawson made by Mr. Shipley's client, W. W. Hayward. These files consist of the testimony in the case, the brief of the protestant and the brief of the protestee. This case was decided in favor of Lawson by the State Engineer and also by the District Judge dismissing the appeal filed by Hayward against Lawson. I am returning

these papers to Mr. Shipley as soon as possible and I am therefore copying them as rapidly as I can do so on this trip.

I am also enclosing herewith Affidavits of J. L. Lawson and Oliver M. Lee, which go to substantiate the claim of water rights in Dog Canyon from 1893 to date. These Affidavits were requested by Judge H. A. Kiker, Special Assistant to the Attorney General for submission to the State Engineer, as you will notice by your files. They maybe useful when we make application to the State Engineer for change of place of use and method of use at the White Sands. They maybe useful for your files in case Washington calls for corroborative evidence of my certificate herein.

Trusting this meets with your satisfaction, I remain

Albert L. Johnson,
Associate Attorney

Enc.
cc: w/original.
Supt. Pinkley.
The Director.
Custodian Charles.

Statement and Certificate

The attached Abstract submitted to me by Attorney J. L. Lawson certified by the Probate Clerk and Ex Officio County Recorder seems to include all of the instruments of record involving said J. L. Lawson's title to the water rights of Dog Canyon since the founding of the County of Otero in 1899, or so far as I could discover from the indices and records of the Pioneer Abstract Company of record in the preceeding County of Lincoln, which included Otero County, down to May, 1908, when the property in question was deeded to the Otero County Irrigation Company. This Abstract of J. L. Lawson was said to have been made for him at the time he accepted a mortgage from the Otero County Irrigation Company. I have included since that date, whatever instruments I can find or record which may involve the title to this water right at Dog Canyon, or the adjacent land known as the Lee Ranch, purchased by said Lawson under contract of sale from the State of New Mexico, and including in this Abstract the Decision of the State Engineer ratified by the District Court of New Mexico, confirming the title to said water right to said J. L. Lawson. I am including the only proceedings which seemed to have attacked said Lawson's title since he acquired same by foreclosure on the Otero County Irrigation Company.

The survey of the 440 Acres which said J. L. Lawson is selling or assigning to the United States was confirmed by James W. Marsh, Surveyor General of the United States, on January 12, 1911, as appears by photostatic copy in the office of the County Assessor in Otero County, which survey includes Sections 18 and 21 - Tp. 18 S, R 10 E, NMPM. The assessor carries the equity in State Contract No. 1656, assigned to J. L. Lawson on his books for an assessed value of $65.00 for the land and $255.00 for the improvements thereon.

The County Tax Collector and Treasurer of Otero County shows by his books all taxes paid upon the said 440 Acres assessed to J. L. Lewson for the past ten years up to the present time save and except the second installment of the current year's taxes, due in April, 1939. No seperate assessment is made of the Dog Canyon water right according to the Assessor and Tax Collector.

Lewson details in his protest to application of W. W. Hayward, No. 1902, Case No. 2941 as follows:

"That the said lands which the said Oliver M. Lee was occupying were afterwards surveyed and they are now as follows: -

The S ½ of the NW ¼; and N ½ of SW ¼ of

Sec. 21, T. 18 S., R. 10 E.

"said waters used for domestic, stock and irrigating purposes continuously since the year 1893."

All ditches of Lee abandoned except that to the Dog Canyon Ranch, according to the proceedings in this case.

The Complaint, Answer, Reply, Decree, Report of Special Master, and Confirmation of Sale in Civil Case No. 914 in the District Court for Otero County, State of New Mexico, were examined but only the Confirmation of Sale is included herein as summing up the final proceedings in said Case.

Typographical errors are of record.

I hereby certify that I was designated by the Regional Director of Regional No. Three of the National Park Service to abstract the land and water rights of the contempleted purchase of Water Rights in Dog Canyon and the lands upon which the said waters had been used, namely 440 acres comprised in New Mexico State Contract No. 1656, which land and water rights have been under option from J. L. Lawson of Alamogordo to the United States since June 11, 1937.

I hereby certify that I have made a search of the records of the County of Otero, both judicial records and records of transfers and all instruments indicated by name indices of the grantor, J. L. Lawson, which effect the title to the land and water rights in question from the beginning of the County records up to the present time; that I further certify that I have made a search of the tax and assessment rolls; and I further certify that I am adding hereto all the pertinent instruments effecting the title to the water rights and incorporating therewith the Abstract of Title submitted by Attorney J. L. Lawson in accordance with his Option of June 11, 1937, which said abstract of title shows the chain of title to water rights up to the time of Otero County Irrigation Company giving said J. L. Lawson, our grantor, a mortgage upon said water rights which was duly foreclosed and sold to said Lawson in accordance with Deed of Special Master submitted by said J. L. Lawson and incorporated in this Abstract.

I hereby certify that while making a search of County records as to the land, 440 acres, to be sold the United States under the Option of June 11, 1937, yet the chain of title must be shown by the Patent of the United States to the State of New Mexico, in the files of the General Land Office in Washington, D. C., and the State's

issuance of Deed to the United States under the assignment of said J. L. Lawson's contract of Purchase from the State of New Mexico, No. 1656, dated March 27, 1918. The records of the General Land Office and the reconveyance by the State to the United States should constitute the chain of title here.

Albert L. Johnson,
Associate Attorney
National Park Service.

State of New Mexico,)
)ss.
County of Otero)

J. L. LAWSON, being first duly sworn, on his oath declares that he has been the owner of the Dog Canyon water right, appropriated by Oliver M. Lee on April 25, 1906, ever since June 1910; that he has been the equitable owner of the Lee Homestead in Sections 21 and 28 of T. 16-S, R. 10-E, ever since his contract of purchase from the State of New Mexico, in 1918, that he has made use of the waters of Dog Canyon ditch for domestic and stock purposes ever since 1910. That he knows of no reason why, with the transfer of his contract of purchase No. 1586 with the State of New Mexico, and the Quit Claim to the United States of America, of his water right to Dog Canyon Ditch, why the waters thereof cannot be diverted therefrom for the White Sands National Monument for domestic purposes.

J. L. Lawson

Subscribed and sworn to before me this 25th day of February, 1939.

(Seal)

Mrs. Tom Charles
Notary Public for Otero County, N.M.

Copy

State of New Mexico,)
)ss.
County of Otero)

OLIVER M. LEE, being first duly sworn, on his oath declares that he has heretofore constructed a ditch running from near the mouth of Dog Canyon in Otero County, New Mexico, and appropriated all of the waters of Dog Canyon thereby. That such ditch was commenced and finished by him in the month of December, 1893, from the head-gate thereof at the Dog Canyon upper most spring for a distance of about one and one quarter miles to a point indicated on the map filed in the office of the County Clerk of Otero County on the 23rd day of April, 1906, with his original application for a water appropriation therefor; that thereafter on the 1st day of March, 1906, he commenced to construct an extension of said ditch from the point so indicated on his recorded map and thereafter completed the construction thereof to the end of said ditch as shown and reported on the foresaid recorded map. That said ditch was and is known as the Dog Canyon Ditch, that sied ditch conveyed the waters of Dog Canyon to the old Lee Ranch located in what is now know as Section 21 and Section 28, T. 18-S, R-10-E. That thereafter this affiant sold said water right and the land known as the Lee Ranch, and after passing through several hands the said land and water right came legally into the possession of J. L. Lewson. That ever since about the year 1910, J. L. Lewson has been the owner of said water right and ever since the year about 1918, said J. L. Lewson has been the equitable owner of the Lee Ranch by reason of contract of purchase from the State of New Mexico. That the waters derived from the Dog Canyon were used for domestic, stock, and irrigation purposes by this affiant and he is informed and believes and thereby alleges to be true that J. L. Lewson has used said waters for

domestic and stock purposes for the past twenty years.

Oliver M. Lee

Subscribed and sworn to before me this 25th day of February, 1939.

Mrs. Tom Charles

Notary Public for Otero County, N.M.

C O P Y

DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

May 15, 1939

33-104-32-645

Honorable Harold L. Ickes
Secretary of the Interior
Washington, D. C.

My dear Mr. Secretary:

An examination has been made of the title data relating to 440 acres of land, more or less, Tract No. 3, White Sands National Monument Extension Project, in Otera County, New Mexico. This land is to be acquired for a consideration of $3000 by authority of existing legislation. Your reference is No. LD-NM-14-3.

The land is described in the enclosed assignment of state land purchase contract dated January 30, 1939 from J. L. Lawson to the United States of America, which is satisfactory in form.

The abstracts which contain 18, 30, 21, 5, 7, & 7 pages respectively, were last satisfactorily certified on March 20, 1939, by H. H. Major, probate Clerk and Exofficio Recorder; March 31, 1939, April 1, 1939, April 8, 1939, by Raymond Sroaf, Assistant Attorney National Park Service, and on April 3, 1939, by Thomas M. McClure, State Engineer of the State of New Mexico, respectively.

The abstracts and accompanying data disclose the title to be vested in the state of New Mexico, subject to:

1. The rights of J. L. Lawson by virtue of contract, No. 1656, for the purchase of public lands.

2. A reservation unto the United States for rights of way over and across said lands for ditches or canals constructed by their authority, or as directed and required by the act of Congress approved August 30, 1890 (26 Stat. 391).

3. Reservation which will inure to the State of New Mexico to all minerals under the land sought to be acquired as set forth in the contract for purchase.

4. Satisfactory evidence that sale No. 1058, which involves the land sought to be acquired, was made in strict accordance with all of the requirements set forth in the Enabling Act.

5. The rights or claims of persons in possession.

6. Easements, if any, used by third persons in connection with vested and accrued water rights.

7. Adverse effect of such facts as may be disclosed by a tract map or survey.

8. Mechanics' liens, if any, not shown of record.

As disclosed by the abstracts and related papers, the full right title and interest in and to the water rights in Dog Canyon, adjacent to the land sought to be acquired cannot be approved, without adjudication, for direct purchase, inasmuch as there appears to be appropriations or intended appropriations of water from Dog Canyon other than those presumed to be vested in the government's proponent, J. L. Lawson.

Since these water rights are essential for the development of the Project, it follows that the land coupled with all of the water rights of Dog Canyon cannot be approved for acquisition by direct purchase.

The abstracts and related papers are enclosed.

Respectfully,
For the Attorney General

(Sgd) Charles E. Collett
CHARLES E. COLLETT
Acting Assistant Attorney General

Enclosure 347926

COPY

Santa Fe, New Mexico.

April 18, 1939.

Hon. Charles E. Collett,
Acting Assistant Attorney General,
Washington, D.C.

Sir: Re: J.L.Lawson, Tract 3, LD-NM-14.
White Sands National Monument.

Pursuant to request of Mr. Herbert Maier, Acting Regional Director, National Park Service, Department of the Interior, Santa Fe, New Mexico, I have examined the following enclosed abstracts and documents, which I have marked 1 to 5 inclusive for convenience, relating to the waters and water rights of Dog Canyon, Otero County, New Mexico:

No. 1. Abstract containing 19 pages, certified January 26, 1907, by H.H.Major, Probate Clerk and ex-officio recorder of the County of Otero, Territory of New Mexico, and subsequent abstract of title containing pages 20a, 21 to 29 inclusive, certified May 27, 1908, by H.H.Major, Probate Clerk and ex-officio recorder of the County of Otero, Territory of New Mexico, and attached thereto sheet showing release of mortgage, O.M.Lee to A.M.Jackley, F. Corp and Geo. T. Temple.

No. 2. Transcript of foreclosure proceedings in the District Court of Otero County, New Mexico, relating to foreclosure suit had in Cause No. 914, District Court of Otero County, New Mexico, containing 20 pages, certified by Raymond Sroaf, Assistant Attorney of the National Park Service, Region III, Santa Fe, New Mexico, certified as of March 28, 1939.

No. 3. Transcript of proceedings in the matter of application of W.W.Hayward before the State Engineer of New Mexico and in the District Court of Otero County, New Mexico, containing 4 pages, certified by Mr. Sroaf, as of April 1, 1939.

No. 4. Transcript of proceedings in the office of the State Engineer in the matter of Dog Canyon, Otero County, New Mexico, containing 6 pages, certified by Thomas M. McClure, State Engineer of New Mexico, as of April 3, 1939.

No. 5. Document entitled "Transcript of Certificate dated March 28, 1939, by Helen Shields; Affidavit dated March 28, 1939, Tom Charles and J.L.Lawson; Affidavit dated March 28, 1939, by J.L.Lawson; Final Decree Thomas J. Knight, et al, vs. Oliver M. Lee, in Cause No. 395; Letter and attached statement dated April 4, 1939, by A.J.Gillis, County Treasurer, and Ben Longwell, County Assessor," containing 6 pages, certified by Mr. Sroaf as of April 8, 1939.

It is evident from an examination of the above listed documents that as of record there are appropriations or intended appropriations of water from Dog Canyon, Otero County, New Mexico, other than that of the proponent J.L.Lawson, as abstract No. 1 shows:

(a) an intended appropriation by Thomas J. Knight and A.J.Smith, at sheet 3, and an injunction with reference to water rights, although the injunction refers to the San Andreas Canyon;

(b) a license to appropriate water granted to John B. Stark in pursuance of permit No. 386 by Charles D. Miller, State Engineer, New Mexico, on June 29, 1912, shown in document No. 4;

(c) a license to appropriate water under permit 1193 granted to Eva Robinson, et al, on September 1, 1921, by Charles A. May, State Engineer, shown in document No. 4.

The water right claimed by the proponent, J.L.Lawson, appears to have been initiated under the provisions of chapter 104, Laws of 1905, which provides for filing of notice to appropriate unappropriated waters, and upon compliance with the filing of such notice, gives the claimant the exclusive right of all unappropriated waters sought to be diverted or appropriated, or so much thereof as may be useful or necessary for the accomplishment of all purposes set out in the notice of appropriation. It is noted that the notice does not state the purpose for which appropriation is sought to be made, nor does it contain any description of the lands to which the waters are to be applied; however, the provisions for the appropriation of water set out in said chapter 104, Laws of 1905, do not appear to me to be exclusive, as they merely make provision of one way in which an appropriation may be

made. It was not until March 19, 1907, that the manner of appropriation became exclusive, as provided in chapter 49, New Mexico Session Laws of 1907, and prior to the enactment of said chapter 49, Laws of 1907, rights of appropriation were based upon application to beneficial use. The claim of the proponent to the water rights in Dog Canyon must be based on application to beneficial use, riparian ownership in New Mexico not being recognized. In this connection, the affidavits of Tom Charles and J.L.Lawson and the affidavit of J.L.Lawson appearing in document 5 above described, should be noted, and if the matters stated in said affidavits are accepted as true, then, the proponent J.L.Lawson has good and valid title to the water rights of Dog Canyon for the irrigation of the S½NW¼ Sec.21, Twp. 18 S., R. 10 E.

However, there being no adjudication of the water rights of Dog Canyon establishing the rights to the water and priority thereto, I cannot give it as my opinion that from the record the proponent has a good and valid title to the water rights of Dog Canyon for the irregation of the lands above described, with priority over the other rights from said stream which have been granted by the State Engineer of the State of New Mexico, and I must add that in no case or situation is it likely that an opinion can be expressed, with reasonable certainty, as to validity or priority of a water right, unless the rights to water and priority have been established by judicial decree.

I have also examined the enclosed abstract of title No. 1084 prepared by Mary Coleman Griffin, Bonded Abstractor, Santa Fe, New Mexico, containing 18 pages, certified to March 20, 1939, of the Records of the State Land Office, covering the S½NW¼, SW¼, W½SE¼, Sec. 21; N½NW¼, NW¼NE¼, Sec. 28, Twp. 18 S., R. 10 E., N.M.P.M., which lands are involved in contract No. 1656 for the purchase of said lands by J.L.Lawson from the State of New Mexico, said lands having been granted to the State of New Mexico by the United States of America pursuant to the provisions of the Enabling Act of the State of New Mexico.

At page 12 of the abstract the statement is made that the file for sale No. 1058, under which said lands were sold, cannot be found in the files of the Commissioner of Public Lands of New Mexico, and no data relative to publication of sale, etc. is available. Section 10 of the Enabling Act provides that lands granted by the United States of America to the State of New Mexico shall not be sold

or leased in whole or in part except to the highest and best bidder at a public auction to be held at the county seat of the county wherein the lands to be conveyed, or the major portion thereof, shall lie, notice of which public auction shall first have been duly given by advertisement, which shall set forth the nature, time and place of the transaction to be had, with a full description of the lands, to be published once each week for not less than ten consecutive weeks in a newspaper of general circulation, published regularly at the State capital, and in a newspaper of like circulation which shall then be regularly published next the location of such lands so offered, save at the place, in the manner and after the notice by publication thus provided for sales and leases of the lands themselves, and that every sale not made in substantial conformity with said provisions shall be null and void. The recital in the contract shown at page 14 of the abstract that the sale was made after due and legal notice by advertisement and public auction, all as provided by law, if said contract is a public record, is at most prima facie evidence of those facts stated, but is not conclusive.

In document No. 5 there is attached a tax statement, together with letter of transmittal by the County Treasurer and County Assessor, Otero County, showing that there are no taxes due on the equity of State Contract No. 1656, except for the last half of the year 1938.

I am of the opinion that J.L.Lawson has a good and valid right to receive a patent from the State of New Mexico for the lands above described under said contract No. 1656, which contract is shown at pages 14, 15 and 16 of the abstract, upon payment of the balance owing the State of New Mexico for purchase price of said lands, which appears to be $1254.00 and interest thereon from March 15, 1938, as in said contract provided, subject to:

1. Reservation of the minerals contained in said lands to the state of New Mexico.

2. Valid and existing easements, rights-of-way and reservations.

3. Proper proof of advertisement of sale, and that said advertisement contained all the requirements set forth in Section 10 of the Enabling Act.

I am advised that it is contemplated, upon the closing of the purchase of the rights of J.L.Lawson to a patent to said lands, to pay the State of New Mexico the balance owing on said contract No. 1656, and to have patent issue by the State of New Mexico either to the proponent J.L.Lawson or the United States of America. It is an established rule of law that in an action at law, the patent will be conclusive evidence that all requirements preliminary to its issue have been complied with, and that the only party that can attack a patent will be the State or some other interested party, and from the records it does not appear that there is any other interested party; but the rule appears to be otherwise in an equity case in which the State can attack the patent for fraud, mistake or false suggestion, of its officers; and, in view of these rules, it seems that further evidence will be required relative to the publication of notices of sale as required under the Enabling Act. It might be possible to obtain evidence of the actual newspaper issues in which the advertisement was made.

At the request of the National Park Service, the department which has submitted to me the abstract for examination, I am forwarding this abstract and related papers without attempting to procure further curative matter from the field, with respect to the State lands, as said department wants an early consideration of the matter by your office for the probable issuance of check in payment for the rights to be conveyed by J.L.Lawson prior to June 30, 1939, the department advising that after said date funds will be unavailable for this purchase.

Yours very truly,

H.A.Kiker,
Special Attorney,
Department of Justice.

MAS/JG

04-18-1939: abstract of title: 'the waters and water rights of dog canon, otero county, state of new mexico'

NO. 1

ABSTRACT OF TITLE

COVERING

"THE WATERS AND WATER RIGHTS
OF DOG CANON,
OTERO COUNTY, STATE OF NEW MEXICO"

***

-1-

Territory of New Mexico }
County of Otero }

Oliver M. Lee being first duly sworn according to law says:

That he commenced work on the construction of a Ditch on the (Creek) twenty thrid day of May 1905 for the purpose of diverting the water flowing in the San Andreas Canon, in the County of Otero and Territory of New Mexico.

That said ditch when complete will begin at a point on said canon about fifty feet from the foot of the Sacramento Mountians and run in a southwesterly direction for a distance of about one and a half miles to a point where it shall connect with a ditch owned by himself and comveying the waters of a ~~Xxxx~~ Canon known as the Dog Canon and thence in a westerly direction about one half mile.

That the souree of supply of water from said ditch is the flood and waste waters flowing from the San Andreas and Dog ~~Xxxx~~ Canon,

That a map showing the direction of said ditch is filed with this statement.

Sgd. Oliver M. Lee

Subscribed and sworn to before me this the 23rd. day of May 1905.

(Seal) H. H Major, Probate Clerk

Filed for record May 23,1905 at 4 o'clock p.m.
Recorded in Deed Record No. 6 at page 581,
Records of Otero County, New Mexico.

(Map filed showing route of ditch)

...ances in the above instrument.

TERRITORY OF NEW MEXICO,
COUNTY OF OTERO

Oliver M. Lee, being first duly sworn according to Law, says, that he commenced work on the construction of a Ditch on the (23d) twenty third day of May 1905, for the purpose of diverting the Water flowing in the San andreas Canon, in the County of Otero and Territory of New Mexico, that said ditch when completed will begin at a point on said Canon, about fifty feet from the foot of the Sacremento Mountain and run in a South Westerly direction for a distance of about one and one half miles to a point where it shall connect with a ditch owned by himself and conveying the Waters of a canon known as the Dog Canon, and thense in a westernly direction about one half mile,

that the source of supply of water for said ditch is the flood and Waste water flowing from the San Andreas and Dog Canons, that a map showing the direction of said ditch is filed with this statement,

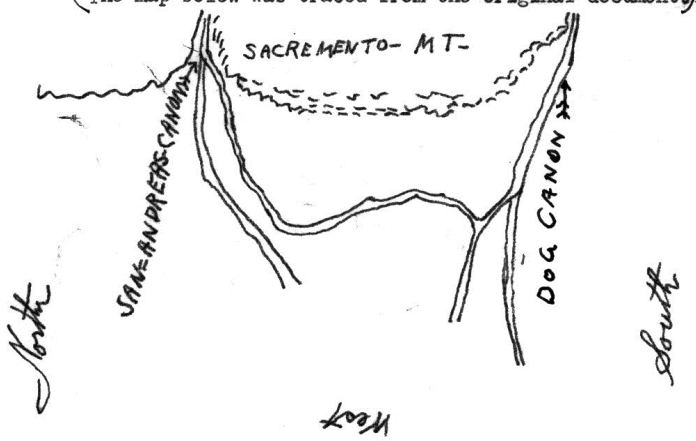
Sgd. Oliver M. Lee.

Subscribed and sworn to before me this 23rd day of May 1905.

Sgd. H. H. Major.

(Above in the handwriting of Oliver M. Lee) added by NPS

The map below was traced from the original document.



MAP-OF- DITCH-
TAKEN-FROM- THE- SAN- ANDREAS-
AND- DOG CANON-

(Copy by NPS)

ABSTRACT OF TITLE.

2 -

Chattel Mortgage Record 30 Page 113

Oliver M. Lee

To

H. M. Ritz.

Kind of Instrument Chattel Mortgage

Consideration $ 17,366.50

Date of Instrument May 23,1905

Date of Filing

Granting Clause (quote literally, with words of inheritance if used)

Does hereby grant, bargain and sell unto the party of the second part, his heirs and assigns.

Description (same as No.)

Also all interest in and to all water right known as the Dog Canon Water Right, having its source at or near the mouth of Dog Canon in said County of Otero and extending from said source in ditches and pipes from said source on the ranch of the party of the first part, the title to said water right being vested in the party of the first part by prior appropriation thereof.

Mortgage conveys other property.

Habendum clause (quote literally, with uses, trusts, etc., if any)

TO HAVE AND TO HOLD all and singular the said goods and chattels unto the said party of the second part his heirs and assigns forever.

Conditions, limitations and recitals

As a mortgage however to secure the payment of 2 certain Promissary note dated even date herewith, one for $10,000.00 and one for $7,366.50, the first being due four months after date and the last one year after date both with interest at 10 per cent per annum and the usual 10% for collection.

Covenants (other than those of warranty)

Acknowledged before H. H. Major, Probate Clerk *for the county of*

Otero, N.M. , *the* 23 *day of* May , *1905*

Did each grantor acknowledge? Yes *Did officer certify to personal knowledge of each?* Yes

Was officer's seal attached? Yes *Did each grantor sign by name given in granting clause?* Yes

NOTE:—What defect or irregularities in the above instrument?

Territory of New Mexico } ss
County of Otero }

Thomas J. Knight and A. J. Smith being first duly sworn according to law, say:

1. That they propose and intend to construct a ditch for the purpose of diverting and using all theunappropriated waters flowing out of San Andreas Canon, in said County, that said ditch is to begin in the natural channel at ½ mile from mouth of said San Andreas Canon, said ditch to be eight feet wide and two feet deep and to run in a westerly and southwesterly direction for a distance of about two miles, that said water is for the purpose of irrigation and domestic purposes, that a map of said ditch showing its location and direction is filed with this affidavit.

2. That they propose and intend to construct a ditch for the purpose of diverting and using all theunappropriated water flowing from the Canon known as Dog Canon in said County; that said ditch is to begin in the natural channel about one half mile from the mouth of said canon, that said ditch is to be ten feet wide and two feet deep and to extend in a westerly and southwesterly direction for about one mile; that said water is to be used and appropriated for irrigation and domestic purposes that a map showing location and direction of said ditch is filed with this notice .

3. That further description of said ditches is impracticable the land being unsurveyed.

Sgd. Thomas J. Knight
A. J. Smith

Subscribed and sworn to before me this the 4th. day of January 1906.

(Seal) H. H. Major, Probate Clerk.

Filed for record January 4,1906 at 4 o'clock p.m.
Recorded in Deed record No. 25 at page 46,
Records of Otero County,New Mexico.

Territory of New Mexico }
County of Otero } ss

Oliver M. Lee being first duly sworn according to law, says that he is the same and identical person who on the 23rd. day of May 1905, filed in the office of th Probate Clerk and Ex-officio Recorder of the County of Otero, Territory of New Mexico, a certain notice of the diverdion and appropriation of waters flowing in the San Andreas Canon in the Cunty of Otero, Territory of New Mexico, and of the flood and waste waters therein and also of the diversion and appropriation of waters from Dog Canon.

NOW, THEREFORE, for the purpose of correcting such statement and claim of the diversion and appropriation of such waters and in enlargement of the appropriation thereof affiant hereby makes and files this his amended statement of such diversion and appropriation of said waters, as follows, to wit:

1. That on or about the 23rd. day of May 1905, he commenced the construction of a ditch in Otero County, New Mexico leading from the mouth of Dog Canon; known as the San Andreas Ditch, the head gate of which ditch is situated at the mouth of Dog Canon about thriteen miles south of the town of Alamogordo in said County of Otero, Territory of New Mexico.

2. Such ditch is of the present width of four (4) feet and the depth of One (1) foot for about a distance of one mile from head gate to station Thirteen (13) on the map hereto attached from which said point said ditch is to be sixteen (16) feet wide and two (2) feetdeep .

3. The description of the line of said Andreas Ditch is as follows:

Commencing at the point of the head gate thereof above named, which said point is situated on unsurveyed land and distant north forty ~~xxx~~ degrees fifty two degrees west (N.40°52'W.), twenty eight thousand

one hundred and sixty eight (28168) feet from the southwest corner of section thirty one (31), township eighteen (18) south range eleven (11) east N.M.P.M. & B.; thence south eighty three degrees thirty minutes west (S. 30° 30'W) one hundred and two and ninety six one hundredths (102.96) feet to station One; thence fifty eight degrees thirty minutes (58°30') right, one hundred and twelve and two one hundredths (112.2) feet to station two; thence two degrees thirty minutes (2°30') right, two hundred and seventy and six tenths (270.6) feet to station three; thence seven degrees (7°) right, four hundred and five and nine tenths (405.9) feet to station four; thence seventeen degrees thirty minutes (17°30') right, two hundred and sixty seven and three tenths (267.3) feet to station five; thence sixty one degrees (61°) left, one hundred and sixty five (165) feet tostation six thence thirteen degrees, thirty minutes (13°30') left, two hundred and seventy and six tenths (270.6) feet to station seven (7); thence seventeen degrees thirty minutes (17°30') left, one hundred and twenty five and four tenths (125.4) to station eight; thence twenty five degrees (25° left, two hundred and seventeen and eight tenths (217.8) feet to station nine; thence twenty two degrees (22°) right, four hundred and forty two and two tenths (442.2) feet to station ten; thence one degree (1°) left, three hundred and eighty two and eight tenths (382.8) feet to station eleven; thence nine degrees thirty minutes (9°30') left, five hundred and forty seven and eight tenths (547.8) feet to station twelve; thence twenty four degrees, thirty minutes (24°30') left, two hundred and eighty seven and one tenth (287.1) feet to station thirteen, thence nineteen degrees (19°) left four hundred and sixty-six and six tenths (466.6) feet to station fourteen; thence thirty five degrees (35° right, six hundred and seven and two tenths (607.2) feet to station fifteen; thence twenty five degrees (25°) left, two hundred and eleven and two tenths (211.2)

feet to station sixt[illegible]; thence fifty degrees t[illegible]rty minutes (50°30') right, six hundred and seventy three and nine tenths (673.9) feet to station seventeen; thence thirty two degrees (32°) left, four hundred and eighty five and seven tenths (485.7 feet to station eighteen; thence twenty degrees, thirty minutes (20° 30') right, four hundred and ninety one and seven tenths (491.7) feet to station nineteen; thence twenty three degrees thirty minutes (20°30') left, five hundred and sixty five and six tenths (565.6) feet to station twenty; thence sixteen degrees (16°) left, nine hundred and fifty seven (957) feet to station twenty one; thence forty five degrees (45°) right, four hundred and seventy five and two tenths (475.2) feet to station twenty two; thence twenty six degrees thirty minutes (26°30') left, thirteen hundred and three and five tenths (1303.5) feet to station twenty three; thence thirty one degrees (31° right, ten hundred and forty two and eight tenths (1042.8) feet to station twenty four; thence three degrees (3°) right, nine hundred and fifty seven (957) feet to station twenty five, thence sixty seven degrees, thirty minutes (67°30') left, nineteen hundred, seventeen and three tenths (1917.3) feet to station twenty six; thence twenty four degrees right, twenty one hundred and ~~fifty~~ fifty four and nine tenths (2154.9) feet to station twenty seven; thence thirty minutes (30') right, seven hundred and forty two and five tenths (742.5) feet to station twenty eight; thence no degrees and no minutes (0°0') nine hundred and thirteen and four tenths (913.4) feet to station twenty nine; thence twelve degrees thirty minutes (12°30') right, nine hundred and thirty and six tenths (930.6) feet to station thirty, a point situated on unsurveyed land and distant north seventy degrees and thirty seven minutes west (N.70° 37'W.) thirty one ~~thousand~~ thousand, one hundred and forty (31,140) feet from the southwest corner of section thirty one (31) township eighteen (18) south range eleven (11) east, N.M.P.M.& B., a length of three and five hundred and three thousandths (3.503) miles.

4. Work was commenced on said ditch on or about the 23rd. day of May 1905.

5. Name of the owner of said ditch is OLIVER M. LEE.

6. Such ditch is now constructed and hereafter to be constructed and completed as above stated entirely upon unsurveyed lands.

7. The carrying capacity of said ditch from the head gate thereof, as above described, down to and including station sixteen (16), as above described is six (6) cubic feet of water per second, being three hundred (300) inches of water as defined in Chapter 102 of the session laws of 1905 of the New Mexico Legislative Assembly and from said station sixteen (16) to the terminus of said ditch of said reservoir, the carrying capacity thereof is twenty seven (27) cubic feet of water per second, being thirteen hundred and fifty (1350) inches of water per second as defined in chapter 102 of the Session laws of 1905 of the New Mexico Legislative Assembly.

And in addition thereto and as a part of said original appropriation of water referred to in said written notice filed by the said affiant in the office of the Probate Clerk and Ex-officio Recorder on the 23rd. day of May 1905, affiant commenced to construct two certain feeders running to and connecting with such San Andreas Ditch so first above described, one of the same being known as the San Andreas Feeder No. One Ditch, and the other of the same being known as San Andreas Feeder No. Two Ditch, which said San Andreas Feeder No. One Ditch is described as follows

1. The head gate thereof is in San Adreas Canon about fifty (50) feet from the foot of the west side of the Sacramento Mountains about twelve (12) miles south of the town of Alamogordo in Otero County, New Mexico, and about a mile and a half north of the mouth of Dog Canon.

2. Such San Andreas Feeder No. One Ditch will, when construct

ed, be four (4) feet in width and one (1) foot in depth.

3. The carrying capacity of San Andreas Feeder No. 1 Ditch will be six (6) cubic feet of water per second, being three hundred inches of water as defined in Chapter 102 of the Session Laws of 1905 of the New Mexico Legislative Assembly, and

4. The line of such San Andreas Feeder No. 1 Ditch is described as follows:

Beginning at a point "0", corresponding to point marked "6" on the San Andreas Ditch, thence north twenty seven degrees (27°) east, ninety nine (99) feet to station One; thence north twenty three degrees (23°) east twenty one hundred and forty five (2145) feet to station two; thence north three (3°) degrees two hundred and fifty and eight tenths (250.8) feet to station three; thence north four degrees, thirty minutes (4°30') west, six hundred and seven and two tenths (607.2) feet to station four (4); thence north five degrees (5°) west, six hundred and three and nine tenths (603.9) feet to station Five; thence north two degrees thirty minutes (2°30') west, four hundred and eighty eight and four tenths (488.4) feet to station six; thence north eight degrees (8°) east, five hundred and eight and two tenths (508.2) feet to station seven; thence north six degrees thirty minutes (6°30') west, three hundred and eighty two and eight tenths (382.8) feet to station eight; thence north twenty three degrees (23° west, three hundred and eighty nine and four tenths (389.4) feet to station nine; a length of One and thirty seven thousandths (1.037) miles.

Both of which San Andreas Ditch and San Andreas Feeder No. 1 Ditch, and all of the waters appropriated thereby were intended to have been included and described in said original notice so filed in the office of the Probate Clerk and Ex-officio recorder of Otero County, New Mexico, by the affiant on the 23rd. day of May, 1905.

-6-

Affiant also hereby gives notice that he, on or about the 1st daynof March,1908, commenced to construct an additional feeder ditch to said original San Andreas Ditch, to be known and called San Andreas Deeder No. 2 Ditch for the carrying of all permanent waters reached thereby and all flood waters which may empty into or can be carried therethrough, which said San Andreas Feeder No. 2 Ditch is described as follows, viz:

1. The head gate thereof is situated in the mouth of said San Andreas Canon about twelve (12) miles suth of the town of Alamogordo, New Mexico, at the foot of the western slope of the Sacramento Mountains.

2. The size of such San Andreas Feeder No. 2 Ditch is to be ten (10) feet wide and two (2) feet deep.

3. Its carrying capacity is to be fifteen (15) cubic feet of water per second or seven hundred and fifty (750) inches of water per second as an inch is definèd in Chapter 102 of the Session Laws of New Mexico for 1905.

4. The description of the line of the said San Andreas Feeder Ditch No. 2 is as follows, viz:

Beginning at a point "O", corresponding to point marked 13 on the San Andreas ditch, thene north nineteen degrees thirty minutes west (N.19° 30'W) six hundred and fifty five and four tenths (655.4) feet to station One; thence north twenty eight degrees forty minutes west (N 28°40'W) six hundred and sixty five feet to Station Two; thence north eight degrees thirty min utes west (N.8° 30') seven hundred and seventy two and two tenths (772.2) feet to Station three, a length of three hundred and ninety five thousandths (0.395) miles.

5. Work was commenced on said San Andreas Feeder No. 2 Ditch on or about the first of March 1908.

6. The name of the owner of the said San Andreas Feeder No. 2 Ditch is OLIVER M. LEE.

7. Such ditch is located and is to be constructed on unsurveyed lands.

The increased capacity of said original San Andreas Ditch occasioned by said San Andreas Feeder No. 1 Ditch will be three hundred (300) inches of water when the said first feeder is flowing full. The increased capacity of the said original San Andreas Ditch occasioned by the construction of said San Andreas Feeder No. 2 Ditch, when said last named ditch is flowing full will be seven hundred and fifty (750) inches.

Said San Andreas Ditch and the waters therein and all of the waters from said San Andreas Feeder No. 1 and said San Andreas Feeder No. 2 Ditch empty into and form a reservoir at the end of the line of such San Andreas ditch, as above described, and such waters are to be used throughout the length thereof and in said reservoir and distributed from said reservoir for the purpose of irrigation, the watering of stock and any and all other beneficial purposes for which the same may be lawfully be supplied; and affiant claims the ownership, and appropriation and ownership, for such purposes all of said waters to the extent that the same can be held and carried in such ditches and reservoirs, and that the same dates from the 23rd day of May 1905, and also from the present day.

A map is hereto attached showing the route of such main and feeder ditches and the location of said reservoir and of said ditch beyond said lines to the end thereof as hereinbefore desxribed.

Sgd. Oliver M. Lee

Sworn to and subscribed before me this 23 day of April 1906.

H. H. Major,
(Seal- Notary Public for Otero County, N. Mex

Filed for record April 23,1906 at 9 o'clock a.m.
Recorded in Deed Record No. 25, pages 108, 109, 110 and 111,
Records of Otero Cunty, New Mexico

RECORDED AT THE REQUEST

Territory of New Mexico §
County of Otero § ss

OLIVER M. LEE, being first duly sworn, on his oath says that he has heretofore constructed a ditch running from near the mouth of Dog Canon in Otero County, New Mexico, and appropriated a portion of the waters of Dog Canon thereby. That said ditch was commenced and finished by him in the month of December 1893, from the head gate thereof for a distance of about a mile and a quarter, to a point indicated as station No. 23 on the map hereto attached, and on the first of Ma rch, 1906, he commenced to construct an extension of said ditch from said point so indicated on said map as station No. 23, and is now continuing in the construction thereof to the end of said ditch as shwe shown and represented on said map, and he makes the following statement with referene thereto.

1. The name of such ditch is the DOG CANON DITCH.

2. The point at which the head gate thereof is situated is north thirty four degrees ten minutes (34° 10') west, twenty four thousand, two hundred and sixty one, (24,261) feet from the south west corner of twonship eighteen (18) south, range eleven (11) east, New Mexico Principal Meridian and is unsurveyed public domain.

3. The size of said ditch from the head gate to the said station 23 , as now constructed, is two (2) feet in width by eighteen (18) inches in depth, and the carrying capacity of the same was, when constructed and now is, to the point where the same is completed, two hundred (200) inches; and the same shall be (2) feet in width and eighteen (18) inches in depth from the end of the pesent construction to the end of the said line,

shwon on the map hereto attached; and the carrying capacity of the same, from the end of such construction, shall be equal to the present carrying capacity when constructed and shall be two hundred hundred (200) inches of water.

4. That the line of said ditch, as at present constructed, from the head gate thereof to said station 23, as shown on said map, and the line of the same from the present construction to the end of such ditch so to be constructed is correctly indicated on the attached map and is as follows:

Beginning at a point marked "O" on the map hereto attached situated on unsurveyed land and distant north thirty four degrees ten minutes west (34°10'W.) twenty four thousand, two hundred and sixty one (24,261) feet from the southwest corner of section thirty one (31) township eighteen south, range eleven (11) east, N.M.P.M. & B. thence south sixty six degrees, forty minutes west (S.66° 40') one hundred and twenty and seventy eight one hundredths (120.78) feet to station One; thence eleven degrees ten minutes (11° 10') left, seventy three and twenty six one hundredths (73.26) feet to station two; thence nine degrees thirty minutes (9°30') left, one hundred and seventy one and sixty one hundredths (171.60 feet to station three; thence two degrees (2°) left one hundred and sixty six and sixty eight one hundredths (166.68) feet to station four; thence twenty three degrees thirty minutes (23°30') right, seventy two and sixty one hundredths (72.60) feet to station five; thence three degrees, thirty minutes (3° 30') right, seventy two and sixty one hundredths (72.60 feet to station six; thence twenty seven degrees (27°) left, one hundred and seven and fifty eight one hundredths (107.58) feet to station seven; thence sixteen degrees, thirty minutes (16°30') left, two hundred and five and twenty six one hundredths (205.26) feet to station eight; thence ten (10) degrees right, one hundred sixty three and sixty eight one hundredths (163.68) feet to station

nine; thence twenty five degrees (25°) left, two hundred and forty two and twenty one one hundredths (242.22) feet to station ten; thence one degree (1°) right, two hundred and twenty seven and four one hundredths (247.04) feet to station eleven; thence forty one degrees thirty minutes (41°30') right, one hundred and two and thirty one-hundredths (102.30) feet to station twelve; thence twenty two degrees thirty minutes (22°30') left, one hundred and fifty one and eighty one-hundredths (151.80) feet to station thirteen; thence six degrees (6°) left, four hundred and seventy eight and fifty one hundredths (478.50) to station fourteen; thence twenty degrees thirty minutes (20°30') right, three hundred and eighty six and ten one hundredths (386.10) feet to station fifteen; thence fourteen degrees (14°) left, three hundred and thirty (330) feet to station sixteen; thence six degrees (6°) left, one hundred and sixty one and seventy one-hundredths (161.70) feet to station seventeen; thence eighteen degrees thirty minutes (18°30') right, nine hundred and ninety three and thirty one-hundredths (993.30) feet to station eighteen thence one degree (1°) left, one hundred and eighty four and eighty one-hundredhts (184.80) feet to station nineteen; thence two degrees (2°) right, five hundred and fifty-one and ten one hundredths (551.10) feet to station twenty; thence twelve degrees thirty minutes (12°30') left, five hundred and seventy five and fifty-two one-hundredths (575.52) feet to station twenty one; thence three degrees (3°) left two hundred and fourteen and fifty one-hundredths (214.50) feet to station twenty two; thence two degrees (2°) left, six hundred and twenty seven (627) feet to station twenty three ; thence thirty two degrees (32°) left, thirteen hundred and seventy two and eighty one-hundredths (1372.80 feet to station twenty four; thence seven degrees (7°) left, five hundred and ninety and four one-hundredths (590.04) feet to station twenty five; thence nineteen degrees (19°) left one

hundred and twenty and twelve one hundredths feet to station twenty six; thence three degrees thrity minutes (3°30') left, two hundred and ninety five and sixty eight one hundredths (295.68) feet to station twenty seven; thence two degrees (2°) left three hundred and twenty seven and thirty six one-hundredtths (327.36 feet to station twenty eight; thence five degrees thirty minutes (5°30') left, two hundred and ninety seven (297) feet to station twenty nine; thence one degree (1°) right, five hundred and and thirty four and sixty one-hundredths (534.60) feet to station thirty; thence fifteen degrees thirty minutes (15°30') right, three hundred and thirty one-hundredths (300.30) feet to station thirty one; thence forty one degrees thirty minutes (41°30') right, one hundred and five and sixty one-hundredths (105.60) feet to station thirty two; thence seventy seven degrees (77°) right, eleven hundred and nonety three and ninety four one hundredths (1193.94) feet to station thirty three thence ninety degrees (90°) left, thirteen hundred and twenty (1320) feet to station thirty four; thence ninety degrees (90°) right, thirteen hundred and twenty (1320) feet to station thirty five; thence ninety degrees (90°) left, thirteen hundred and twenty (1320) feet to station thirty six; thence ninety degrees (90°)right, seventy one hundred and twenty eight (7128) feet to station thirty seven; thence forty one degrees (41°) right, seven hundred and nine and fifty one hundredths (709.50) feet to station thirty eight; thence seven degrees thirty minutes (7°30') left, eight hundred and fifteen and ten one-hundredths (815.10) feet to station thirty nine; thence three degrees (3°) right, seven hundred and two and ninety one-hundredths (702.90) feet to station forty; thence forty degrees, thirty minutes (40° 30') left, three hundred and forty seven and sixteen one-hundredths (347.16) feet to station forty one; thence fifteen degrees, fifty five minutes (15°55') right, ~~an~~ eighteen hundred and ten (1810)

feet to station forty two, corresponding to point marked thirty (30- on the San Andreas ditch and situated north seventy degrees thirty seven minutes west (N.70° 37') thirty one thousand one hundred and forty (31,140) feet from the southwest corner of section thirty one (31) township eighteen (18) south, range eleven (11) east, N.M.P.M.& B. a length of five and one hundred and twelve thousandths (5.112) miles.

5. That work was commenced on such ditch as at present constructed in the month of December, 1893, and work had been commenced by him in the construction of such ditch from such station No. 23. as represented on the attached map, on the first day of March 1906 , and is now being continued and will be continued until the completion of such ditch as shown on said map.

6. That the name of the owner of such ditch is OLIVER M. LEE

7. That the map hereto attached is a correct map and shows the route of such ditch from said head gate down to station No. 23 as now constructed, and the route which the same will occupy when constructed from suchstation 23 to the end of such ditch

8. That there will be no increased carrying capacity of such ditch by the continuation of the construction of the same.

Notice is therefore given by the said OLIVER M. LEE of His claim to the ownership of the waters of said Dog Canon heretofore appropriated and carried through such ditch to the full extend of the carrying capacity thereof, both for such ditch as at present constructed and when the same shall be completed in accordance with said map.

Sgd. Oliver M. Lee.

Subscribed and sworn to before me
this 23rd. day of April A.D.1906.

H. H. Major,
(Seal) Notary Public for Otero County, N.M.

Filed for record April 23,1906 at 9 a.m.
Recorded in Deed Record No. 25 pages 104;105 and 106,
Records of Otero Cuntv, new Mexico.

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Territory of New Mexico §
County of Otero § ss

Byron Sherry being duly sworn according to law, deposes and says that he is the ~~XHHKK~~ Attorney and Agent of H. W. Etz, the Mortgagee mentioned. That said H. W. Etz is the mortgagee in that certain Chattel Mortgage made by Oliver M. Lee, of Otero County, New Mexico on the 23rd. day of May 1905 and filed for record on the 23rd. day of May 1905 at 1 o'clock p.m. which Chattel Mortgage is recorded in Book 20, at page 113, of the records of Chattel Mortgages of the said County of Otero. That the interest of said mortgagee in said Chattel Mortgage, and the property mentioned therein is the amount due by virtue of the promissary notes mentioned in said chattel mortgage and secured thereby, and that there is due on said Chattel Mortgage to said H. W. Etz, by said Oliver M. Lee, the sum of $13,645.53 at the date of these presents.

That said Chattel Mortgage is still in full force and effect and the said sum of money is still due and unpaid.

Sgd. Byron Sherry,
Attorney & Agent.

Subscribed and sworn to before me this 17th day of May 1906.

(Seal) H. H. Major, Notary Public

My commission expires Sept, 18,1908

Territory of New Mexico §
County of Otero §.ss

I, H. H. Major, Probate Clerk and Ex-officio Recorder in and for the County ~~of~~ and Territory aforesaid do hereby certify that the Chattel Mortgage refereed to in the foregoing affidavit of renewal of Chattel Mortgage has been recorded in Book 20, page 113 of Chattel Mortgages.

H. H. Major,
Probate Clerk and Ex-officio
(Seal) Recorder.

Filed for record May 17,1906 at 9:30 o'clock a.m.
Recorded in Affidavit of Renewal of Chattel Mortgages
No. 1 at page 28 records of Otero County, N.M.

In the District Court of the Sixth Judicial District of the Territory of New Mexico, within and for the County of Otero.

I, the undersigned, Clerk of the District Court of the Sixth Judicial District of the Territory of New Mexico, do hereby certify that there is pending on the Civil Docket for Otero County a suit entitled: "Thomas J. Knight and A. J. Smith versus Oliver M. Lee", which said suit is numbered 395 and was commenced June 1, 1906, said suit involving the use of certain waters in Otero County. I further certify that on June 12, 1906, the Court rendered the following order, which said order is recorded at page 186 of Civil Record "A", within and for Otero County, said order being in words and figures following, towit:

In Vacation.

In the District Court of the Sixth Judicial District of the Territory of New Mexico, sitting within and for the County of Otero.

Thomas J. Knight and A. J. Smith)
v) No.395. ORDER.
O l i v e r M. L e e .)

Now, towit, on this 12th day of June, 1906, this cause coming on to be heard on the Order to Show Cause, heretofore made, and the affidavits and proof offered by the parties hereto in support of the complaint herein and in support of the answer to the rule to show cause, and the Court having read said affidavits and heard said proofs and the argument of counsel, and being now fully advised in the premises:

It is ordered that the injunction heretofore issued herein be, and the same hereby is, modified, until the further order of the Court and during the pendency of this suit on the merits, as follows: Plaintiffs are to have the sole use of the waters flowing in said San Andreas Canon, or so much thereof as they shall desire and elect to use, on Monday, Tuesday and Wednesday of each and every week, until the further

order of the Court, and the defendant shall have the sole use of the said waters so flowing in said Canon as aforesaid, or so much thereof as he shall elect to use, on Thursday, Friday and Saturday of each week, until the further order of this Court; that beginning with Sunday, June 17, 1906, defendant shall use said water, and on the Sunday following plaintiffs shall have the use of same, and, alternately, in like manner, until the further order of this Court.

It is ordered further that each of the said parties shall conform strictly to this order during the time that it is in force, and that either party or parties interfering with the right of the other during the time such order is in force shall be subject to punishment as for contempt of court.

It is further ordered that the days mentioned herein shall be deemed to commence and end with the calendar days, towit, at 1 a. m. and 12, midnight, respectively, and the parties hereto are restrained from interfering with the ditches of the other party or parties, except to turn the water in and out of such ditches at the times heretofore mentioned.

Done at Alamogordo, N.M., this 12th day of June, 1906.

(Signed) EDWARD A. MANN, Judge, Etc.

WITNESS my hand and the seal of the said District Court at my office in Alamogordo, New Mexico, this the twenty-sixth day of January, A. D. 1907.

Chas. P. Downs

Clerk.

ABSTRACT OF TITLE.

-19-

Chattel Mortg. Record 26 Page 79-81 Inc

Oliver M. Lee and Winnie Lee, his wife To J. L. Lawson.

Kind of Instrument Mortgage

Consideration $ 10,000.00

Date of Instrument January 2,1907

Date of Filing Jan. 2,1907 at 5:30 p.m.

Granting Clause (quote literally, with words of inheritance if used)

By these presents do grant, bargain, sell ad convey and confirm unto the said party of the second part and to his heirs and assigns forever.

Description (same as No.)

All interest in and to the Dog Canon Ditch and Water right and all interest in and to the San Andreas Canon Ditch and water right for a full and complete description of said ditches and water rights reference is hereby made to Vol. 25 of records of Otero County at pages 104, 105 and 108 and 109.

Other property included.

Habendum clause (quote literally, with uses, trusts, etc., if any)

To hold the said premises and property above granted, bargained, sold and described, with the appurtenances unto the said party of the second part, his heris and assigns forever.

Conditions, limitations and recitals

As a mortgage however to secure the payment of two certain promissary notes for ten thousand dollars, both payable for demand after date, one being for $2,000 and one for $8,000, with interest at rate of ten per cent per annum from date until paid

Covenants (other than those of warranty)

---

knowledged before J. D Clements, Notary Public for the county of Otero County, , the 2nd. day of January , 1907

l each grantor acknowledge? yes Did officer certify to personal knowledge of each? yes

s officer's seal attached? yes Did each grantor sign by name given in granting clause? yes

NOTE:—What defect or irregularities in the above instrument?

Territory of New Mexico §
§ ss
County of Otero §

I, H. H. Major, Probate Clerk and Ex-officio Recorder of the County of Otero, Territory of New Mexico do hereby certify that I have made a careful examination of the records in my office, and the records of the office of the Clerk of the Sixth Judicial District of the Territory of New Mexico, and the foregoing abstracts numbered one to nineteen, inclusive, are a true, perfect and complete abstract of such records as far as they in any manner relate to

The Waters and Water Rights of Dog Canon

in said County of Otero, Territory of New Mexico and that there are no suits, liens or judgments pending in said County against said property except as stated in said abstract.

Given under my hand and official seal at Alamogordo, New Mexico, on this the 26th. day of January A. D. 1907.

PROBATE COURT OTERO COUNTY N.M.

H. H. Major

Probate Clerk and
Ex-officio Recorder.

D THE ROYCROFT

ABSTRACT OF TITLE

J. L. Lawson

To

Oliver M, Lee.

Record of Mortgages Record 24 Page 96

Kind of Instrument Release of Mortgage

Consideration $ 1.00 and payment of debt.

Date of Instrument July 8, 1907.

Date of Filing July 8, 1907. 4:30 P. M.

Granting Clause (quote literally, with words of inheritance if used)

Whereas, that a certain Indenture of Mortgage executed by Oliver M. Lee and Winnie Lee, his wife to the undersigned, on the 2nd day of January, 1907, and recorded in book 26 on the 2nd day of January, 1907, at page 79 of Records of Mortgages, of the records of Otero County, New Mexico, to secure the payment of the indebtedness therein described and set forth, has in all of its recitals and provisions been complied with and fully paid.

Description (same as No.

Therefore, the undersigned mortgagee in said mortgage described, in consideration of the sum of one dollar to me in hand paid by Oliver M. Lee, the mortgagor, in the above described mortgage, the receipt of which is hereby acknowledged, do hereby remise, release and forever quit claim unto the said Oliver M. Lee, the following described property, situated in the County of Otero and Territory of New Mexico, to-wit:

All interest in and to "Dog Canon Ditch" and water right, and all interest in and to the San Andreas Canon Ditch and water right, for full and complete description of said ditches and water rights, reference is hereby made to Vol. 25 of the Records of Otero County, at pages 104-5 and 108_9.

Habendum Clause (quote literally, with uses, trusts, etc., if any)

To Have and To Hold the above described property, unto the said Oliver M. Lee, his heirs and assigns, forever free and clear from the operation of the provisions of the above described mortgage, and every provision and recital therein contained.

Witness my hand and seal this 8th day of July, 1907.

(Signed) J. L. Lawson.

Conditions, limitations and recitals

Covenants (other than those of warranty)

Acknowledged before W. K. Stalcup, Justice of the Peace *for the county of* Otero, New Mex., *the* 8th *day of* July *190* 7.

Did each grantor acknowledge? Yes *Did officer certify to personal knowledge of each?* Yes.

Was officer's seal attached? Justice has no seal *Did each grantor sign by name given in granting clause?* Yes.

NOTE—What defect or irregularities in the above instrument?

no

Territory of New Mexico, §
§ss
County of Otero, §

I, H. W. Etz, do hereby certify that a certain Indenture of mortgage, bearing date the 23rd day of May, 1905, wasmade and executed by Oliver M. Lee, of the county of Otero and Territory of New Mexico, and renewed by affidavit of May 17th, 1906, records of Otero County, to H. W. Etz, and recorded in the office of the Clerk of the Probate Clerk, and ex-officio Recorder in and for the County of Otero, in book 20, of the records of Chattel Mortgages page 113, on the 23rd day of May, 1905, at 1 p.m., is paid and satisfied and I do hereby consent that the same be discharged of record.

In witness whereof, I have hereunto set my hand and seal this the 22nd day of December, 1906.

H. W. Etz.

Signed, sealed and delivered
in the presence of George Elk.

Territory of Arizona, §
§ss
County of Cochise, §

BE IT REMEMBERED, that on the 22nd day of December, A.D. 1906, Harry D. Cheseldine, before me, the undersigned, a Notary Public, in and for said county, in the territory aforesaid, personally came H. W. Etz, personallt known to me to be the same person whose name is subscribed to the foregoing satisfaction of mortgage and as party thereto, he acknowledged that he signed, sealed and executed the said instrument of writing as his free and voluntary act, for the uses, purposes and considerations therein set forth.

Witness my hand and official seal the day and year last above written.

Harry D. Cheseldine,
(Seal) Notary Public in and for
My commission expires Cochise County and Territory of Arizona.
December 22, 1908.

Filed for record March 25, 1907, at 11 a.m.

Recorded in Mortgage record No. 26, page 124. Records of Otero County.

ABSTRACT OF TITLE

21.

Oliver M. Lee and Winnie Lee, his wife
To
A. M. Jackley, F. Corp and George T. Kimple.

Deed. *Record* 5 *Page* 630

Kind of Instrument Warranty Deed

Consideration $1.00 and other valuable consideration.

Date of Instrument July 18, 1907.

Date of Filing July 18, 1907. 4:30 P. M.

nting Clause (quote literally, with words of inheritance if used)

Have granted, bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said parties of the second part, their heirs and assigns forever, all the following described lot or parcel of land and real estate and property, situate, lying and being

cription (same as No. in the County of Otero, Territory of New Mexico, to-wit:

The Dog Canon Ditch and water right as shown by the map and appropriation notice filed in the office of the Probate Clerk and Ex-Officio Recorder of the said County of Otero on the 23rd day of April, 1906, and recorded in Book 25 of the records of Otero County at pages 104 to 106. Which said appropriation and water right includes all the waters flowing in the Dog Canon in the said county and territory. The said ditch being the ditch used by the parties of the first part in conducting the said waters to the land near the mouth of Dog Canon known as the Lee Homestead.

Together with the improvements of all kind on theland held and used by the said parties as a homestead, the lands being near the mouth of Dog Canon on the unsurveyed lands of the United States, and supposed to be in Township 18 S., R. 10 E. Together with all and singular, the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part, either in law or equity, of, in

habendum Clause (quote literally, with uses, trusts, etc., if any)

and to the above bargained premises, with the hereditaments and appurtenances, TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said parties of the second part, their heirs and assigns forever. And the said parties of the first part for their heirs, executors and administrators, doth covenant and agree, to and with the said parties of the second part,

Conditions, uses, trusts, etc.

their heirs and assigns, that at the time of the ensealing and delivering of these presents, they are well seized of the premises above conveyed, of a good, sure, perfect and indefeasible estate of inheritance, in law in fee simple, and have good right, full power, and lawful authority to grant, bargain, sell and convey the same in

Covenants (other than those of warranty)

the manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind and nature soever; and the above bargained premises, in the quiet and peaceable possession of the parties of the second part, their heirs and assigns against all and every person or persons lawfully claiming or to claim, the whole or any part thereof, the said parties of the first part, shall and will forever WARRANT AND DEFEND. (Signed Oliver M. Lee. Winnine Lee

Acknowledged before J. L. Lawson, Notary Public *for the county of*

Otero, New Mex., *the* 18th *day of* July *190* 7.

Did each grantor acknowledge? Yes *Did officer certify to personal knowledge of each?* Yes.

Was officer's seal attached? Yes *Did each grantor sign by name given in granting clause?* Yes.

NOTE—What defect or irregularities in the above instrument?

ABSTRACT OF TITLE

22.

Oliver M. Lee and Winnie Lee

To

A. M. Jackley, F. Corp and

George T. Kimple

Deed *Record* 25 *Page* 474

Kind of Instrument Quit Claim Deed

Consideration $ 1.00 and other valuable consideration.

Date of Instrument July 18, 1907.

Date of Filing July 18, 1907. 4:30 P. M.

Granting Clause (quote literally, with words of inheritance if used)

First parties do by these presents demise, release and forever quit claim unto the said parties of the second part and to their heirs and assigns, all the certain lots or parcels of land situate in the County of Otero, and Territory of New Mexico, and bounden and particularly described as follows, to-wit:

Description (same as No.)

The unsurveyed lands of the United States near the mouth of Dog Canon in the County of Otero, and Territory of New Mexico, now used and occupied by the parties of the first part as their homestead.

The said lands being what is commonly called the "Lee Homestead" and supposed to be in Township 18 S. Range 10 E New Mexico Principal Meridian, if the lands were surveyed, 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,

Habendum Clause (quote literally, with uses, trusts, etc., if any)

To Have and To Hold, all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and unto their heirs and assigns, forever.

(Signed) Oliver M. Lee,
Winnie Lee.

Conditions, limitations and recitals

Covenants (other than those of warranty)

Acknowledged before *for the county of*

, the *day of* *190*

Did each grantor acknowledge? *Did officer certify to personal knowledge of each?*

Was officer's seal attached? *Did each grantor sign by name given in granting clause?*

NOTE—What defect or irregularities in the above instrument?

ABSTRACT OF TITLE.

23.

A. M. Jackley, F. Corp and George T. Kimple — Mortgage Record 21 Page 284. Mortgage.

To — Consideration. $7,500.00.

Oliver M. Lee. — Dated July 18, 1907.

Filed for record July 18, 1907, 4:35 P. M

First parties have granted, bargained and sold, conveyed and confirmed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described lot, tract or parcel of land and real estate and property situated, lying and being in the County of Otero and Territory of New Mexico, and bounded as follows, to-wit:

The Dog Canon Ditch and water right as shown by the map and appropriation notice filed in the office of the Probate Clerk and Ex-Officio Recorder of the said County of Otero, on the 23rd day of April 1906, and recorded in Book 25 of the records of the said County of Otero at pages 104 to 106, which said appropriation and water right includes all the waters of the Dog Canon in the said County and Territory, together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part either in law or equity, of in and to the above bargained, sold and described premises with the appurtenances.

To Have and To Hold the said premises above granted, bargained, sold and described with the appurtenances unto the said party of the second part, his heirs and assigns forever.

PROVIDED HOWEVER, and these presents are upon the condition, Whereas, the said parties of the first part, are justly indebted unto the said party of the second part in the sum of Seven Thousand Five Hundred Dollars as evidenced by two promissory notes bearing even date and in words and figures as follows, to-wit:

$3,750.00. 7/18/07. Six months after date for value received, we, jointly and severally promise to pay to the order of Oliver M. Lee at Alamogordo, New Mexico, the sum of Three Thousand Seven Hundred and fifty Dollars with interest at the rate of eight per cent per annum from date until paid, and attorney's fee of ten per cent upon the amount then due in case the same shall not be paid upon maturity, and is placed in the hands of an attorney for collection.

A. M. Jackley
Geo. T. Kimple
F. Corp

$3,750.00 7/18/07. Three months after date, for value received, waiving grace, we jointly and severally promise to pay to the order of Oliver M. Lee at Alamogordo, N. M. the sum of Three Thousand ~~Five Hundred~~ Seven Hundred and fifty Dollars with interest at the rate of 8 per cent per annum from date until paid and attorney's fee of ten per cent upon the amount then due, in case the same shall not be paid upon maturity, and is placed in the hands of an attorney for collection.

A. M. Jackley
F. Corp
Geo. T. Kimple.

And, Whereas, the said parties of the first part are anxious to secure the payment of said sum of money in said promissory notes mentioned, when the same shall become due and payable, with all interest that may accrue thereon;

NOW THEREFORE, If the said parties of the first part, theirs heirs, executors, administrators or assigns, shall well and truly pay all taxes and assessments due and to become due, and that may accrue on the property during the continuance of this mortgage, when the same

are legally payable, and shall well and truly pay or cause to be paid to the said party of the second part or to his order the said sum of money in said promissory notes specified, when the same shall become due and payable, according to the tenor and effect of said promissory notes, together with all interest that may have accrued thereon, according to the tenor and effect of said promissory notes, then and in that case this indenture shall be and become void and of no effect, but in case of default by the said parties of the first part, their executors, administrators or assigns, in the payment of any tax or assessment as aforesaid, when the same shall be due and payable or in the payment of the said sums of money or any part thereof, in said promissory notes specified, when the same shall be due and payable, or in the payment of any interest that may have accrued thereon, when the same shall become due and payable, then and in each of said cases all of the indebtedness, principal and interest, whether the same be due and payable, according to the tenor and effect of said promissory notes or not, shall at the option of the said party of the second part, immediately become due and payable, and then and in that case the said party of the second part or his agent or legal representative shall be and hereby is authorized and empowered to enter upon and take possession of said granted, bargained, sold and described premises, and after having notice of the time and place, and manner of sale thereof, by a notice of said sale published in some newspaper printed in the county of Otero, for at least four weeks prior to the time of said sale, expose and sell at public auction to the highest bidder for cash, the said granted, bargained, sold and described premises, provided that the said party of the second part may be a purchaser at any such sale and execute and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds therefor, and out of the proceeds of such sale to pay the costs and expenses of said sale, and the proceedings relative thereto, including $100.00 attorneys' fees, and the said indebtedness and promissory notes and interest accrued thereon and unpaid, and including allsums paid by the said party of the second part for taxes, and the residue or remainder of said proceeds, if any there are, to pay over to the said parties of the first part, their heirs executors, administrators or assigns.

If this mortgage shall be foreclosed by judicial proceedings the attorneys fees above mentioned shall be considered and paid as a part of the costs and expenses of such foreclosure.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

A. M. Jackley,
F. Corp,
Geo. T. Kimple.

Territory of New Mexico, :
:SS.
County of Otero. :

On this 18th day of July, 1907, before me personally appeared A. M. Jackley, F. Corp and George T. Kimple, to me known to be the persons 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.

J. L. Lawson, Notary Public.

(Seal)

F. Corp and Helen A. Corp	Deed Record 25 Page 602.
	Quit Claim Deed.
To	Consideration $5,200.
	Dated January 25, 1908.
R. G. Mullen	Filed January 30, 1908, 10 o'clock A. M.

First parties do by these presents demise, release and forever quitclaim unto the said party of the second part, and to his heirs and assigns, all that certain lot, piece or parcel of land situated in Otero County, Territory of New Mexico, and bounded and particularly described as follows, to-wit:

The Dog Canon Ditch and water rights as shown by the map and appropriation notice filed in the office of the Probate Clerk and Ex-Officio Recorder of said County of Otero on the 23rd day of April, 1906, and recorded in Book 25 of the Records of Otero County at pages 104 to 106. Which said appropriation of water includes all of the waters flowing in the Dog Canon in said County and Territory. The said ditch being the ditch used by the parties of the first part in conducting the said waters to the mouth of ~~the canon~~ Dog Canon known as the Lee Homestead. Together with all of the improvements of all kinds on the land held and used formerly by O. M. Lee as a homestead, the lands being near the mouth of Dog Canon on the unsurveyed lands of the United States, and supposed to be in Township Eighteen (18) South, Range Ten (10) East. And also being the same land deeded on the 18th day of July by O. M. Lee and Winnie Lee, his wife, to A. M. Jackley, F. Corp and George T. Kimple, and described in a certain warranty deed of record in the office of the Probate Clerk and Ex-Officio Recorder of Otero County, New Mexico, said deed being of record in deed record No. 5 at page 630, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises together with the appurtenances unto the said party of the second part and unto his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

F. Corp (Seal)
Helen A. Corp (Seal)
By F. Corp, Attorney in Fact.

Territory of New Mexico, } SS.
County of Otero. }

On this 25th day of January, A. D., 1908, before me personally appeared F. Corp, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I havehereunto set my hand and affixed my official seal the day and year last above written.

(Seal) H. H. Major, Probate Clerk within and for Otero County, Territory of New Mexico.

State of Kansas, } SS.
County of Reno, }

On this 27th day of January, A. D., 1908, before me personally appeared F. Corp, ~~[illegible]~~ ~~executed the foregoing instrument~~ to me personally known, who being by me duly sworn, did say that he is the agent and attorney in fact of Helen A. Corp, his wife, and that he signed the name of Helen A. Corp to the foregoing instrument as the agent and attorney in fact of the said Helen A. Corp, and by her consent and authority, and said F. Corp acknowledged said instrument to be the free act and deed of the said Helen A. Corp.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed hereto my official seal on this 27th day of January, 1908, at my office in Reno County, State of Kansas.

(Seal) Will S. Thompson, Notary Public, Reno County, Kansas.

My commission expires Feb. 4th, 1908.

Helen A. Corp
To
F. Corp.

Powers of Attorney Record 2, Page 109.
Power of Attorney.
Dated January 27, 1908.
Filed January 30, 1908, 10 o'clock A. M.

KNOW ALL MEN BY THESE PRESENTS, That I, Helen A. Corp of Reno County, in the State of Kansas, have made, constituted and appointed, and by these presents do make, constitute and appoint F. Corp of Otero County, in the Territory of New Mexico, my true and lawful attorney in fact for me and in my name, place and stead to sell, assign, transfer, set over and dispose of to whomsoever he may see fit all property of every kind and description including lands, water rights, mines, mining property and personal property located and situated in Otero County, Territory of New Mexico in which I have any interest, either dower interest, interest as the wife of F. Corp, or interest of any other nature, kind or description, and granting unto my said attorney full power and authority in the premises to sign my name to any deed, document, instrument or paperof any kind, nature or description necessary to a complete sale, transfer and disposal of said land, water, water rights, and other property in said Otero County, Territory of New Mexico. GIVING AND GRANTING unto my said attorney full power to do everything whatsoever requisite and necessary to be done in the premises, as fully as I could if personally present, With Full Power of Substitution and Revocation, hereby ratifying and confirming all my said attorney shall lawfully do, or cause to be done, by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January, 1908.

Helen A. Corp.

Sate of Kansas, :
County of Reno. :SS.

BE IT REMEMBERED, That on the 27th day of January, A. D., 1908, before me the undersigned, a notary public, in and for the county and state aforesaid, came Helen A. Corp, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(Seal) Clara Teter, Notary Public, Reno County, Kansas.

Term expires October 24, 1911.

ABSTRACT OF TITLE

27.

R. G. Mullen and Madeline D. Mullen, his wife, To Mott Gleason.

Deed *Record* 25 *Page* 603.

Kind of Instrument Quit Claim Deed.

Consideration $ 5,200.

Date of Instrument January 28, 1908

Date of Filing January 30, 1908, 10 A. M.

Granting Clause (*quote literally, with words of inheritance if used*)

First, parties demise, release and forever quitclaim unto the said party of the second part and unto his heirs and assigns forever all that certain lot and parcel of land and water rights situated in Otero County, Territory of New Mexico, and bounded and particularly described as follows, to-wit:

Description (*same as No.*

The Dog Canon Ditch and water rights as shown by the map and appropriation notice filed in the office of the Probate Clerk and Ex-Officio Recorderof the said County of Otero on the 23rd day of April, 1906. And recorded in Book 25 of the records of Otero County at pages 104 tp 106. Which said appropriation and water rights includes all the water flowing in the Dog Canon in the said County and Territory. The said ditch being the ditch used by the said parties of the first part in conducting the said waters to the land near the mouth of Dog Canon known as the Lee Homestead. Together with the improvements of all kind on the land formerly held and used by O. M. Lee as a homestead, the land being near the mouth of Dog Canon on the unsurveyed lands of the United States, and supposed to be in Township Eighteen (18) South, Range Ten (10) East, and also being the same land deeded on the 18th day of July, 1907, by O. M. Lee and Winnie Lee,his wife, to A. M. Jackley, F. Corp and Geo. T. Kimple, and described in a certain warranty deed of record in the office of the Probate Clerk and Ex-Officio Recorder of Otero County, New Mexico, said deed being of record in deed record No. 5, at page 630, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywaise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Habendum Clause (*quote literally, with uses, trusts, etc., if any*)

TO HAVE AND TO HOLD, all and singular the said premises together with the appurtenances unto the said partyof the second part, and unto his heirs and assigns forever.

R. G. Mullen,
Madeline D. Mullen.

Conditions, limitations and recitals

Covenants (*other than those of warranty*)

Acknowledged before Eva L. Massey, Notary Public *for the county of* Jackson, Missouri, *the* 28th *day of* January *1908.*

Did each grantor acknowledge? Yes *Did officer certify to personal knowledge of each?* Yes

Was officer's seal attached? Yes *Did each grantor sign by name given in granting clause?* Yes

NOTE—What defect or irregularities in the above instrument?

ABSTRACT OF TITLE

28.

Geo. T. Kimple, Mary A.Kimple, his wife, A. M. Jackley, a single person and Mott Gleason a single person

To

R. R. Wade.

Deed *Record* 31 *Page* 86

Kind of Instrument Warranty Deed

Consideration $ 1.00 and other valuable consideration.

Date of Instrument March 21, 1908.

Date of Filing March 24, 1908, 4:30 P. M.

Granting Clause (quote literally, with words of inheritance if used)

First parties have granted, bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant, bargain, sell, remise, convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, real estate, water and water rights, situate, lying and being in the County of Otero, Territory of New Mexico, to-wit:

Description (same as No.)

The Dog Canon Ditch and water rights as shown by the map and appropriation notice filed in the office of the Probate Clerk and Ex-Officio Recorder of the said County of Otero on the 23rd day of April, 1906, and recorded in Book 25 of the records of Otero County at pages 104 to 106. Which said appropriation and water rights includes all the waters flowing in the Dog Canon in the said County and Territory. The said ditch being the ditch used by the said parties of the first part in conducting the said waters to the land near the mouth of Dog Canon known as the Lee Homestead, and to other lands in that vicinity. Together with all of the improvements of all kind on the land known as the Lee Homestead. Said land being near the mouth of Dog Canon on the unsurveyed lands of the United States, and supposed to be in Township Eighteen (18) South, Range Ten (10) East.

(Balance of deed same as 21)

George T. Kimple,
Mary A. Kimple,
A. M. Jackley,
Mott Gleason.

Habendum Clause (quote literally, with uses, trusts, etc., if any)

Conditions, limitations and recitals

Covenants (other than those of warranty)

Acknowledged before J. L. Lawson, Notary Public *for the county of* Otero, New Mex., *the* 21st *day of* March, *190* 8.

Did each grantor acknowledge? Yes *Did officer certify to personal knowledge of each?* Yes.

Was officer's seal attached? Yes *Did each grantor sign by name given in granting clause?* Yes.

NOTE—What defect or irregularities in the above instrument?

ABSTRACT OF TITLE

29.

R. R. Wade, a single person

To

Otero County Irrigation Company

Deed *Record* 31 *Page* 87.

Kind of Instrument Warranty Deed.

Consideration $1.00 and other valuable consideration.

Date of Instrument March 21, 1908.

Date of Filing March 24, 1908, 4:30 P. M.

Granting Clause (quote literally, with words of inheritance if used)

First party has granted, bargained, sold, remised, conveyed, released and confirmed and by these presents does grant, bargain, sell, remise, convey, release and confirm unto the said party of the second part, its successors and assigns all the following described lot or parcel of land, real estate, water and water rights, situate, lying and being in the County of Otero, Territory of New Mexico, to-wit:

Description (same as Ne)

The Dog Canon Ditch and water rights as shown by the map and appropriation notice filed in the officeof the Probate Clerk and Ex-Officio Recorder of the said County of Otero, on the 23rd day of April, 1906, and recorded in Book 25 of the recordsof Otero County at pages 104 to 106. Which said appropriation and water rights includes all the water flowing in the Dog Canon in the said County and Territory. The said ditch being the ditch used by the said party of the first part in conducting the said water to the land near the mouth of Dog Canon, known as the Lee Homestead, and to other lands in that vicinity. Together with all the improvements of all kinds on the lands known as the Lee Homestead, said land being near the mouth of Dog Canon on the unsurveyed lands of the United States, and supposed to be in Township Eighteen (18) South, Range Ten(10) East.

(Balance of deed same as 21)

R. R. Wade.

Habendum Clause (quote literally, with uses, trusts, etc., if any)

Conditions, limitations and recitals

Covenants (other than those of warranty)

Acknowledged before J. L. Lawson, Notary Public *for the county of* Otero, New Mex., *the* 21st *day of* March *1908*

Did each grantor acknowledge? Yes *Did officer certify to personal knowledge of each?* Yes

Was officer's seal attached? Yes *Did each grantor sign by name given in granting clause?* Yes.

NOTE—What defect or irregularities in the above instrument?

Territory of New Mexico
County of Otero } ss

I, H.H.Major, Probate Clerk and Ex-officio Recorder of the County of Otero, Territory of New Mexico do hereby certify that the foregoing abstracts, numbered twenty to twenty nine inclusive are a true and complete abstratc of the Dog Canon Ditch and Water Rights and the land known as the Lee Homestead in said County of Otero, from the 26th. day of January 1907 to date.

In witness whereof I have hereunto set my hand and official seal at Alamogordo, New Mexico on this the 27th. day of May A.D.1908, at three o:clcok p.m.

H.H. Major

Probate Clerk and Ex-officio Recorder.

ABSTRACT OF TITLE.

O. M. Lee

To

A.M.Jackley, F. Corp

and Geo. T. Kimple

Release Record 24 Page 142

Kind of Instrument Release of Mortgage

Consideration $ 1.00

Date of Instrument May 23,1908.

Date of Filing July 21,1908; 5:10 P.m.

Granting Clause (quote literally, with words of inheritance if used)

Do hereby remise, release and forever quit claim unto the said A.M.Jackley, F. Corp and Geo. T. Kimple

Description (same as No.)

The Dog Canon Ditch and Water right for a full description of which reference is hereby made to Vol. 25 of the records of Otero County, New Mexico, at pages 104-5 and 108-9

Habendum clause (quote literally, with uses, trusts, etc., if any)

TO HAVE AND TO HOLD the above described property unto thr said A.M.Jackley, F. Corp and Geo. T. Kimple

Conditions, limitations and recitals

Covenants (other than those of warranty)

Acknowledged before Robert R. Wade, Notary Public *for the county of* Otero, N.M. , *the* 23 *day of* May , *190* 8

Did each grantor acknowledge? yes *Did officer certify to personal knowledge of each?* yes

Was officer's seal attached? yes *Did each grantor sign by name given in granting clause?* yes

NOTE:—What defect or irregularities in the above instrument?

No. 2

TRANSCRIPT OF FORECLOSURE PROCEEDINGS

IN THE

DISTRICT COURT OF OTERO COUNTY

NEW MEXICO

COPY COPY COPY

Territory of New Mexico)
) ss.
County of Otero)

J. L. Lawson Plaintiff)
)
vs.) No. 914
)
Otero County Irrigation) C O M P L A I N T
Company, a corporation Defendant)

The plaintiff above named complaining of the defendant above named alleges:

1st. That the said plaintiff is a resident of the County of Otero, Territory of New Mexico, and that the defendant is a corporation, and was at all the times hereinafter stated, organized and existing under the laws of the Territory of New Mexico, with its principal place of business in the said County of Otero.

2nd. That the defendant, the Otero County Irrigation Company on the 10th day of September, 1908, made, executed and delivered to the plaintiff a note whereby it promised to pay plaintiff eight thousand dollars ($8,000.00) on or before one year after date, for value received, together with interest thereon from date at the rate of 10% per annum, and an attorney's fee of 10% upon the amount due in case the same shall be placed in the hands of an attorney for collection, a true copy of the said note is attached to the copy of the mortgage deed attached to this complaint.

3rd. That the defendant, the Otero County Irrigation Company, on the 10th day of September, 1908, for the purpose of securing the payment to plaintiff of the said note and the interest thereon, executed and delivered to plaintiff a mortgage deed, whereby it granted, bargained and sold to the plaintiff certain property, lying and being in the County of Otero, Territory of New Mexico, and described in said mortgage deed as follows, to wit;-

The Dog Canon Ditch and Water
Right,

as shown by the map and appropriation notice on file in the office of the Probate Clerk of the County of Otero, in said county and Territory, on the 23rd day of April, 1906, and recorded in Book 25 of the Records of the said county, at page 104 to 106. Including all the waters of Dog Canon and all the ditches in and leading from the said Canon. Together with the improvements of every kind and description on what is called the Lee Ranch. Also, Desert Entry No. 1586 for unsurveyed lands supposed to be E 1/2 Sec. 21. Tp. 18 S. R. 10 E., also Desert Entry No. 1195 for lands supposed to be W 1/2 SE 1/4, NE 1/4 of SE 1/4 and S 1/2 of NE 1/4 Sec. 21, Tp. 18 S., R. 10 E., and all improvements thereon.

4th. That the said Mortgage contained a proviso in substance that if the said defendant shall well and truly pay or cause to be paid to plaintiff or to his order the said sum of money in said promissory note mentioned when

the same shall become due and payable, together with the interest thereon, then and in that case the mortgage shall be void and of no effect, but, in case of default of the said Otero County Irrigation Company in the payment of the said sum of money or any part thereof in said promissory note mentioned, when it shall become due and payable, or in the payment of the interest that may have accrued thereon,---then and in that case the said party of the second part or his agent is authorized and empowered to take possession of the said granted, bargained, sold and described premises,--- expose and sell the said property and out of the proceeds of such sale pay the cost and the expense of the sale, and the proceedings relative thereto, including two hundred and fifty dollars attorneys fee, and the indebtedness and promissory note and interest accrued thereon.

5th. That the said mortgage was duly recorded in the office of the Probate Clerk of the said County of Otero on the 11th day of September, 1908, and recorded in Book 21 page 373-4 of the Records of the said County of Otero.

6th. That the said defendant has failed to comply with the conditions of the said mortgage by omitting and failing to pay the said sum of eight thousand dollars and the accrued interest thereon when it became due and payable, the said note having become due on the 10th day of September, 1909, together with interest from date, mentioned in the said promissory note and mortgage. That a true copy of the said mortgage is hereto attached marked Exhibit A and made part of this complaint.

7th. That the plaintiff is now the holder and the owner of the said note and there is now due the plaintiff the sum of eight thousand dollars with interest thereon from the 10th day of September, 1908 at the rate of 10% per annum and ten per cent on the full amount as attorneys fees as provided in the said note, and the sum of $250.00 as provided in the said mortgage as attorneys fees for foreclosing the said mortgage.

WHEREFORE, plaintiff prays judgment against the said defendant for the said sums above mentioned; that the equity of redemption of the said defendant in the said described property may be foreclosed; that the said mortgaged property may be sold according to law and that the money arising from the said sale may be brought into court; that plaintiff be paid the said amounts due on the said note and mortgage mentioned; that defendant may be adjudged to pay any deficiency which may remain after applying all said money arising from the said sale, and that plaintiff have such other and further relief in the premises as shall to the court seem meet and proper.

J. L. Lawson.

Territory of New Mexico)
)
County of Otero)

J. L. Lawson being first duly sworn on oath says that he is the plaintiff in the above and foregoing entitled cause, that he has read over the above and foregoing complaint and knows the contents thereof, and that the several allegations therein contained he knows to be true of his own knowledge.

J. L. Lawson.

Subscribed in my presence and sworn to before me this the 14th day of December, 1909.

Chas. P. Downs.

(CLERK SEAL) Frida M. Eckman, dep.

COPY COPY COPY

Exhibit A is then attached to the Complaint, same being the mortgage, with note included.

ENDORSED:
No. 914

J. L. Lawson, plaintiff
vs.

Otero County Irrigation Company, defendant.

COMPLAINT:

Filed in my office this 14th day of December 1909.

Chas. P. Downs, Clerk District Court.
Vy Frida M. Eckman, Deputy.

H. H. Major,
Alamogordo, N. M.
Attorney for Plaintiff.

COPY COPY COPY

Book 21 - Records of Otero County, Page 373.

Otero County Irrigation Company)
to)
J. L. Lawson)

MORTGAGE DEED

This indenture made this 10th day of September in the year of our Lord One Thousand Nine Hundred and Eight between Otero County Irrigation Company, a corporation of the County of Otero and territory of New Mexico, of the first part and J. L. Lawson of the second part.

Witnesseth, That the said party of the first part for and in consideration of the sum of $8000 to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, and for the further consideration of the debt and trust hereinafter mentioned and created, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever, all of the following described lot, tract and parcel of land and real estate and property situated, lying and being near Dog Canyon in the County of Otero and territory of New Mexico, and is bounded and described as follows to wit:

The Dog Canyon Ditch and Water right as shown by the map and Appropriation Notice on file in the office of the Probate Clerk of the County of Otero in the said County and territory on 23rd day of April, 1906, and recorded in Book 25 of the Records of said County at Page 104 to 106 including all the waters of Dog Canon and all ditches in and leading from the said Canon together with the improvements of every kind and description on what is called the Lee Ranch. Also Desert Entry No. 1586 for unsurveyed lands supposed to be E½, Section 21, Township 18 S., Range 10 E. Also Desert Entry No. 1195 for lands supposed to be W½ SE¼ NE¼ SE¼ and S½ NE¼ Section 21 Tp. 18 S., R. 10 E., and all improvements thereon together with all and singular the lands tenements and hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate right title interest claim and demand whatsoever of the said party of the first part either in law or in equity of in and to the above granted bargained sold and described premises with the appertenances unto the said party of the second part and his heirs and assigns forever.

Provided However and these presents are upon the following condition whereas the said party of the first part is justly indebted unto the said party of the second part in the sum of $8000 as evidenced by a promissory note bearing even date and in words and figures as follows towit:

$8000 on or before one year after date for value received waiving grace I jointly and severally promise to pay to the order of J. L. Lawson at Alamogordo the sum of Eight Thousand Dollars with interest at the rate of 10 per cent per annum from date until paid and attorney's fee of 10 per cent per annum from date until paid and attorney's fees of ten per cent upon the amount then due in case the same shall not be paid upon maturity and is placed in the hands of an attorney for collection.

Otero County Irrigation Company
by George T. Kemple
President.

Madeline D. Mullen
Secretary (SEAL)

And whereas the said party of the first part is anxious to secure the payment of said sum of money in said promissory note mentioned when the same become due and payable with all interest, that may accrue thereon; now therefore if the said party of the first part its heirs executors and administrators and assigns shall pay all taxes and accounts due and to become due and that may accrue on said property during the continuance of this mortgage. When the samd are legally payable and shall well and truly pay or cause to be paid to the said party of the second part or his order the said sum of money in said promissory note specified when the same shall become due and payable according to the tenor and effect of said promissory note. Then and in that case this indenture shall be and become void and of no effect but in case default by the said party of the first part its heirs executors administrators or assigns in the payment of any tax or assessments as aforesaid when the same shall be due and payable or in keeping said property insured as aforesaid or in the payment of said sum of money or any part thereof in said promissory note specified when the same shall become due and payable then and in each of such cases all of said indebtedness principal and interest whether the same be due and payable according to the tenor and effect of said promissory note or not shall at the option of the said party of the second part immediately become and be due and payable and then and in that case the said party of the second part or his agent or legal representative shall be and hereby is authorized and empowered upon and take possession of said granted bargained sold and described premises and after having given notice of the time place and manner of sale thereof by a novice of sale published in some newspaper printed in the County of Otero for at least 4 weeks prior to the time of sale expose and sell at public auction to the highest bidder for cash the said granted bargained sold and described premises provided that the said party of the second part may be a purchaser at any such sale and execute deliver to the purchaser or purchasers thereof good and sufficient deed therefor and out of the proceeds of such sale to pay the cost and expenses including $250 dollars attorneys fees and the said indebtedness and promissory note and interest accrued thereon and unpaid and including all sums paid by the said party of the second party for insurance or taxes and the residue and remainder of said proceeds if any there are to pay over to the said party of the first part its heirs executors administrators or assigns and in case of a failure on the partyof the first part.

If this mortgage shall be foreclosed by judicial proceedings the attorneys fees above mentioned shall be considered and paid as a part of the costs and expenses of such foreclosure.

In witness Whereof the said party of the first part has by authority of its board of directors caused its corporate name to be subscribed hereto by its President and its Corporate seal to be affixed hereto by its secretary on this day and year first above written.

Otero County Irrigation Company
by George T. Kimple (SEAL)
President.

Madeline D. Mullen
Secretary.

Territory of New Mexico)
) ss.
County of Otero)

On this 10th day of September, 1908 before me appeared George T. Kimple to me personally known who being duly sworn did say that he is the President of the Otero County Irrigation Company, a corporation mentioned in the foregoing mortgage deed and that the seal affixed to the said instrument is the corporate seal for the 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 George T. Kimple acknowledged said instrument to be the free act and deed of said corporation.

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

Robert R. Wade,
(SEAL) Notary Public.

Filed for record on the 11th day of September, 1908, at 9 A. M.
H. H. Major, Probate Clerk & Recorder, By H. H. Kellogg, Deputy.

THE TERRITORY OF NEW MEXICO

To Otero County Irrigation Company, a corporation.

Greetings:

You are hereby commanded to be and appear before the District Court of the Sixth Judicial District of the Territory of New Mexico, in and for the County of Otero, that being the County in which the complaint herein is filed, within twenty days after the service of this summons upon you, and if you are served in any County within the Sixth Judicial District embracing the Counties of Otero, Lincoln, Guadalupe and Quay; otherwise within thirty days after service, then and there to answer the complaint of J. L. Lawson filed herein.

And you are further notified that unless you so appear and answer, plaintiff will apply to the Court for the relief demanded in the complaint, together with costs of suit, a copy of the complaint herein is attached to this copy of the summons to be served therewith.

WITNESS, the Hon. Alford W. Cooley, Associate Justice of the Supreme Court of the Territory of New Mexico and Presiding Judge of the Sixth Judicial District Court thereof, and the seal of said District Court this 14th day of December, A. D. 1909.

Chas. P. Downs.
Clerk.

CLERK SEAL

By Frida M. Eckman.
Deputy.

Territory of New Mexico)
) ss.
County of Otero)

I, H. M. Denny, Sheriff of the County of Otero, Territory of New Mexico, certify that the within summons came to hand on the 14th day of December, 1909, and was served on the within named defendant the Otero County Irrigation Company on the 14th day of December, 1909, at the said County of Otero, by then and there delivering to Geo. T. Kimple the designated agent of record of the said Company, a true copy of the said summons with a copy of the complaint attached.

H. M. Denny.
Sheriff.

My fees are paid by plaintif --$1.50.

ENDORSED:
Original
No. 914
Territory of New Mexico
Sixth Judicial District
County of Otero

J. D. Lawson

vs.

Otero County Irrigation Co.

SUMMONS

Filed in my office this 12th day of February, 1910.
Clerk District Court.
By J. D. Hannah, Deputy.

H. H. Major, Esq., Alamogordo, New Mexico -- Attorney for Plaintiff.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL
DISTRICT OF THE TERRITORY OF NEW MEXICO, IN
AND FOR THE COUNTY OF OTERO

J. L. Lawson Plaintiff)
)
vs.) No. 914 ANSWER
)
Otero County Irrigation Company,)
a corporation Defendant)

And now comes the Otero County Irrigation Company, a corporation, defendant, and for answer to the Bill of Complaint filed by plaintiff in said cause, and states:

1. That the defendant denies all and singular the allegations in said bill of complaint contained, save and except what is hereinafter admitted.

2. Defendant admits that it is a corporation which its principal place of business in the County of Otero, Territory of New Mexico.

3. And defendant for further answer to said complaint and to the second paragraph thereof, says that on the 10th day of September, 1908, one George T. Kimple who was then president of the said Otero County Irrigation Company, corporation, defendant, and Madeline D. Mullen, who was claiming to act as the secretary of said defendant, corporation, pretended to execute on behalf of said corporation, what purpoiled to be the said promissory note mentioned in said second paragraph, but that the said George T. Kimple as such president, and said Madeline D. Mullen as such secretary had no power or authority at the time to execute said note, and defendant, alleges, that for want of power and authority as aforesaid, the said pretended note is null and void.

4. And defendant for further answer to said complaint, and to the third paragraph thereof, denies that it ever executed the said alleged mortgage referred to in said third paragraph of said complaint.

Sherry and Sherry,
Alamogordo, New Mexico,
Attorneys for Defendant.

Territory of New Mexico)
) ss.
County of Otero)

George T. Kimple, being duly sworn on oath states that he is the duly elected president of the Otero County Irrigation Company, a corporation, defendant, mentioned as the defendant in the above entitled cause, that he has read the foregoing answer in said cause and knows the contents thereof; and affiant further states that the several matters and things therein set forth are, to his own personal knowledge, true, except as to such matters and things as are stated to be upon information and belief, and as to those matters he believes them to be true.

Geo. T. Kimple

Subscribed in my presence and sworn to before me this 30th day of December, 1909.

Prosper Sherry,
Notary Public, Otero N. M.
My commission expires Nov. 14, 19[illegible].

(SEAL)

ENDORSED:

No. 914
In the Sixth Judicial District Court Territory of New Mexico

County of Otero

Filed in my office this 30th day of December, 1909.

C. P. Downs,
Clerk, District Court.

copy copy copy

THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE TERRI* TORY OF NEW MEXICO, IN AND FOR THE COUNTY OF OTERO.

J. L. Lawson Plaintiff)
)
vs.) No. 914
)
Otero County Irrigation) REPLY
Company, a corporation Defendant)

Comes now the above named plaintiff and for reply to the answer of defendant says:

That he denies that the said defendant company did not have authority to, by the said President and the said Secretary, at the said time to execute the said note, and that the said note is null and void, as alleged in paragraph three of the said answer.

J. L. Lawson.
Plaintiff.

H. H. Major
Attorney for Plaintiff.

Territoy of New Mexico)
) ss.
County of Otero)

J. D. Lawson being first duly sworn on oath says that he is the plaintiff in the above and foregoing entitled cause, that he has read over the above reply and knows the contents thereof, that the allegations therein contained he knows to be true of his own knowledge.

J. L. Lawson.

Subscribed in my presence and sworn to before me this the ____day of January, 1910.

Chas. P. Downs.
Clerk.
By Frida M. Eckman, Dep.

ENDORSED:
No. 914

J. L. Lawson

vs.

Otero Irrigation Company
Reply

Filed in my office this 7th day of January 1910, Chas. P. Downs, Clerk,
District Court.
Frida M. Eckman
Deputy.

COPY COPY COPY

12-30-1909: in the united states district court for the district of new mexico: j.l. lawson vs. otero county irrigation company; notice

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE TERRITORY OF NEW MEXICO, IN AND FOR THE COUNTY OF OTERO

****

J. L. Lawson Plaintiff)
)
vs.) No. 914
)
Otero County Irrigation)
Company, a corporation Defendant)

NOTICE OF HEARING

To the above named Defendant — Otero County Irrigation Company, a corporation, and Sherry and Sherry, its attorneys of record:

You and each of you are hereby notified that on the eighth day of March, 1910, at Alamogordo, New Mexico, at the hour of ten o'clock A. M., or as soon thereafter as counsel can be heard, I will call up for hearing and trial this cause upon the issues made upon the pleadings before the Judge of the above named Court.

J. L. Lawson
Plaintiff.

H. H. Major
Attorney for plaintiff.

ENDORSED:
No. 914.

J. L. Lawson

vs.

Otero County Irrigation Company

Notice for Hearing
Filed my office this
3rd day of March 1910.

Chas. P. Downs.,
Clerk, District Court.
J. D. Hannah, Deputy.

COPY COPY COPY

12-30-1909: in the united states district court for the district of new mexico: j.l. lawson vs. otero county irrigation company; decree

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE TERRITORY OF NEW MEXICO: WITHIN AND FOR COUNTY OF OTERO.

J. L. Lawson, Plaintiff

vs.

Otero County Irrigation Company, a corporation Defendant

No. 914

DECREE

This cause coming on this 8th day of March, 1910, regularly to be heard, the plaintiff appearing in person and by attorney, and the defendant appearing not, although having been duly notified, and the court after an examination and consideration of the pleadings, and after hearing the evidence submitted on the part of the plaintiff finds as follows, to wit:

1st. That the said plaintiff is a resident of the said County of Otero, Territory of New Mexico, and that the defendant is a corporation organized and existing under the laws of the Territory of New Mexico with its principal place of business in the said County of Otero.

2nd. That the defendant on the 10th day of September, 1908, made and delivered to plaintiff a note of the same date for the sum of Eight Thousand ($8000.00) Dollars payable on or before One year after date, together with interest thereon from date at the rate of ten per cent per annum, and attorneys fee of ten percent upon the amount due in case the same shall not be paid when due and is placed in the hands of an attorney for collection.

3rd. That the defendant on the 10th day of September, 1908, for the purpose of securing the payment to plaintiff of the said note and interest thereon executed and delivered to plaintiff a mortgage on the following described property, being in the County of Otero, Territory of New Mexico, as follows, to-wit: The Dog Canon ditch and water right as shown by the map and appropriation notice on file in the office of the probate Clerk of the County of Otero, in said County and Territory, on the 23rd day of April, 1906, and recorded inbook 25 of the Records of said County at pages 104 and 105, including all the waters of Dog Canon and all the Ditches in and leading from the said Canon; together with the improvements of every kind and description on what is called the Lee Ranch, also Desert entry #1586 for unsurveyed land supposed to be the E 1/2 of Section 21, Twp. 18, S. R. 10 E., also desert entry #1195 for land supposed to be the W½ SE¼, NE¼ of SE¼ and S½ of NE¼ Section 21, Twp. 18 S. R., 10 E., and all improvements thereon.

4th. That the said mortgage contained a provision in substance that if the said defendant shall pay or cause to be paid to plaintiff the said sum of money in said promissory note mentioned when the same shall become due and payable, together with the interest thereon, then and in that case the mortgage shall be void and of no effect. But in case of default of the said Otero County Irrigation Company in the payment of the said sum of money, or any part thereof in said promissory note mentioned when it shall become due and payable, or in the payment of the interest that may have accrued thereon then in that case the said party of the second part is authorized and empowered to take possession of the said described property, and out of the proceeds of said sale pay the costs and expenses of the sale and the proceedings relative thereto, including Two Hundred Fifty ($250.00) Dollars attorney's fee, and the indebtedness and promissory note and interest accrued thereon.

5th. That the said mortgage was duly recorded in the Office of the Probate Clerk for the said County of Otero on the 11th day of September 1908, and recorded in Book 21, at pages 373 to 374 of the records of said County of Otero.

COPY COPY COPY

6th. That the said defendant has failed to comply with the conditions of the said mortgage by failing to pay plaintiff the said sum of Eight Thousand ($8000.00 Dollars, and the interest thereon when it became due and payable, the said note having become due on the 10th day of September, 1909, together with the interest from date of the said note.

7th. That the plaintiff is the owner and holder of the said note and that there is now due plaintiff from said defendant the sum of $8000.00 with interest thereon from the 10th day of September 1908, at the rate of ten per cent per annum, and ten per cent on the full amount as attorney's fees, as provided in the said note, and the sum of $250.00 as provided in said mortgage as attorney's fee for foreclosing the said mortgage.

The Court further finds that the above described mortgage against the said property of the said defendant is a good, valid and subsisting lien against the said property, save and except as follows: Desert Entry #1195 for land supposed to be W½ of the SE¼, NE¼ of SE¼ and S½ of NE¼, Section 21, Twp. 18 S., R. 10 E., and also E½ of Section 21, Twp. 18 S., R. 10 E., which said described property is found to belong to the United States, and the said defendant had no authority or right to mortgage the same.

The Court further finds that the plaintiff is entitled to all the relief prayed for in the said Complaint.

WHEREFORE It is Ordered, Adjudged and decreed that the plaintiff have judgment against the said defendant for the sum of $8000.00 with interest from the 10th day of September, 1908, at the rate of 10 per cent per annum, and ten per cent on the full amount as attorney's fee, and the sum of $250.00 fees for foreclosing the said mortgage; that the equity of redemption of the said defendant be foreclosed providing that the said defendant shall have the usual time fixed by law for the redemption of said property; that the property of the said defendant described as follows, to-wit:

The Dog Canon ditch and water right as shown by map and appropriation notice on file in the office of the Probate Clerk of the County of Otero, in said County and Territory, on the 23rd day of April, 1906, and recorded in Book 25 of the records of said County at pages 104 and 105, including all the waters of Dog Canon and all the ditches in and leading from the said Canon; together with the improvements of every kind and description on what is called the Lee Ranch, also all improvements on the following described desert entries: $1186 for unsurveyed land supposed to be the E½ of Section 21, Twp. 18 S., R. 10 E., and #1195 for land supposed to be the W½ SE¼, NE¼ of SE¼ and S½ of NE¼ Section 21, Twp. 18 S., R. 10 E., be sold according to law and that the money arising from said sale be brought into court; that after the payment of the cost of this suit and the cost and expense of the sale, the plaintiff be paid the said amount due him.

(Signed)

Alford W. Cooley,
Judge, etc.

Recorded in Vol. B, at pages 553 - 7 of Court Record of Otero County, State of New Mexico.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE TERRITORY OF NEW MEXICO, COUNTY OF OTERO

J. L. Lawson Plaintiff

vs.

Otero County Irrigation Company Defendant

No. 914

MOTION

Comes now the above named plaintiff and represents to the Court that on the 8th day of March 1910, the above named court rendered judgment against the said defendant and in favor of the plaintiff, and ordered certain property of the said defendant to be sold to pay the amount found to be due the said plaintiff, as will more fully appear from the Decree herein. That no time, place, manner, or terms of sale has been fixed by the court nor has a Special Master been appointed to make the said sale.

Plaintiff further represents that it is necessary to fix the time, place, manner and terms of the sale of the said property as well as to appoint some Special Master to make the said Sale. He, therefore, respectfully asks that an order be made by the court fixing the time, place, terms, and manner of sale, and to appoint some suitable and proper person as Special Master for the purpose of making the sale and carrying the Decree into effect.

J. L. Lawson,
Plaintiff.

ENDORSED:

No. 914.

J. L. Lawson

vs.

Otero County Irrigation Company

MOTION AND NOTICE OF HEARING.

Filed in my office this 26th day of March 1910.
Chas. P. Downs.
Clerk, District Court.

By J. D. Hannah, Deputy.

COPY COPY COPY

IN THE DISTRICT COURT OF THE SIXTH DISTRICT, TERRITORY OF NEW MEXICO, COUNTY OF OTERO

J. L. Lawson Plaintiff)
vs.)
Otero County Irrigation Company Defendant) No. 914 ORDER

This cause coming on this the 2nd day of April, 1910 to be heard on the motion of the plaintiff to have the Court fixthe time, place, terms and manner of sale of the property of the above named defendant heretofore decreed to be sold and to appoint some suitable and proper person as Special Master to make the said sale and otherwise to carry into effect the said decree, and it appearing to the court that it is necessary to fix the time, place, terms and manner of sale and to appoint some suitable and proper person to act as Special Master to make the said sale and otherwise to carry into effect the said Decree herein;

It is therefore ordered and adjudged that the said property of the said defendant as described in the decree heretofore rendered herein and ordered to be sold, be sold on the 8th day of June 1910 at the Front Door of the Court House at Alamogordo, N. M., at the hour of 10 o'clock, A. M., at public auction to the highest bidder for cash, and that W. K. Stalcup be and hereby is appointed Special Master in Chancery to make the said sale and otherwise to carry into effect the said Decree heretofore made and entered in this cause; that the said Special Master after he has made the said sale of the said property report to the court for the approval of the sale and for further orders to carry into effect the said decree.

Alford W. Cooley
JUDGE

Alamogordo, New Mexico.

ENDORSED:

No. 914
J. L. Lawson,

vs.

Otero County Irrigation Company

ORDER

Filed in my office this 2nd day of April, 1910.

Chas. P. Downs, Clerk,
District Court.

Frida M. Eckman, Deputy.

COPY COPY COPY

IN THE DISTRICT COURT, FOR THE COUNTY OF OTERO.

NOTICE OF SALE BY SPECIAL MASTER

J. L. Lawson Plaintiff
vs.
Otero County Irrigation Company Defendant
No. 914.

Whereas, the above named court on the 8th day of March, 1910, in the above numbered cause for foreclosure of a certain mortgage made by defendant to plaintiff rendered judgment in favor of plaintiff and against defendant for $8000.00 with interest at rate of 10 per cent annum from the 10th day of September, 1908, 10 per cent attorney's fees on said amount and $250.00 for expense of foreclosing the said mortgage, and decreed that certain property of defendant in the said mortgage mentioned, and described hereinafter, be sold to satisfy the said indebtedness and mortgage:

And Whereas the said court on the 2nd day of April, 1901, appointed the undersigned Special Master to make the sale and otherwise carry the said decree into effect:

Now therefore, notice is hereby given that I will on the 8th day of June, 1910, at the front door of the Court House at Alamogordo, New Mexico, at 10 o'clock a. m., expose and sell at public auction to the highest bidder for cash the following described property of above named defendant, to wit:

Dog Canon Ditch and water right as shown by the map and appropriation notice on file in the office of the Probate Clerk of the County of Otero, N. M., on the 23rd day of April, 1906, and recorded in book 25 of the Records of the said County at pages 104 to 106, including all waters of Dog Canon and all the ditches in and leading from the said canon; together with all the improvements of every kind and description on what is called the Lee Ranch, also all the improvements on the following described Desert Entrys, No. 1586 for unsurveyed lands supposed to be E 1-2 Sec. 21, Tp. 18 S., R. 10 E., No. 1195 for lands supposed to be W 1-2 SE 1-4, NE 1-4 SE 1-4 and S 1-2 a NE 1-4 Sec. 21 Tp. 18 S. R. 10 E., to satisfy the said indebtedness and mortgage of plaintiff and expenses of this sale.

W. K. Stalcup,
SPECIAL MASTER.

PUBLISHER'S AFFIDAVIT

I, Geo. A. Byers, editor and proprietor of the Otero County Advertiser, a newspaper of general circulation, published at Alamogordo, in the County of Otero and Territory of New Mexico, state on oath, being duly sworn, that the attached notice was published in said paper for 4 consecutive issues, first publication being April 9, 1910, and last publication April 30, 1910.

Geo. A. Byers.

Subscribed and sworn to before
me this 6th day of June, 1910.

J. L. Lawson,
Notary Public.

(SEAL)
My commission expires May 16th, 1912.

ENDORSED:

No. 914.

06-06-1910: in the united states district court for the district of new mexico: j.l. lawson vs. otero county irrigation company; notice

Lawson

vs.

Ir Company

--

Affidavit of Publication

--

Filed in my office this 8th day of June 1910.
Chas. P. Downs, Clerk,
District Court.

By Frida M. Eckman,
Deputy.

COPY COPY COPY

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
FOR THE TERRITORY OF NEW MEXICO, WITHIN AND FOR THE
COUNTY OF OTERO

J. L. Lawson, Plaintiff)
vs.)
) No. 914.
Otero County Irrigation)
Company Defendant)

REPORT OF SALE BY SPECIAL MASTER

I, W. K. Stalcup, Special Master In Chancery heretofore on the second day of April, 1910 appointed by the above named Court as Special Master in Chancery to sell the property of the above named defendant hereinafter described under a decree of Court rendered on the 8th day of March, 1910 respectfully report to the court, as follows:

That I advertised the said property, to-wit:

Dog Canon Ditch and water right as shown by the map and appropriation notice on file in the office of the Probate Clerk of the County of Otero, New Mexico, on the 23rd day of April, 1906, and recorded inbook 25 of the Records of the said County at pages 104 to 106, including allwaters of Dog Canon and all the ditches in and leading from the said canon; together with all the improvements of every kind and description on what is called the Lee Ranch, also all the improvements on the following described Desert Entrys, No. 1586 for unsurveyed lands to be E 1/2 Sec. 21, Tp. 18 S. R. 10 E., No. 1195 for lands supposed to be W 1/2 SE 1/4, NE 1/4 SE 1/4, and S 1/2 NE 1/4 Sec. 21, Tp. 18 S. R. 10 E., for the time required by law in the Otero County Advertiser, a newspaper of general circulation, published at Alamogordo in the said County and Territory, as will appear by the affidavid of publication attached to this report. That on the 8th day of June, 1910, at ten o'clock A. M. at the front door of the courthouse at Alamogordo, New Mexico, the time and place heretofore fixed by the Court and the time and place so advertised as aforesaid, I offered the said property for sale at public auction to the highest bidder for cash. That J. L. Lawson was the highest bidder for cash for the said property, his bid being ($8000.00) Eight Thousand Dollafs, and the said property was struck off to him for the said price; that the said amount has been paid to me and I hold the same for distribution under the direction of the Court.

W. K. Stalcup,
Special Master in Chancery.

ENDORSED:
No. 914
J. L. Lawson,
Plaintiff.
vs.
Otero County Irrigation Company,
Defendant.

Report of Sale by
Special Master.

Filed in my office this 8th day of June 1910,
Chas. P. Downs, Clerk, District Court.
Frida M. Eckmen, Deputy.

COPY COPY COPY

(Court Records Volume B Page 634)

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT FOR THE TERRITORY OF NEW MEXICO, WITHIN AND FOR THE COUNTY OF OTERO.

J. D. Lawson Plaintiff	)	
vs	)	Confirmation
Otero County Irrigation Company Defendant	)	of Sale

This cause coming on this, the 27th day of June, 1910, for hearing before M. C. Mechem, Associate Justice of the Supreme Court of the Territory of New Mexico, and Judge of the Seventh Judicial District, the Judge of the Sixth District, being incapacitated on account of sickness, on the report of W. K. Stalcup, Special Master in Chancery, heretofore appointed by the Judge of the said Sixth Judicial District of the Sale of the property of the above named Defendant heretofore decreed to be sold, and it appearing from said report that the said property was duly advertised for sale according to law and that on the 8th day of June, 1910 at the hour of 10:00 o'clock A.M. at the front door of the Court House of Alamogordo, New Mexico, at the time and place advertised, the said Special Master sold the said property at public auction to the highest bidder for cash. That the purchaser of the said property, viz, J. L. Lawson, has paid to the said Special Master in chancery the amount bid for the same, and that the said sale should be confirmed.

It is therefore ordered, adjudged and decreed that the said sale so made by the said Special Master in chancery be and the same hereby is confirmed, and the said Special Master in chancery is directed to make J. L. Lawson the purchaser a deed for the said property, to wit, Dog Canyon Ditch and water rt. as shown by the map and appropriate notice on file in the office of the Probate Clerk of the County of Otero, New Mexico, on the 23rd day of April, 1936, and recorded in Book 25 of the Records of the said County at Pages 104 to 106, including all waters of Dog Canyon and all the ditches in and leading from the said canyon; together with all the improvements of every kind and description on what is call the Lee Ranch, also all the improvements on the following described Desert Entrys, No. 1586 for unsurveyed lands supposed to be E. 1/2 Sec. 21, T. 18 S., R. 10 E., No. 1195 for lands supposed to be W. 1/2, S.E. 1/4, N.E. 1/4, S.E 1/4, and S. 1/2, N. E. 1/4, Sec. 21, T. 18S., R. 10E., and is further ordered to pay over to J. L. Lawson the amount of money now in his hands less the cost and expense of this suit and the fee of the Special Master, which is hereby fixed at $50.00.

Meritt C. Mechem,
Associate Justice of the Supreme Court and Judge of the Seventh Judicial District of New Mexico.

Book 95 - Deed Record - Page 503, 504

Deed of Special Master

Territory of New Mexico)
)ss.
County of Otero)

Know All Men By These Presents, that Whereas on the 8th day of March, 1910, it was ordered and decreed by the Sixth Judicial District Court of the Territory of New Mexico, sitting in and for the County of Otero in a certain cause then pending in the said Court between J. L. Lawson, plaintiff vs. Otero County Irrigation Company, defendant, that the property of the defendant, Otero County Irrigation Company, to wit: Dog Canon Ditch and Water Right as shown by the map and appropriate notice on file in the office of the Probate Clerk of the County of Otero, New Mexico, on the 23rd day of April, 1906, and recorded in Book 25 of the Records of the said County at Pages 104 to 106, including all waters of Dog Canon and all the ditches in and leading from the said Canon; together with all the improvements of every kind and description on what is called the Lee Ranch, also all the improvements on the following described Desert Entrys, No. 1586 for unsurveyed lands supposed to be E ½ Sec. 21, Tps. 18 S, R 10 E, No. 1195 for lands supposed to be W ½ SE¼, NE¼, SE¼, and S½ NE¼ Sec. 21 Tp. 18 S, R 10 E., be sold to satisfy the indebtedness found to be due the said J. L. Lawson as will more fully appear from the said decree now on file in the office of the clerk of the said Sixth Judicial District Court; and whereas the said District Court on the 2nd day of April, 1910 appointed W. K. Stalcup, Special Master in Chancery to advertise and make sale of the said property and otherwise carry into effect the said decree.

And Whereas, the said Special Master in Chancery advertised the said property of the said defendant for sale for four successive weeks in the Otero County Advertiser, a weekly newspaper printed in the County of Otero and said Territory; the said last publication being more than 4 weeks prior to the date set for sale and that on the 9th day of June, 1910, at the front door of the Court House at Alamogordo, New Mexico, at the hour of 10 o'clock A.M. being the said time and said place set for sale of the said property, the said Special Master in Chancery offered the said property for sale to the highest and best bidder for cash, and that J. L. Lawson being the highest and best bidder for cash became the purchaser thereof at the price of $8000; that the said amount was paid to the said Special Master in Chancery by J. L. Lawson and the said sum of money held by the said Special Master in Chancery subject to the further orders of the said District Court; that on the 8th day of June, 1910 the said Special Master in Chancery filed with the Clerk of the said Court a report of said sale and his proceedings. And that on the 27th day of June, 1910 M.C. Mechem, Associate Justice of the Supreme Court of the Territory of New Mexico, and Judge of the 7th Judicial District, the Judge of the 6th District being incapacitated, approved and confirmed the said sale by his order of the said date, now on file and of record in the said 6th Judicial District Court, and is referred to and made part of this indenture, and ordered the said funds derived from the sale of said property be paid over to the said J. L. Lawson less the cost in the said cause, and his special fee as Special Master in Chancery; and ordered and directed the said Special Master in Chancery to make the said purchaser J. L. Lawson a deed in the usual form for the said described property.

Now, Therefore, I, W. K. Stalcup, Special Master in Chancery aforesaid, by virtue of said decree, order of sale, sale and confirmation of sale, and of the law in such cases made and provided and of the powers in me vested as Special Master in Chancery, and for and in consideration of the sum of $8000.00 paid by the said J. L. Lawson, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the said J. L. Lawson, his heirs and assigns forever, all the right, title, interest and claim which the said Otero County Irrigation Company had in the said described property to wit:

Dog Canyon Ditch and Water Right as shown by the map and appropriation notice on file in the office of the Probate Clerk of the County of Otero, New Mexico, on the 23d day of April, 1906, and recorded in Book 25 of the Records of the said County at Pages 104 to 106, including all waters of Dog Canon and all the ditches in and leading from the said Canon; together with all the improvements of every kind and description on what is called the Lee Ranch, also all the improvements on the following described Desert Entrys, No. 1586 for unsurveyed lands supposed to be E.$\frac{1}{2}$ Sec. 21, Tp. 18 S R 10 E., No. 1195 for lands supposed to be W$\frac{1}{2}$ SE$\frac{1}{4}$, NE$\frac{1}{4}$ SE$\frac{1}{4}$, and S$\frac{1}{2}$ NE$\frac{1}{4}$ Sec. 21 Tp. 18 S, R 10 E., save and except the right of redemption as provided by law.

In testimony whereof I have hereunto set my hand and affixed my seal this 30th day of June, 1910.

W. K. Stalcup

Special Master in Chancery.

Territory of New Mexico)
)ss.
County of Otero)

On this 30th day of June, 1910 before me personally appeared W. K. Stalcup, Special Master in Chancery, known to me to be the person whose name is subscribed to the foregoing instrument as grantor and acknowledged to me that he as such Special Master in Chancery executed the said instrument as his free act and deed.

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

Charles P. Downs

Clerk District Court

(Court Seal Imprint)

The foregoing instrument was filed for record in my office this 31st day of January, A. D., 1931, at 2:05 o'clock P.M.

Charles E. Thomas

County Clerk

06-06-1910: certificate

C E R T I F I C A T E

I, Raymond Sroef, Assistant Attorney of the National Park Service, Region III, Santa Fe, New Mexico, pursuant to order by the Acting Regional Director, do hereby state that I personally examined the original files in the above, and that the foregoing is a true, correct, and complete transcript of the original files in the Office of Clerk of the District Court, County of Otero, New Mexico, as they appeared March 28, 1939, at 3:30 P. M.

Witness my hand this 31st day of March, 1939.

Raymond Sroef
Assistant Attorney.

NO. 3

BEFORE THE STATE ENGINEER

OF

NEW MEXICO

IN THE MATTER OF APPLICATION

OF

W. W. HAYWARD

TRANSCRIPT OF:

1. Decision of State Engineer on application of W. W. Hayward for permit to divert waters of Dog Canyon.

2. Proceedings on appeal by W. W. Hayward to District Count of Otero County, New Mexico.

APPLICATION NO. 1902

Decision of State Engineer

Before the State Engineer of the State of New Mexico, W. W. Hayyard

Applicant vs. J. L. Lawson, Protestant.

DECISION

"This matter coming on me for decision, being the protest of J. L. Lawson of Alamogordo, New Mexico, to the granting of the Application of W. W. Hayward, of Alamogordo, New Mexico, No. 1902, to appropriate 0.10 secondfoot of the waters of the Dog Canyon Springs, for domestic, livestock and irrigation purposes, and after duly considering the merits of the application of the protest and answer thereto, the evidence obtained at the hearing on said application held at Alamogordo, New Mexico, on the 5th day of February 1931, and of the briefs submitted by the protestant and the attorney for the applicant, the following decision has been reached:

"The quantity of water available from Dog Canyon Springs has been less during the past few years than when O. M. Lee owned the Dog Canyon Ranch.

"The quantity of water now available is so small that it cannot be economically used for irrigation as it was when the quantity was greater; the quantity having been approximately 0.10 second foot on the day of examination by the State Engineer.

"That it is physically impossible with the amount of water available in recent years to irrigate the lands irrigated by O. M. Lee when more water was available.

"There has been no intention of abandonment or forfeiture of the right to the use of the Dog Canyon Springs by the Protestant, insofar as the expenditure in 1926 of a considerable sum of money for development purposes and other acts, has shown intention to continuously use the water.

"Now therefore, Be it and it is therefore ordered that the application of the said W. W. Hayward of Alamogordo, County of Otero, State of New Mexico, No. 1902 be rejected because of the prior right of the protestant, J. L. Lawson, to the use of all of the waters applied for in said application.

"At Santa Fe, New Mexico, this 14th day of March, 1931."

Herbert W. Yeo, State Engineer.

State of New Mexico)
) ss: BEFORE THE STATE ENGIN
County of Otero)

IN RE: APPLICATION OF W. W. HAYWARD FOR A PERMIT TO DIVERT AND USE THE WATERS OF DOG CANYON SPRINGS, IN OTERO COUNTY, NEW MEXICO: APPLICATION NO. 1902

NOTICE OF APPEAL TO THE DISTRICT COURT

To the State Engineer of New Mexico, J. L. Lawson, protestant, and to all other parties interested in this matter:

Notice is hereby given that the applicant, W. W. Hayward, has prayed and will prosecute an appeal in the District Court of the Third Judicial District of New Mexico in and for the County of Otero, from the decision of the State Engineer of New Mexico made and entered in this matter on the 14th day of March, A. D. 1931.

Dated at Alamogordo, Otero County, New Mexico, this 17th day of March, A. D. 1931.

W. W. Hayward
Applicant

By Geo. A. Shipley,
Alamogordo, New Mexico,
Attorney for Applicant.

I hereby acknowledge receipt of a copy and service of the above and foregoing notice at Santa Fe, Santa Fe County, New Mexico, this 21st day of March, A. D. 1931.

Herbert W. Yeo,
State Engineer of New Mexico.

I hereby acknowledge receipt of a copy and service of the above and foregoing notice at Alamogordo, Otero County, New Mexico, this 19th day of March, A. D. 1931.

J. L. Lawson

ENDORSED:
No. 2941.
State of New Mexico, County of Otero, ss.
Filed in my office this 27th day of March, 1931.
Chas. E. Thomas, Clerk District Court. By Millie Lee, Deputy.

Santa Fe, New Mexico
March 21, 1931.

Clerk of the District Court,
Third Judicial District,
Alamogordo, New Mexico.

Sir:

This office has been served with a notice of appeal to your court from the decision of the State Engineer in re Application No. 1902, of W. W. Hayward, of Alamogordo, which was protested by J. L. Lawson.

We are therefore transmitting to you herewith certain papers pertinent to this application, and ask that you please sign the inclosed copy of this communication and return the same to this office, to show receipt of such papers.

Very truly yours,

Herbert W. Yeo,
State Engineer.

I, Chas. E. Thomas, Clerk of the District Court of the Third Judicial District, in and for the County of Otero, do hereby acknowledge receipt of the following papers filed in the office of the State Engineer under application for Permit No. 1902, W. W. Hayward:

Duplicate of Application for Permit No. 1902.
Protest of J. L. Lawson to granting of Application No. 1902.
Return of Sheriff, serving copy of such protest on the applicant.
Answer to the applicant to protest of J. L. Lawson.
Acknowledgment of service by J. L. Lawson of a copy of such Answer.
Transcript of Testimony at hearing held on February 5, 1931.
Brief of Protestant.
Brief of Protestant (Applicant, W. W. Hayward)
Copy of Decision of the State Engineer.
Copy of Notice of Appeal to the District Court.
Blueprint copy of the original filing map filed with applicant.

At Alamogordo, New Mexico, this 23rd day of March, A. D. 1931.

Chas. E. Thomas,
Clerk of the District Court.

ENDORSED:
No. 2941.
State of New Mexico, County of Otero, ss.
Filed in my office this 23rd day of March, 1931.
Chas. E. Thomas, Clerk, District Court.

State of New Mexico)
)
) No. 2941 - In the District Court
County of Otero)

In re: Application of)
) ORDER
W. W. Hayward)

This cause coming on to be heard on this the 11th day of January, 1935, the applicant appearing by his attorney of record and the protestant appearing in person acting as his own attorney and the said attorney for applicant announcing that he requested the Court to dismiss the said case and there being no objection on the part of the protestant, the said cause should be dismissed.

WHEREFORE, It is Considered and Ordered that the said above cause and appeal be and the same is hereby dismissed at the cost of the applicant.

Numa C. Frenger,
Judge.

ENDORSED:
No. 2941.

In re: Application of W. W. Hayward.

Ofder
State of New Mexico, County of Otero, ss.
Filed in my office this 11th day of January, 1935.
Carl E. Haynes, Clerk, District Court.
Entered J. B., page 346.

C E R T I F I C A T E

I, Raymond Sroaf, Assistant Attorney of the National Park Service, Region III, Santa Fe, New Mexico, hereby certify that the foregoing is a true, correct, and complete transcript of the Decision by the State Engineer and proceedings on appeal in the above matter.

Dated: April 1, 1939.

Raymond Sroaf
Assistant Attorney.

06-06-1910: transcript of proceedings in the office of state engineer regarding the matter of dog canyon

No. 4

TRANSCRIPT

PROCEEDINGS

IN THE

OFFICE OF STATE ENGINEER

MATTER OF DOG CANYON

OTERO COUNTY, NEW MEXICO

***

TERRITORY OF NEW MEXI [illegible] APPLICATION [illegible] PERMIT

No. 386

1. Date of receipt of application February 10th, 1910.
2. Name of Applicant James Madison and H. S. Stark. [illegible] 1910.
Postoffice Address Alamogordo, County of Otero
(Signed) Territory of New Mexico
(Seal)
3. If applicant is a corporation, give No.
(a) Date and place of organization of corporation
(b) The amount of capital stock (c) The amount paid in
(d) The names and addresses of Directors
4. Quantity of water claimed sec. ft.
(a) By diversion 20 sec. ft. (b) Storage of flood waters sec. ft.
(c) During flood season
5. Period of annual use 20 during flood season sec. ft. from about July 1st to Septebmer 1st.
6. Source of water supply (a) Name Dog Canon (b) Which is a tributary of Has no tributaries.
7. Location of point of diversion Sec. Township Range

At a point on the South Bank of the Dog Canon Arroyo about 1/4 mile below the mouth of the Canon. Whence the SE Cor. of T. 18 S., R. 10 E. bears S. 39° 20'; the SW Corner of the old rock house at the mouth of Dog Canon bears S. 62° 30' East.

8. To be used for Irrigation.

IRRIGATION AND DOMESTIC USE:

(a) Number of acres to be irrigated 320. acres.
(b) In the following legal subdivision) S½SE¼ of Sec. 8, and W½NE¼ and NW¼ of Sec. 17, in Tp. 18 S., R. 10, surveyed but not accepted.

MANUFACTURING, MINING AND POWER PURPOSES:

(a) To be used (b) Amount of power to be generated horse power. (c) At what point.
(d) At what point water will be returned
9. Estimated cost of work $ 200.00
10. Description of work for diversion By an open ditch running from the arroyo to the land.

DIMENSIONS OF STORAGE WORKS:

(a) Height of dam feet; length of dam at top feet; length of dam at bottom ft; material used in construction (wood, earth, stone or concrete)
(b) Capacity of reservoir acre-ft.

DIMENSIONS OF CANAL OR DITCH:

(a) Size of headgate width ft; height ft;
(b) Canal is 5 ft. top. width at bottom 3 ft; width at water line ft; depth 2½ ft.
Average grade per 1000 ft. is 15 ft.
Length of main Canal is about 2 miles and across the following sections: 16, 17 & 8 Tp. 18 S., R. 10 E.

11. Other reservoirs and canals, name or number, location and size and capacity of each

II-8-(1)-(a)

II-8-(1)(b)

12. Reference Citizens National Bank, and W. E. Carmock.

I, James Madison & S. Stark do solemnly swear that the statements and answers to questions in this application are true to the best of my knowledge.

James Madison

(Signed) Claimant H. S. Stark

Subscribed and sworn to before me this 7th day of February, 1910.

(Signed) J. L. Lawson

(SEAL) Notary Public.

APPROVAL OF TERRITORIAL ENGINEER.

The number of this permit is 386.

Date of receipt of first application February 10, 1910

Return of map, application for correction 19

Corrected map, application received 19

Publication order Feb. 23, 1910 Paper Alamogordo News

Publication of notice completed and proof filed English, April 11, 1910.

Application recorded in Book D, Page 386

Approved June 3, 1910.

This is to certify that I have examined the within application for a permit to appropriate the public waters of the Territory of New Mexico, and hereby approve the same.

THE AMOUNT OF WATER TO BE APPROPRIATED.

(a) cubic feet per second; (b) by Storage acre ft.

(c) Remarks: This application is approved provided that same shall not be in excess of the equivalent of 3 second feet continuous flow during the irrigation season with permission to divert as high as 20 second feet in times of flood provided that the total amount so diverted shall not be in excess of the 3 second feet continuous flow during the irrigation season and also that this permit shall not be exercised to the detriment of others having prior valid rights to the use of water of this stream system.

The construction of the within described works to be commenced not later than Dec. 3, 1910.

One-fifth of the work above specified to be completed on or before June 3, 1911

The whole of said work to be completed on or before June 3, 1912

The time for application to beneficial use shall not be later than June 3, 1912.

Witness my hand this 3rd day of June, 1910.

(Signed) Vernon R. Sullivan

Territorial Engineer.

II-9-(24)

State of New Mexico

License to appropriate Water

Recorded in Book D, Page 386 Refers to Permit No. 386

Whereas, John B. Stark, for Stark & Madison, has actually made application to beneficial use of 3.2 sec. ft. of water through the canal as constructed for diversion under permit No. 386 for irrigation of the following described lands being in Township eighteen, County of Otero, New Mexico, to-wit:

James Madison 140 acres, $NW\frac{1}{4}NE\frac{1}{4}$, Sec. 17, $SW\frac{1}{4}SE\frac{1}{4}N\frac{1}{2}SE\frac{1}{4}$ Sec. 8, T. 18 S., R. 10 E., H. S. Stark 180 acres, $W\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ Sec. 17, T. 18 S., R. 10 E.
Total of 320 acres irrigated.

If for other purposes state for what:

Now, therefore I, Charles D. Miller, State Engineer under the provisions of the Irrigation Law of 1907, issue this license to John B. Stark for Madison & Stark, of Alamogordo, County of Otero, New Mexico, to use the same for the above stated purposes and can be changed only as provided by law.

Date of application for permit to appropriation was 10th day of February, 1910.

In testimony whereof, I, Charles D. Miller, State Engineer of New Mexico, have hereunto set my hand this 29th day of June, A. D., 1912.

(Signed) Charles D. Miller,
State Engineer.

Seal:

II-9-1(N1)

State of New Mexico

Office of State Engineer

CERTIFICATE OF CONSTRUCTION

Certificate No. 1193 - Book "H" - Refers to Permit 1193

THIS IS TO CERTIFY that the works known as the Coppernoll Flood Ditch from Dog Canyon, which are located in the E½NE¼NW¼, Sec. 16, Twp. 18, S of R 10E, N. M. P. M., at a point which bears south 74° 15' E., 2508 feet distant from the corner of Sections 8, 9, 16, and 17, Twp. 18, S. of R. 10E. N. M. P. M., in the County of Otero, State of New Mexico, after having been duly inspected and reported on by L. N. Jones of Alamogordo, New Mexico, who is competent and was duly authorized by this office, were found to be properly constructed and adequate through which to apply fifteen hundred sixty (1560) acre feet of water per annum to the intended use, the actual capacity of said diversion canal being one (100) cubic feet of water per second.

Witness my hand this first day of September, A. D. 1921.

(Signed) Chas. A. May,
State Engineer.

II-9-(b)(a)

STATE OF NEW MEXICO

Office of State Engineer

LICENSE TO APPROPRIATE WATER

License No. 1193 - Book "H" - Refers to Permit 1193

Priority Date - June 11, 1919.

WHEREAS, on the nineteenth day of July, A. D., 1918 Eva Robinson, R. E. Rupard, E. E. Coppernoll, Ed Billups and B. M. Hudman, of Valmont, County of Otero, State of New Mexico, duly made application 1193 for a permit to divert one hundred (100) cubic feet per second of the flood waters of God Canyon Arroyo in Otero County, State of New Mexico, for irrigation and domestic purposes; which was duly approved June 25th A. D. 1919 for twenty-six hundred forty (2640) acre feet, and

WHEREAS, on the eleventh day of August, A. D. 1912, Eva Robinson, R. E. Rupard, E. E. Coppernoll, the holders of said permit duly made proof of the completion of adequate works for the diversion of said waters, as evidenced by the Certificate of Construction issued this first day of September, A. D. 1921, and

WHEREAS, on the eleventh day of August, A. D. 1921, Eva Robinson, R. E. Rupard and E. E. Coppernoll, the holders of said permit duly made proof of the actual application to beneficial use of a total of fifteen hundred sixty (1560) acre feet of water in connection with which the required inspection was made and report thereon duly executed by L. N. Jones and filed August 22, A. D. 1921, suggesting the issuance of a final license for three (3) acre feet of water per acre net per annum.

NOW, THEREFORE, I, Charles A. May, State Engineer of the State of New Mexico, by virtue of the authority vested in me by the laws of the State of New Mexico, do hereby grant to Eva Robinson, R. E. Rupard and E. E. Coppernoll, of Valmont, County of Otero, State of New Mexico, the holders and owners of said permit 1193, a license dating from the filing of publisher's affidavit of publication of notice, June 11, A. D. 1919, to appropriate a total of fifteen hundred sixty (1560) acre feet of water delivered on the land per annum, to be conducted from Dog Canyon, County of Otero, State of New Mexico, and applied as follows, to wit: A total of five hundred twenty (520) acres actually irrigated thereby:

R. E. Rupard: A total of 120 acres.
5 acres in cultivation in N. E. Cor. of NE¼ of SW¼, Sec. 18, T. 18 S., of R. 10E. Grazing lands irrigated 115, 40 acres in S½NW¼ of Sec. 18 and remainder in N½SW¼ of said Sec. 18.

Eva Robinson : A total of 240 acres.
20 acres in cultivation, 14 in NW Cor of S½ of Sec. 13, and 6 acres along the west side of NW¼ of SE¼, Sec. 24, Twp. 18, S. of R. 9 E. 220 acres Grazing land all of S½ of SE¼, Sec. 13, Twp. 18 S., of R. 9 E. except 14 acres described as in cultivation; E½ of NE¼, N½SE¼, of said Sec. 24, except 6 acres mentioned above as in cultivation.

E. E. Coppernoll: A total of 160 acres
10 acres in cultivation in SE Cor of N½ of SW¼, Sec. 24, Twp. 18, S., of R. 9 E. 150 acres of Grazing lands, all of S½ of NW¼ of Sec. 24, the N½ of SW¼ of said Sec. 24, except 10 acres in cultivation mentioned above.

- the same to be used as above stated and may be changed only as provided by law.

In Witness Whereof, I have hereunto set my hand and official seal this first day of September, A. D. 1921.

(Signed) Chas. A. May,
State Engineer.

SEAL:

STATE OF NEW MEXICO,
OFFICE OF STATE ENGINEER.

I, Thomas M. McClure, duly appointed and qualified State Engineer of the State of New Mexico, do hereby certify that the above and foregoing instruments are true and correct copies of said documents on file in this office under Files Nos. 386 and 1193, and that they are the only valid, existing water rights on file in this office on Dog Canyon, Otero County, New Mexico; and also that our records show that Application No. 1902 in the name of W. W. Hayward was rejected under protest by J. L. Lawson.

In Witness Whereof, I hereunto set my hand and official seal this 3rd day of April, 1939.

Thomas M. McClure
State Engineer

NO. 5

TRANSCRIPT OF:

5. Certificate, dated March 28, 1939, by Helen Shields.

6. Affidavit, dated March 28, 1939, by Tom Charles and J. L. Lawson.

7. Affidavit, dated March 28, 1939, by J. L. Lawson.

8. Final Decree, Thomas J. Knight, et al. vs. Oliver M. Lee. Cause No. 395.

9. Letter and Tax Statement, dated April 4, 1939, by A. J. Gillis, County Treasurer, and Ben Longwell, County Assessor.

CERTIFICATE

State of New Mexico)
) ss.
County of Otero)

Helen Shields, the duly qualified, authorized, and acting County Clerk, Clerk of the District Court, and Clerk of the Probate Court of said county and state, hereby certifies as follows:

That she has control of and in possession and has on file all the deed records, and proceedings in court of both District and Probate Courts of said county and state, and that according to the records on file in my office, J. L. Lawson, of Alamogordo, New Mexico, has been the owner of the Waters of Dog Canon, Otero County, New Mexico, and that since he obtained title by Special Master Deed on June 30, 1910, by foreclosure in Cause No. 914, in the District Court of said County and state, that there has been no adverse claim made or filed to same by anyone in the above office, except that of W. W. Hayward on appeal from decision of the State Engineer, same being filed in this office as Cause No. 2941, which was dismissed by claimant, and there has been no transfer or conveyance thereof to same , or any part thereof, by said J. L. Lawson, and he was on the 12th day of September 1938, the time of the recording of a certain option to said property to the United States, the owner, and in the undisputed, peaceable possession thereof, with full power to convey.

Dated: March 28, 1939 at 3:30 p.m.

Helen Shields
County Clerk,
Clerk District Court, and
Clerk Probate Court of Otero County
State of New Mexico

(Clerk's Seal)

STATE OF NEW MEXICO)
COUNTY OF OTERO) ss

Tom Charles and J. L. Lawson on oath state:

That they have been acquainted with the waters of Dog Canyon in Otero County, New Mexico for the past thirty-two years; that to their own personal knowledge the waters of San Andreas Canyon are not and have never been connected with the waters of Dog Canyon. That the Dog Canyon and the San Andreas Canyon both empty out from the foot of the mountains at a point about three miles apart. That at one time prior to 1910 Oliver M. Lee ran a ditch for the flood waters from San Andreas Canyon toward the ranch out from the mouth of Dog Canyon, but at no time were any permanent waters from San Andreas Canyon ever diverted so as to reach the lands at the mouth of Dog Canyon. That the spring in San Andreas Canyon dried up something like twenty-five years ago and that thereafter one J. S. Morgan developed an underground stream of water near the mouth of San Andreas Canyon, but that these said waters have never at any time been co-mingled with the waters of Dog Canyon and have no connection whatever with the permanent flow of the said Dog Canyon.

Affiants further state that the permanent flow of water in Dog Canyon was, during some very wet seasons, used to irrigate the south half of the northwest quarter ($S\frac{1}{2}NW\frac{1}{4}$) of section 21, Township 18 South, Range 10 East approximately from the years 1905 to 1909; that since that said time only at short periods of time have the waters been of sufficient volume to be used for irrigation at what is known as the old Oliver M. Lee ranch, and the said permanent waters have from the said period been used for stock and domestic purposes by affiant, J. L. Lawson and his lessees, and that no adverse use has been made by any person of the said permanent flow of the waters of Dog Canyon for the past thirty-two years.

Tom Charles

J. L. Lawson

SUBSCRIBED and sworn to before me this 28 day of March, 1939.
My com. exp. 2/3/43. Mrs Tom Charles Notary Public.

VELIDVAIL

IN THE DISTRICT COURT OF OTERO COUNTY, NEW MEXICO

Thomas J. Knight and A. J. Smith,	Plaintiffs	
vs.		NO. 395.
Oliver M. Lee,	Defendant	FINAL DECREE

This cause having been heretofore referred to J. W. Thompson, Esq., as Referee to take the testimony in this cause and report the same to the Court, and said report having been heretofore filed in this Court, together with the testimony taken and reduced to writing by said Referee and the Court having duly examined and read the same and having heard arguments of Counsel for both plaintiff's and defendant and being now fully advised in the premises, finds from the evidence herein, the following facts.

I.

That Thomas J. Knight and A. J. Smith, the plaintiffs herein each settled upon one hundred and sixty acres of the unsurveyed public domain of the United States, lying and situate in Otero County, New Mexico, in the months of November and December respectively in the year 1905 and that each of said defendants are, and at all times up to the time of the taking of the testimony herein, were and had been in the quiet and peaceable possession of their respective tracts of land, and had made valuable improvements thereon and cultivated and planted in trees and crops a small portion of each of the respective tracts, so held by them. That said tracts of land are situated in a southwesterly direction from the San Andreas Canon and at a distance of some two or more miles therefrom. That said San Andreas Canon contains a natural stream of water flowing in a natural channel and was at the times hereinafter mentioned, subject to appropriation, under the then existing laws of the Territory of New Mexico.

II.

That the defendant, Oliver M. Lee was the owner of a portion and the Leesee of a portion of land adjacent to the lands occupied by plaintiffs, Knight and Smith, that he irrigated a portion of this land from a ditch from Dog Canon, and that he had on his premises a tank or pond for the purposes of watering cattle, which was originally fed from the Dog Canon Ditch.

III.

That said defendant Oliver M. Lee on the 23rd day of May, 1905 filed in the Office of the Probate Clerk of Otero County, a paper purporting to be a notice of appropriation of waters of San Andreas Canon, but which paper was not a compliance with, or a sufficient notice under Section 1, Chapter 104, Session Laws of 1905.

IV.

The Court further finds that there was no work done, or caused to be done by said Oliver M. Lee, from said date up to and including the time of the construction of the ditch from San Andreas Canon by plaintiffs, Knight and Smith, as hereinafter set forth, such as would amount to an appropriation of the waters of said San Andreas Canon.

V.

That Thomas J. Knight and A. J. Smith, the plaintiffs herein filed in the office of the Probate Clerk of Otero County, New Mexico, on the 4th day of January, 1906, a notice of appropriation, which was a substantial compliance with Section 1, Chapter 104, Session Laws of 1905, and that thereafter commenced the construction of a ditch from the mouth of San Andreas Canon and on about the 17th day of May, 1906, had constructed the same for a sufficient distance to enable them to irrigate the crops and trees on the tract of land occupied by them and on said date actually applied said water to the irrigation of the cultivated portions of said tracts of land.

VI.

That the normal flow of San Andreas Canon is small and that a proper irrigation of the lands of plaintiffs now under cultivation and susceptible of cultivation and irrigation, would require all of the normal flow of said San Andreas Canon during the irrigation or crop season of each year.

VII.

That on about the 26th day of May, 1906, said defendant Lee cut the ditch of plaintiffs and diverted the waters therefrom into a ditch which he had constructed subsequent to the commencement of the building of plaintiffs ditch, and commenced to use said water upon crops which had theretofore been irrigated from the Dog Canon ditch and to fill and supply watering places for his cattle which had theretofore been supplied from the Dog Canon ditch.

From the above and foregoing facts found by the Court, from the evidence, I adduce the following,

CONCLUSIONS OF LAW:

I.

That the Court having found that plaintiffs were settlers upon the unsurveyed public lands of the United States, it will not enquire as to their rights to acquire title thereto, that being a question for the Land Office Department, through the United States Land Office, the Commissioner of the General Land Office and the Secretary of the Interior, as provided by law.

II.

That plaintiffs were the prior appropriators and entitled to all the flow of the waters of San Andreas Canon, during the crop season of each year so long as they or their successors put the same to a beneficial use.

III.

That defendant Lee secured no rights under his attempted filing of appropriation notice made May 23, 1905 and that his attempted amendment

thereto, made April 23, 1906, was of no avail, because of the intervening rights of plaintiffs, accrued prior thereto .

IV.

That plaintiffs are entitled to the relief sought in the complaint against the defendant, Oliver M. Lee and that the Injuction granting-granted temporarily and at the institution of the suit, should be made perpetual.

It is therefore Considered, Ordered, Adjudged and Decreed by the Court that the Injunction heretofore granted in this action be, and the same hereby is made perpetual.

And it is further Considered, Ordered and Adjudged that the said plaintiffs reciver from the said defendant, their costs herein expended, taxed at $_____.

To all of which findings of facts and to each and every of such conclusions of law, the defendant excepts.

Done at Alamogordo, New Mexico, this 23rd day of January A. D. 1908.

(Signed)

Edward A. Mann
Associate Justice, Judge, etc.

C E R T I F I C A T E

I, Raymond Sroaf, Assistant Attorney of the National Park Service, Region III, Santa Fe, New Mexico, do hereby state that the foregoing has this day been compared by me with the original Final Decree from the Office of the Clerk of the District Court, Otero County, New Mexico, and same is a true, correct and complete copy of the original Final Decree, with all endorsements thereon.

Dated: April 8, 1939, at Santa Fe, New Mexico.

Raymond Sroaf

Assistant Attorney,
Region III, National Park Service,
Santa Fe, New Mexico.

04-04-1939: letter to director division three from treasurer regarding telegram to custodian

J. GILLIS, TREASURER
B. LONGWELL, ASSESSOR
OSALIO NOGALES, PROBATE JUDGE
E BRISCOE, SCHOOL SUPT.

STATE OF NEW MEXICO
COUNTY OF OTERO
ALAMOGORDO, NEW MEXICO

F. A. SMITH, DIST. 2
TULAROSA
FRANK BENNETT, DIST. 3
CIENEGA

April 4, 1939.

Mr. Herb Maier
Director Division 3
National Park Service
Santa Fe, New Mexico.

Dear Mr. Maier: Re: telegram to Custodian
Whitesands National Monument.

Enclosed is an itemized tax statement showing year, page and line of each tax roll of the assessed valuation of equity in State Contract #1656 and improvements, amount of taxes and remarks as to whether paid or not paid.

Appropriated waters are not taxable is the reason the Lawson option does not show in the assessments on the tax rolls.

Trusting the above is the information you wish, if not, do not hesitate to call on us for further information.

Yours very truly,
A. J. Gillis, Treasurer

A. J. Gillis

Ben Longwell

Ben Longwell, Assessor

00-00-0000: tax statement

TAX STATEMENT

J. L. Lyneon

OTERO COUNTY, NEW MEXICO

FOLLOWING YEARS:

LINE	DESCRIPTION	AMOUNT TAXES	INTEREST	TOTAL	Remarks
4	State Contract Equity #1656 valued $66.				
	Improvements valued @ $1500.	44	89		Paid
13	✓	43	06		Paid
34	State Contract #22; Improvements $1500.	41	76		Paid
6	" #66; " $1500	42	70		Paid
10	" #22; " $1500.	37	23		Paid
34	" #66; " $500.	26	64		Paid
10	" #66; " $600	11	30		Paid
10	" #66; " $600	11	28		Paid
13	" #66; " $600	10	87		Paid
20	" #66; " $600	12	32		Paid
24	" #65; " $255	5	29		last yr, not paid $2.64

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

---------- NATIONAL MONUMENT

OFFICE OF THE CUSTODIAN ----------

Alamogordo, New Mexico
March 1, 1939, 19

Memorandum for the Regional Director
Region 3
National Park Service
Santa Fe, New Mexico

In reply to your memorandum of February 27th with reference to titles to private lands covered in the easements which the National Park Service is attempting to secure in connection with the proposed water line from the Dog Canyon to the White Sands National Monument, I have checked the records of the County Assessor and County Tax Collector and find that the information given in your memorandum to me is approximately correct in its citations of ownership.

(1) Mrs. M. M. Woods owns 320 acres, the SW¼ of section 11 and the NW¼ of section 14, Township 18 South, Range 9 East.

(2) W. P. Sammons owns the W½SW¼ of section 14, W½NW¼ of section 23, and the N½ of section 22, Township 18 South, Range 9 East. Also the wedge shaped piece of land lying west of the railroad tracks in section 14.

(3) Bud Prather owns the NE¼ and the N½SE¼ of section 14, and the wedge east of the railroad right-of-way in section 14, Township 18 South, Range 9 East.

(4) Jack Prather owns the W½W½SE¼ of section 9, Township 18 South, Range 9 East, formerly the Brooks land.

(5) Pearl Stell of Kansas City owns the NW¼ and the N½S½ of section 13, Township 18 South, Range 9 East.

(6) Bud Prather also owns the NE¼ of section 13, Township 18 South, Range 9 East.

(7) J. F. Morgan of El Paso owns the N½NW¼ of section 18, Township 18 South, Range 10 East.

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

---------- NATIONAL MONUMENT

OFFICE OF THE CUSTODIAN ----------

(8) W. S. Simmons owns the land in section 18, Township 18 South, Range 10 East over which our line passes. 19

(9) Minnie Stark owns the NW¼ of section 17, Township 18 South, Range 10 East.

(10) J. W. Young owns the NW¼NE¼ of section 17, Township 18 South, Range 10 East.

You are correct in your statement of title vested in the State of New Mexico on page 4 of your memorandum, save and except the second paragraph thereof where only section 15 is open and most of the land in sections 7 and 8 are patented except the N½ of section 8. You are correct in your statement as to title vested in the Federal Government on page 4 of your memorandum.

As to your inquiry as to the ownership of the SW¼ of SW¼ of section 10, Township 18 South, Range 9 East, N.M.P.M., this stands in the name of Mrs. Estella Strickland, No. 25, Middleton Apartments, Globe, Arizona. This party has written in quite recently about her taxes so the Tax Collector expects her to pay up before the delinquent time, December 1st, 1939. This land is listed on your map as belonging to the Otero County Bank, which is evidently in error. Your map which you enclosed shows the correct designation of the State Lands in sections 7 and 8, which your letter seemed to indicate had not been patented. Your map shows 7 as all patented, 8 as being patented except for the N½ and the SE¼SE¼ remaining in the United States. Section 16 is school land.

I trust this gives you the information desired as to the proper parties for signing easements on the proposed pipe line to White Sands.

A. L. Johnson
Associate Attorney

ALJ/LC
cc-Frank Pinkley, Supt.
Coolidge, Arizona
Tom Charles, Custodian
Alamogordo, New Mexico

02-27-1939: memorandum to associate attorney from assistant regional director regarding titles to the private lands covered in the

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION THREE
SANTA FE, NEW MEXICO

February 27, 1939.

Memorandum for Associate Attorney Johnson,
c/o Custodian Tom Charles,
White Sands National Monument:

This is with reference the titles to the private lands covered in the easements which the Service is attempting to secure in connection with the proposed Water Line from the Dog Canyon to the White Sands National Monument.

It is requested that you check the title records of these lands sufficiently to determine their present status and whether the owners, as we have them listed, have sufficiently clear titles to give acceptable and binding easements.

The property owners and the descriptions of the lands comprising the proposed right-of-way for the pipe line are as follows:

Mrs. M. M. Woods, c/o Rodey School, Hatch, New Mexico:

Beginning at a point on the west boundary of Section 14, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies South 908.80 feet from the northwest corner of said section, and running S 80°-02' E, 1838.76 feet; thence turning an angle of 1°-28' to the left and running S 81°-30' E, 838.72 feet to the east boundary of the northwest quarter of said section.

320 A.
S.W. 1/4 of Sec. 11
N.W. 1/4 of Sec. 14

Mr. W. P. Sammons, Alamogordo, New Mexico:

Beginning at a point on the west boundary of the northeast quarter of Section 14, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies South 1349.48 feet from the northwest corner of said quarter section, and running S 81°-27' E, 550.84 feet to the west right-of-way line of the existing State Highway.

Wedge shaped piece lying W. of R.R. tracks.

W. 1/2 of S.W. 1/4 Sec. 14.
W 1/2 of N.W. 1/4 Sec. 23
N. 1/2 of Sec. 26

Mr. Bud Prather, Alamogordo, New Mexico:

Beginning at a point on the east boundary of the northeast quarter of Section 14, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies North 1045.80 feet from the southeast corner of said quarter section, and running N 88°-10' W, 1240.35 feet; thence turning an angle of 6°-43' to the right and running N 81°-27' W, 591.74 feet to the east right-of-way line of the El Paso and Southwestern Railroad.

NE. 1/4 Sec 14
N 1/2 of S.E. 1/4
Wedge E. of R.R. -

Mr. Jack E. Prather, Alamogordo, New Mexico:

Beginning at a point on the east boundary of Section 9, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point is North 11.00 feet from the southeast corner of said Section, and running N 80°-00' W, 5359.60 feet to the west boundary of said section.

W. 1/2 and W. 1/2 of S.E. 1/4 Sec. 9.
formerly Brooks Land

Pearl Stell, 1217 Baltimore Avenue, Kansas City, Missouri:

Beginning at a point on the west boundary of the northwest quarter of Section 13, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies North 1045.80 feet from the southwest corner of the said quarter section, and running S 88°-10' E, 2645.25 feet more or less, to the east boundary of the said quarter section.

~~and N. 1/2 of S. 1/2 Sec. 13~~

Mr. Bud Prather, Alamogordo, New Mexico:

Beginning at a point on the east boundary of Section 13, Township 18 South, Range 9 East, New Mexico Principal Meridian, which point lies South 1743.16 feet from the northeast corner of said Section, and running N 88°-09' W, 2645.25 feet more or less, to the west boundary of the northeast quarter of said section.

N.E. 1/4 of Sec. 13

7. Mr. J. F. Morgan, 2412 Federal Street, El Paso, Texas:

Beginning at a point on the west boundary of Section 18, Township 18 South, Range 10 East, New Mexico Principal Meridian, which point lies South 709.60 feet from the northwest corner of said Section, and running S 88°-09' E, 2640.00 feet to the east boundary of the northwest quarter of said section.

N. 1/2 of N.W. 1/4 Sec. 18

8. Mr. W. S. Simmons, Alamogordo, New Mexico:

Beginning at a point on the east boundary of Section 18, Township 18 South, Range 10 East, New Mexico Principal Meridian, which point lies South 885.20 feet from the northeast corner of said Section, and running N 88°-09' W, 2638.50 feet to the west boundary of the northeast quarter of said section.

9. Miss Minnie Stark, Alamogordo, New Mexico:

Beginning at a point on the west boundary of Section 17, Township 18 South, Range 10 East, New Mexico Principal Meridian, which point lies South 885.20 feet from the northwest corner of said Section, and running S 88°-09' E, 2653.30 feet to the east boundary of the northwest quarter of said section.

N. W 1/4 of Sec. 17

10. Mr. J. W. Young, Route #1, El Paso, Texas:

From a point on the west boundary of Section 17, Township 18 South, Range 10 East, New Mexico Principal Meridian, which point lies South 885.20 feet from the northwest corner of said section, running S 88°-09' E, 2653.30 feet to the true point of beginning; thence continue S 88°-09' E, 1313.70 feet more or less, to the east boundary of the northwest quarter of the northeast quarter of said section.

N. W. 1/4 of N.E. 1/4 of Sec. 17

According to the information we have, title to the remaining lands crossed by the proposed pipe line lies with the State and Federal Government as follows:

Title Vested in the State of New Mexico:

Section 16, Township 18 South, Range 10 East, New Mexico Principal Meridian.

Sections 7, 8, and 15, Township 18 South, Range Range 9 East, New Mexico Principal Meridian.

Sections 4, 9, 10, 11, and 12, Township 18 South, Range 8 East, New Mexico Principal Meridian.

Title Vested in the Federal Government:

The northeast quarter of the northeast quarter of Section 17, Township 18 South, Range 10 East, New Mexico Principal Meridian.

Sections 5 and 6, Township 18 South, Range 8 East, New Mexico Principal Meridian.

It is further requested that the Assessor's records be checked to determine definitely that there are no additional private holdings crossed by the proposed pipe line.

We have been unable to obtain any information regarding the ownership of the Southwest quarter of the Southwest quarter of Section 10, Township 18 South, Range 9 East, New Mexico Principal Meridian.

One print of the ownership map prepared in this Office is enclosed for your use.

Milton J. McColm
Assistant Regional Director.

Encl. 1762791.
cc: Supt. Pinkley.
Custodian Charles.
Insp. Higgins.

Form RA-LU-43
Rev. 11-5-35

Tract No. 3
Option No. 3
Legal File No. 3

Option for Purchase of Lands by the United States of America
(Lump Sum)

PROJECT NAME White Sands National Monument Ext. Date June 11, 1937
SYMBOL NO. RDP-NM-14.

IN CONSIDERATION of the summof One Dollar ($1.00) is hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Seller"), who convenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to the United States of America, and herby grants to the United States the exclusive and irrevocable option and right to purchase the following described lands, located in the County of Otero, State of New Mexico:
(Here insert full and complete legal description)

SOUTH half of the North West quarter, South West Quarter, West half of the South East quarters of Section twenty one and the North half of the North West quarter and the North West of the North East quarter of Section twenty eight, all in Township 18 South, Range 10 East of the N.M.P.M. containing 440 acres more or less,
Together with full right, title and interest in and to the water rights in Dog Canyon, adjacent to the land so described above,

inclúding all improvements and together with all rights, easements and appurtenances thereunto belonging. This offer is for acceptance by the United States through any other duly authorized repressntative of the United States.

The purchase price for said lands and water rights is the sum of $3000.00 for the tract as a whole, and sub-water rights.

It is agreed that all expenses of abstracting and title examination, or any survey required by the United States, shall be paid by the United States, provided, however, that the Seller agrees to deliver, without charge to the United States, any abstract or certificate of title, survey or plat to said lands which he has, to be returned if this purchase is not consummated; that the Seller will not, prior to the expiration of this option, offer said lands for sale or lease, or sell, lease, mortgage, incumber or otherwise dispose of the same, or any part thereof, except to the United States; that all taxes, liens and incumbrances are to be satisfied by the Seller, including stamp taxes and other expenses incidental to the preparation, execution and recording of the deed and other evidences of title required by the United States; that the Seller will convey said lands to the United States by general warranty deed in the form, manner, and at the time required by the Attorney General conveying to the United States a valid, unincumbered, indefeasible fee simple title to said lands meeting all requirements of the Attorney General and applicable Federal laws and regulations; that the purchase price shall be paid at the time of recording such deed; and that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

COPY

This option may be exercised by the United States by mailing or telegraphing with three (3) months from the date hereof, a notice of acceptance of the offer herein to:

(Insert name) J. L. Lawson

at (Address)

in the city of Alamogordo, State of New Mexico

The United States shall have a reasonable time within which to secure an abstract or certificate of title and have the same examined by the Attorney General.

It is further agreed that in the event the United States determines, notwithstanding the prior exercise of this option, that title is to be acquired by eminent domain or other judicial proceedings, in order to acquire a satisfactory title or to expedite such acquisition or for any other reason, than and in that event the consideration hereinabove set forth shall be the amount of the award to be decreed for all damages by reason of the taking of said property by such judicial proceedings, and the Seller hereby agrees that this offer to sell shall without more constitute a stipulation to be filed in such judicial proceedings as final and binding evidence of the award to be made in such proceedings.

It is further agreed that the United States shall have the right in its discretion to patrol and police said land from and after the date hereof; that the United States and its officers, agents and representatives shall, from the date of the exercise of this option, have the right to enter at any time upon said lands for the purpose of clearing, plowing, planting, constructing and maintaining such permanent or temporary structures and improvements, and to do all other things necessary or desirable for or incidental to development of the land as a part of a recreational, plant and animal life, or other conservation area, or other project, that in the event title to such lands does not become vested in the United States, the United States will have the right to enter upon and remove any and all equipment, appliances, materials, structures, fixtures and other property whatever placed upon said lands; and that the Seller waives all claims for damages arising from the activity or inactivity of the United States in the exercise of any or all of said rights.

Loss of damage to the property by fire or from other Act of God shall be at the risk of the Seller until the deed to the United States has been recorded, and in the event that such loss or damage occurs, the United States may, without liability, refuse to accept conveyance of title, or elect to accept conveyance of title in which case there shall be an equitable adjustment of the purchase price.

COPY

00-00-0000: tract ownership data

Form S. L. No. 9
U. S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION
Program Planning Division
Land Policy Section

SUBMARGINAL LAND PROGRAM

AGRICULTURAL DEMONSTRATION PROJECTS

TRACT OWNERSHIP DATA

Proposal No. 3 Tract No. 3

Project name White Sands National Monument Extension RDP-NM-14

Name of claimant J. L. Lawson Married? No Acres claimed 440 and water rights

State New Mexico County Otero District

Water rights: W.J.Stalcup, Spec.Master in Chancery, Grantee J.L.Lawson
Grantor Land:State Purchase Contract Grantee J.L.Lawson
Water rights: Book 95, page 503-4

Deed book volume Land: State purchase contract No. 1656 Page

Assessment record of tract:

Assessed in name of Equity in purchase contract: J.L.Lawson

Year of last assessment 1937 Acres assessed 440 Assessed value of land $ 666.00

Improvements $ Other $ Total $ 666.00

Description of tract:

South Half of the Northwest Quarter and the Southw est Quarter and the West Half of the Southeast Quarter of Section Twenty One, and the North Half of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section Twenty Eight, Township Eighteen South, Range Ten East of the N.M.P.M., Otero County, New Mexico

And all rights to the water in Dog Canyon, adjacent to above described lands, Sacramento Mountains, Otero County, New Mexico.

If a plat map of tract is available, attach a copy hereto.

16—2064

STATUS OF TRACT TITLE

(Supplementary to data on face of this form)

This land is more fully described in deed or will from State Purchase Contract No. 1656 Water Rights in deed from W.K.Staleup, Special Master in Chancery to J. L. Lawson Deed is dated June 30, 1919; is recorded in deeds records for Otero County, State of New Mexico, at page 503-4 in vol. 95 Deed is held now by J. L. Lawson,

Did seller acquire land by deed, will, or inheritance? Purchase, both land and water rights.

This transfer was from to ;

is dated ; is (not) recorded or probated in County,

State of , at page in vol. ;

is held now by at

Last abstract for this land was made by Water rights:H. H. Major

at Alamogordo, New Mexico on (date) May 27, 1 908 and is held now

by J. L. Lawson at Alamogordo, New Mexico

No abstract on land: optionor holds purchase contract from State.

Abstract will (~~xxxxxx~~) be loaned to United States on request.

A plat to this land has (not) been made; is recorded at vol. , page

of deeds in County, (State); is now held

by at

The following mortgages, taxes, delinquent taxes are believed to be outstanding:

NAME OF LIENHOLDER	HIS ADDRESS	AMOUNT
No mortgages		$
Balance due on Purchase Contract to State (approximately) Will be paid by J. L. Lawson		$ 600.00
		$
		$

Land is now occupied by: (Indicate if owners, tenants, squatters, etc., in last column)

NAME	ADDRESS	APPROXIMATE AGE	
J. L. Lawson (owner)	Alamogordo, N.Mex.	68 years.	
		years.	
		years.	
		years.	

Indicate signs of possession (as fences, buildings, crops, etc.) Water development and flumes, buildings and fences.

INSTRUCTIONS.—Fill in as completely as possible without going to expense. In most cases seller can give information.

U. S. GOVERNMENT PRINTING OFFICE: 1934 16—2064

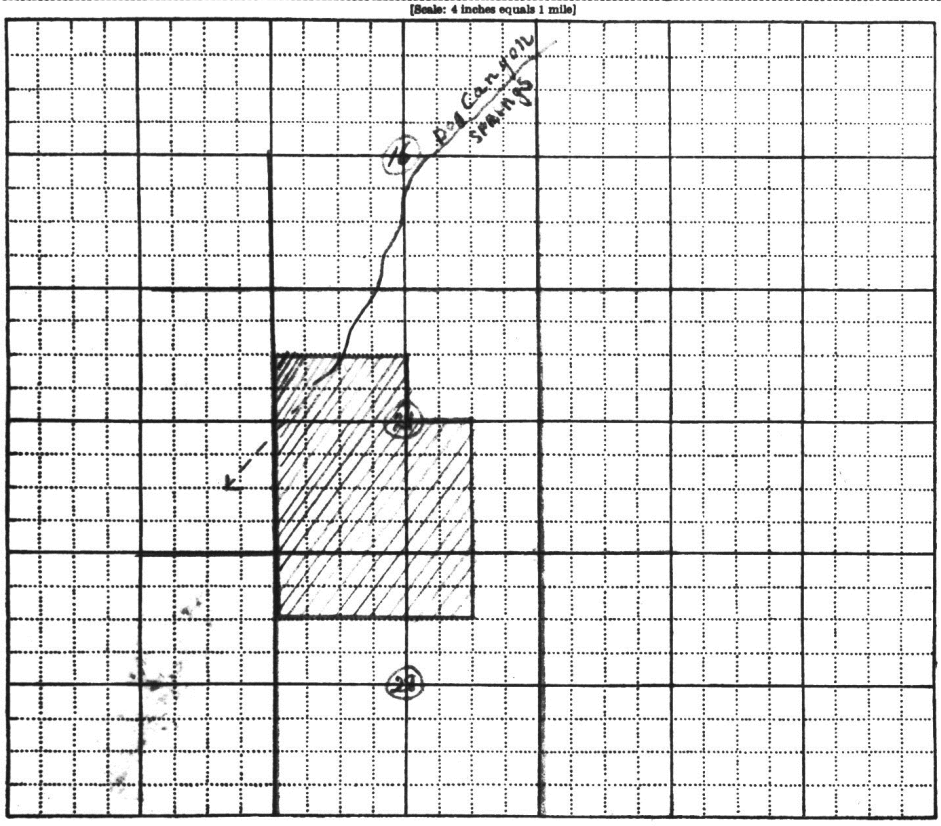
06-11-1937: submarginal land program: agricultural demonstration projects; tract map with grid

Form SL No. 12-B (Revised March 4, 1937)
U. S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION
PROGRAM PLANNING DIVISION
Land Policy Section

SUBMARGINAL LAND PROGRAM
AGRICULTURAL DEMONSTRATION PROJECTS
TRACT MAP (WITH GRID)

Name of owner J. L. Lawson — Tract No. 3
Name of project White Sands National Monument Extension — Proposal No. 3
Acres in tract 440 — Field work by ____ — Date June 11, 1937
Description S½NW¼ & SW¼ & W½ SE¼ of Sec. 21 & N½ NW¼ & NW¼ NE¼ of Sec. 28, TWP 1 8 N, Rge 10 E, NMMP., Otero County, New Mexico

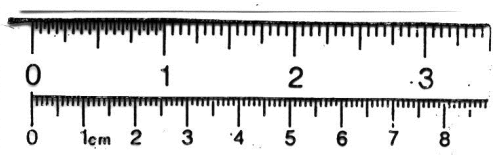
[Scale: 4 inches equals 1 mile]



LEGEND	CLASSES	GRADES *
		1st 2nd 3rd
	CROP LAND	
	PASTURE LAND	
	FOREST LAND	

* See Form SL No. 10 (p. 2, Instr. No. 2) and Cir. of Instrs. No. 3 (Part I-D-9 pp. 17 and 18).

U. S. GOVERNMENT PRINTING OFFICE S—6796



DEPARTMENT OF THE INTER.
National Park Service

APPRAISAL REPORT
FORM RD-2

PROJECT White Sands National Monument Extension June 10, 1937

OFFER NO. 3 TRACT NO. 3 ACRES 440 and Water Rights.

I hereby certify that I am an experienced appraiser of farm lands and that I am familiar with the values of such lands located in and around

Otero County, State of New Mexico; that I have examined and am familiar with the lands of J L Lawson described as follows: S½NW¼, SW¼, W½SE¼, Sec 21; N½NW¼, NW¼NE¼, Sec 28 All in Town 18 S, R 10 E, N M P M

I further certify that in my opinion said land, allegedly containing 440 acres, timber and improvements, have a present grand total market value of $ 440. My appraisal, as follows, is based on factors of established base values for soil, merchantable timber and buildings; farm unit desirability (buildings, crop land, pasture and woodland considered together); location and accessibility; condition of improvements; near future productive value of timber, value of reservation to offerer, and recent non-sacrifice local sales.

ITEM	ACRES	PER ACRE	TOTAL
Good crop land, including orchard & hay meadow		$	$
Fair crop land, including orchard & hay meadow			
Poor crop land, including orchard & hay meadow			
Grazing or open pasture			
Woodland (land value only or plus young tree growth)	440	$3.00	$1320
Waste land			
1. TOTAL FOR LAND			(1)
Merchantable timber, hardwood			
Merchantable timber, soft wood			
2. TOTAL FOR TIMBER			(2)
Dwellings			500
Barns			200
Other Buildings			
Well or spring, Water rights, Dog Canyon Springs			2500
Fencing			500
Other (explain over)			
3. TOTAL FOR IMPROVEMENTS			(3) $5020.
4. TOTAL VALUE OF TRACT (1, 2, 3)			
5. Additions for accessibility, potential values, etc. (explain over)			
6. Deduction for inaccessibility (explain over)			
7. Deduction for reservations, easements, etc. (explain over)			
8. APPRAISED GRAND TOTAL MARKET VALUE (4, 5, 6, 7)			
9. Offer to Sell price of tract			

Signed Tom Charlton
Appraiser

Accepted _____

Signed John A Hafner
Project Manager.

DEPARTMENT OF THE INTERI
National Park Service

APPRAISAL REPORT
FORM RD-2

PROJECT White Sands National Monument Extension, June 10, 1937

OFFER NO. 3 TRACT NO. 3 ACRES 440 and Water Rights

I hereby certify that I am an experienced appraiser of farm lands and that I am familiar with the values of such lands located in and around

Otero County, State of New Mexico; that

I have examined and am familiar with the lands of J. L. Lawson

described as follows: S½NW¼,SW¼, W½SE¼, Sec. 21; N½NW¼, NW¼NE¼, Sec 28

All in Township 18 S, R 10 East, N.M.P.M.

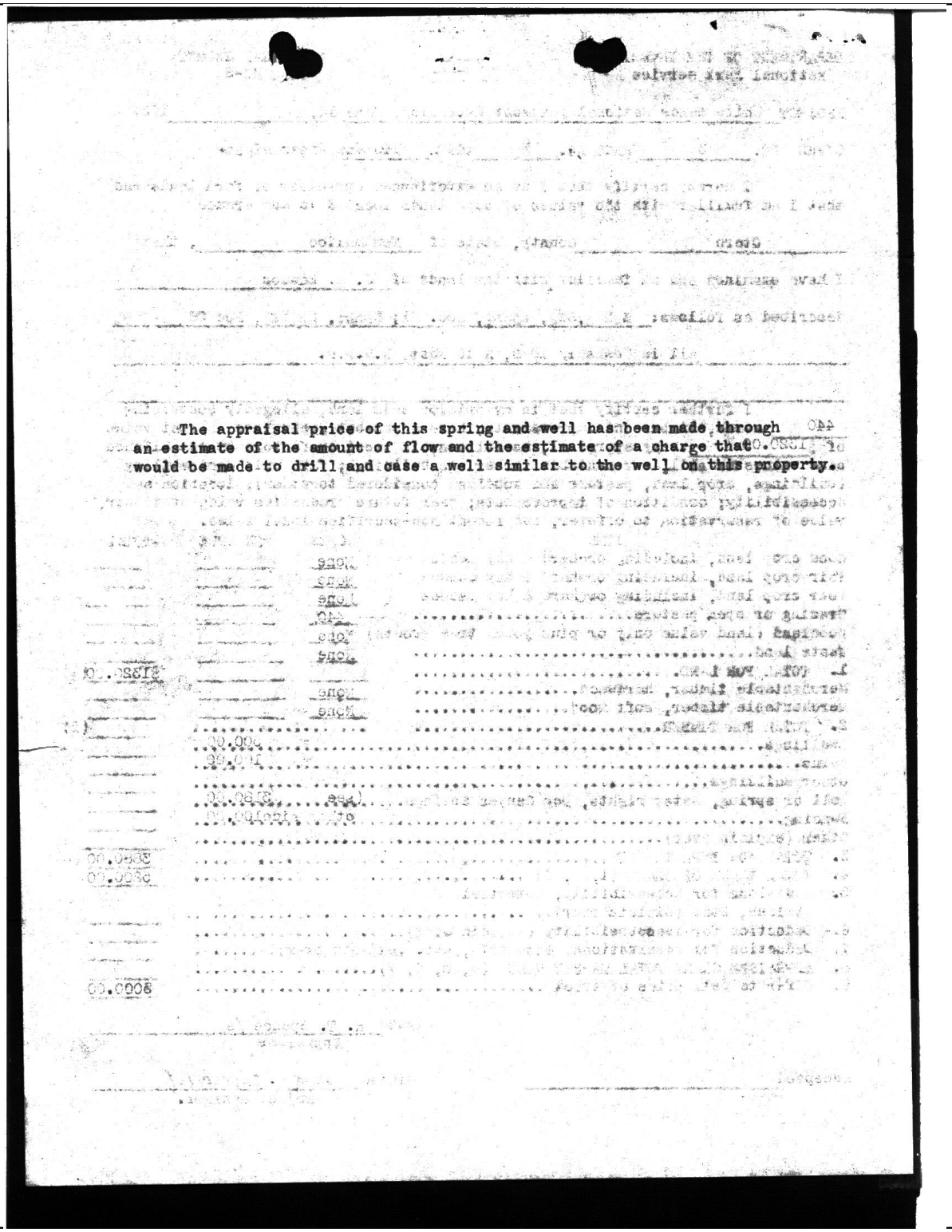
I further certify that in my opinion said land, allegedly containing 440 acres, timber and improvements, have a present grand total market value of $1320.00 and my appraisal, as follows, is based on factors of established base values for soil, merchantable timber and buildings; farm unit desirability (buildings, crop land, pasture and woodland considered together); location and accessibility; condition of improvements; near future productive value of timber, value of reservation to offerer, and recent non-sacrifice local sales.

ITEM	ACRES	PER ACRE	TOTAL
Good crop land, including orchard & hay meadow	None	$	$
Fair crop land, including orchard & hay meadow	None		
Poor crop land, including orchard & hay meadow	None		
Grazing or open pasture	440		
Woodland (land value only or plus young tree growth)	None		
Waste land	None		
1. TOTAL FOR LAND			$1320.00 (1)
Merchantable timber, hardwood	None		
Merchantable timber, soft wood	None		
2. TOTAL FOR TIMBER			(2)
Dwellings		500.00	
Barns		100.00	
Other Buildings			
Well or spring, Water rights, Dog Canyon Springs	(see other side)	3180.00	
Fencing		100.00	
Other (explain over)			
3. TOTAL FOR IMPROVEMENTS			3880.00 (3)
4. TOTAL VALUE OF TRACT (1, 2, 3)			5200.00
5. Additions for accessibility, potential values, etc. (explain over)			
6. Deduction for inaccessibility (explain over)			
7. Deduction for reservations, easements, etc. (explain over)			
8. APPRAISED GRAND TOTAL MARKET VALUE (4, 5, 6, 7)			
9. Offer to sell price of tract			5000.00

Signed R. T. Spence /s/
Appraiser

Accepted

Signed John A. Hopper /s/
Project Manager.



The appraisal price of this spring and well has been made through an estimate of the amount of flow and the estimate of a charge that would be made to drill and case a well similar to the well on this property.

07-03-1934: record of patents: patent no. 1070558

Las Cruces 041828

4—1007-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico,

has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

Frank L. Southworth

has been established and duly consummated, in conformity to law, for the west half and the west half of the southeast quarter of Section nine in Township eighteen south of Range nine east of the New Mexico Meridian, New Mexico, containing four hundred acres,

according to the Official Plat of the Survey of the said Land, on file in the GENERAL LAND OFFICE:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862).

IN TESTIMONY WHEREOF, I, Franklin D. Roosevelt,

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the THIRD

(SEAL.) day of JULY in the year of our Lord one thousand

nine hundred and THIRTY-FOUR and of the Independence of the

United States the one hundred and FIFTY-EIGHTH.

By the President: Franklin D. Roosevelt

By Louise Polk Wilson, Secretary.

Ruth Lockett

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 1070558

GOVERNMENT PRINTING OFFICE 6—2177

UNITED STATES OF AMERICA GENERAL LAND OFFICE

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R S Clinton
Chief, Patents Division

K

Las Cruces 013758

4—1003-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico,

has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Milton A. Boyd

has been established and duly consummated, in conformity to law, for the west half of the southwest quarter of Section eleven and the west half of the northwest quarter of Section fourteen in Township eighteen south of Range nine east of the New Mexico Meridian, New Mexico, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson,

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the EIGHTH

(SEAL.) day of JANUARY in the year of our Lord one thousand

nine hundred and TWENTY-ONE and of the Independence of the

United States the one hundred and FORTY-FIFTH.

By the President: Woodrow Wilson

By Wm. P. LeRoy Secretary.

S. V. B. Lamar.

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 789513

6—4021

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R. D. Clinton
Chief, Patents Division

08-20-1918: record of patent: patent no. 645068

T11SR7E

j

Las Cruces 05632

4—1003-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico,

has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

Wilton A. Boyd

has been established and duly consummated, in conformity to law, for the east half of the northwest quarter of Section fourteen and the east half of the southwest quarter of Section eleven in Township eighteen south of Range nine east of the New Mexico Meridian, New Mexico, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTIETH day of AUGUST in the year of our Lord one thousand nine hundred and EIGHTEEN and of the Independence of the United States the one hundred and FORTY-THIRD.

(SEAL.)

By the President: Woodrow Wilson

By W. P. LaRoy, Secretary.

S. D. C. Sambr, Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 645068.

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 22 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R. S. Clinton
Chief, Patents Division

05-28-1914: record of patents: patent no. 408798

Las Cruces 060. 4—1023-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant Louella E. Camp, according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the southwest quarter of the southeast quarter of Section eleven and the north half of the northeast quarter of Section fourteen in Township eighteen south of Range nine east of the New Mexico Meridian, New Mexico, containing one hundred twenty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTY-EIGHTH day of MAY in the year of our Lord one thousand nine hundred and FOURTEEN and of the Independence of the United States the one hundred and THIRTY-EIGHTH.

(SEAL)

By the President: Woodrow Wilson.

By M. P. LeRoy Secretary,

L. L. C. Lamar Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 408798

6—2171

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R. S. Clinton
Chief, Patents Division

06-10-1913: record of patents: patent no. 340522

Las Cruces 05629 4—1003-B.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico,

has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20. 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Samuel David Camp

has been established and duly consummated, in conformity to law, for the south half of the northeast quarter and the north half of the southeast quarter of Section fourteen in Township eighteen south of Range nine east of the New Mexico Meridian, New Mexico, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TENTH

day of JUNE in the year of our Lord one thousand

nine hundred and THIRTEEN and of the Independence of the

United States the one hundred and THIRTY-SEVENTH.

(SEAL)

By the President: Woodrow Wilson

By M. P. LeRoy Secretary,

H. W. Jamison

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 340522

6—2177

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R. F. Clinton
Chief, Patents Division

06-05-1914: record of patents: patent no. 411670

4—1003-R.

Las Cruces 05745.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Mack H. Turnbeaugh, has been established and duly consummated, in conformity to law, for the northwest quarter of Section thirteen in Township eighteen south of Range nine east of the New Mexico Meridian, New Mexico, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the FIFTH day of JUNE in the year of our Lord one thousand nine hundred and FOURTEEN and of the Independence of the United States the one hundred and THIRTY-EIGHTH.

(SEAL)

By the President: Woodrow Wilson.

By M. P. LeRoy Secretary,

L. L. B. Lamar
Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 411670

6—0177

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R. A. Clinton
Chief, Patents Division

10-20-1913: record of patents: patent no. 360690

Las Cruces 05643. 4—1023-E.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant Orin B. Smyth according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the northeast quarter of Section thirteen in Township eighteen south of Range nine east of the New Mexico Meridian, New Mexico, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTIETH day of OCTOBER in the year of our Lord one thousand nine hundred and THIRTEEN and of the Independence of the United States the one hundred and THIRTY-EIGHTH.

(SEAL)

By the President: Woodrow Wilson

By M. P. LeRoy Secretary,

L. L. C. Lamar, Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 360690

6—2171

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R. A. Clinton
Chief, Patents Division

Las Cruces 05645. 4—1003-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of The Heirs of Wallace E. Rupard has been established and duly consummated, in conformity to law, for the south half of the northwest quarter and the north half of the southwest quarter of Section eighteen in Township eighteen south of Range ten east of the New Mexico Meridian, New Mexico, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant S the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant S and to the heirs and assigns of the said claimant S forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the FIFTH day of NOVEMBER in the year of our Lord one thousand nine hundred and FIFTEEN and of the Independence of the United States the one hundred and FORTIETH.

(SEAL)

By the President: Woodrow Wilson

By M. P. LeRoy Secretary,

L. C. Lamar. Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 497478

6—2177

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R. S. Clinton
Chief, Patents Division

08-19-1912: record of patents: patent no. 288836

LAS CRUCES 06402. 4—1003-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at LAS CRUCES, NEW MEXICO, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of GEORGE M. POE has been established and duly consummated, in conformity to law, for the SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION SEVEN AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION EIGHTEEN IN TOWNSHIP EIGHTEEN SOUTH OF RANGE TEN EAST OF THE NEW MEXICO MERIDIAN, NEW MEXICO, CONTAINING ONE HUNDRED SIXTY ACRES,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, WILLIAM H. TAFT President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the NINETEENTH day of AUGUST in the year of our Lord one thousand nine hundred and TWELVE and of the Independence of the United States the one hundred and THIRTY-SEVENTH.

(SEAL)

By the President: Wm. H. Taft

By Geo. P. LeRoy Secretary,

John O'Connell Acting Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 288836

6—2177

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
Chief, Patents Division.

07-17-1913: record of patents: patent no. 347418

Las Cruces 05628.

4—1003-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Joseph W. Hatfield has been established and duly consummated, in conformity to law, for the northeast quarter of Section eighteen in Township eighteen south of Range ten east of the New Mexico Meridian, New Mexico, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the SEVENTEENTH day of JULY in the year of our Lord one thousand nine hundred and THIRTEEN and of the Independence of the United States the one hundred and THIRTY-EIGHTH.

(SEAL)

By the President: Woodrow Wilson

By M. P. LeRoy, Secretary,

L. L. C. Lamar, Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 347418

6—2177

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R. H. Clinton
Chief, Patents Division

04-10-1913: record of patents: patent no. 325449

b

Las Cruces 05686

4—1003-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of The Heirs of Henry S. Stark has been established and duly consummated, in conformity to law, for the northwest quarter of Section seventeen in Township eighteen south of Range ten east of the New Mexico Meridian, New Mexico, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant S the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant S and to the heirs and assigns of the said claimant S forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TENTH day of APRIL in the year of our Lord one thousand nine hundred and THIRTEEN and of the Independence of the United States the one hundred and THIRTY-SEVENTH.

(SEAL)

By the President: Woodrow Wilson

By M. P. LeRoy Secretary,

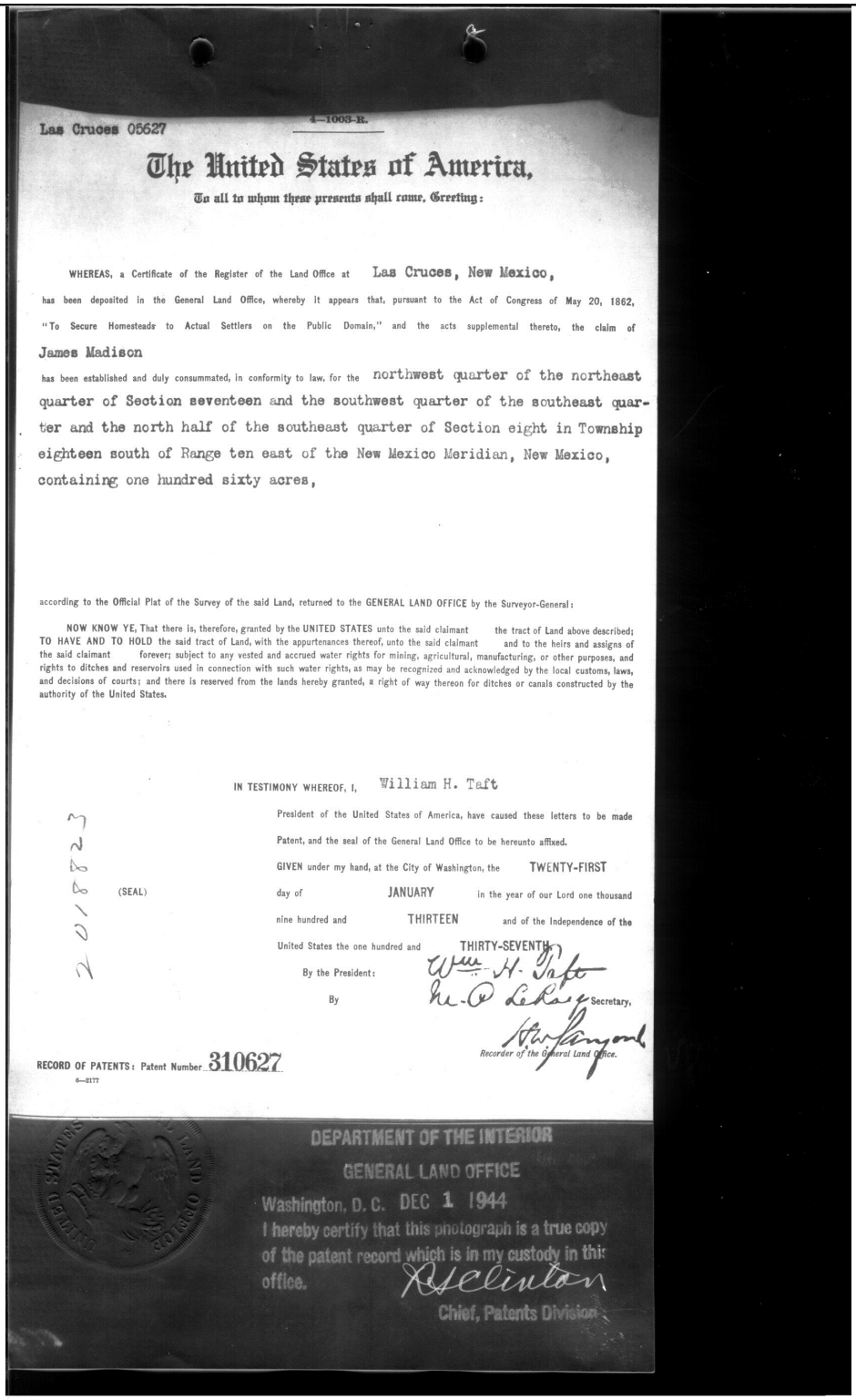
H. W. Bransford
Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 325449

6—2177

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R. Sclinton
Chief, Patents Division

01-21-1913: record of patents: patent no. 310627



Las Cruces 05627

4-1003-E.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Las Cruces, New Mexico, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of James Madison has been established and duly consummated, in conformity to law, for the northwest quarter of the northeast quarter of Section seventeen and the southwest quarter of the southeast quarter and the north half of the southeast quarter of Section eight in Township eighteen south of Range ten east of the New Mexico Meridian, New Mexico, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William H. Taft President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTY-FIRST day of JANUARY in the year of our Lord one thousand nine hundred and THIRTEEN and of the Independence of the United States the one hundred and THIRTY-SEVENTH.

(SEAL)

By the President: Wm. H. Taft

By Geo. C. LeRoy Secretary,

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 310627

6—2177

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D. C. DEC 1 1944
I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
R. E. Clinton
Chief, Patents Division

Administrative Agreements

06-12-1974: letter to district engineer from hydraulic engineer regarding sketch outlining proposed work near holloman air force ba

WHSA
Docket no. 2

~~154~~
D5039
WHSA

June 12, 1974

Mr. C. D. Rickman, Dist. Engineer
New Mexico State Highway Department
District #2
P. O. Box 1557
Roswell, New Mexico 88201

Dear Mr. Rickman:

In accordance with Superintendent Thomson's letter (copy enclosed), we are enclosing the sketch outlining our proposed work near Holloman Air Force Base. We hope that the conditions of the contract meet with your Agency's approval, and that the work may begin in the next few days.

Sincerely yours,

/s/ Garland Moore

Garland Moore
Hydraulic Engineer

Enclosures

cc:
Supt., WHSA, w/o encl.
PSN-SWR

GMoore:ba 6/12/74

05-22-1974: letter to district engineer from superintendent regarding completed forms for the application to make a tap onto the w

RECEIVED
NPS [illegible] REGIONAL OFFICE
MAY 23 1974

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WHITE SANDS NATIONAL MONUMENT
P. O. Box 458
ALAMOGORDO, NEW MEXICO 88310

~~D5031~~

MAY 22, 1974

MR. C. D. RICKMAN, DIST. ENGINEER
NEW MEXICO STATE HIGHWAY DEPARTMENT
DISTRICT #2
P. O. Box 1557
ROSWELL, NEW MEXICO 88201

DEAR MR. RICKMAN:

WE ENCLOSE THE COMPLETED FORMS FOR THE APPLICATION TO MAKE A TAP ONTO THE WATER PIPE WITHIN THE HIGHWAY RIGHT-OF-WAY NEAR THE FRONT ENTRANCE TO HOLLOMAN AIR FORCE BASE. THE SKETCH OF THE INSTALLATION, AS REQUIRED IN THE INSTRUCTIONS, WILL BE FURNISHED SEPARATELY TO YOU FROM OUR REGIONAL OFFICE AT SANTA FE. ENGINEER GARRY MOORE WILL BE PREPARING THIS AND SEEING THAT IT IS MAILED WITHIN A FEW DAYS.

WE UNDERSTAND THAT IT IS NECESSARY FOR US TO OBTAIN INFORMATION FROM THE UTILITY COMPANIES THAT MAY HAVE INSTALLATIONS AT THIS SAME LOCATION. COULD YOU FURNISH US WITH THE NAMES OF THE COMPANIES WHO HAVE APPLIED TO YOU FOR CROSSINGS AT THIS LOCATION SO THAT WE MAY KNOW PRECISELY THOSE WITH WHICH WE SHOULD MAKE CONTACT? IT WOULD BE MOST HELPFUL TO US. WE ENCLOSE A COPY OF THE MEMORANDUM FROM THE BASE CIVIL ENGINEER AT HOLLOMAN AFB WHICH AUTHORIZED THE TAP ONTO THE WATER LINE. MAY WE AGAIN EXPRESS OUR APPRECIATION TO MR. SMITH FOR HIS ADVICE AND COUNSEL. PLEASE LET US KNOW IF THERE IS ANYTHING FURTHER WE SHOULD DO TO EFFECT THIS SOLUTION TO OUR WATER PROBLEM.

SINCERELY,

JAMES M. THOMSON
SUPERINTENDENT

ENCLOSURE

CC:
SWRO

D5039
Whea

05-22-1974: memorandum to regional director from superintendent regarding water supply situation with holloman air force base

United States Department of the Interior

NATIONAL PARK SERVICE
WHITE SANDS NATIONAL MONUMENT
P. O. Box 458
ALAMOGORDO, NEW MEXICO 88310

IN REPLY REFER TO:
~~D5031~~

MAY 22, 1974

NPS SOUTHWEST REGION
MAY 23 1974

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MEMORANDUM

To: REGIONAL DIRECTOR, SOUTHWEST REGION

FROM: SUPERINTENDENT, WHITE SANDS

SUBJECT: WATER SUPPLY SITUATION

WE ENCLOSE A COPY OF THE MEMORANDUM FROM HOLLOMAN AFB AUTHORIZING THE TAP ONTO THEIR 16-INCH LINE. WE HAVE DISCUSSED THE CURRENT SITUATION TODAY WITH ENGINEER GARRY MOORE AND ARE GRADUALLY PROCEEDING TOWARDS DOING THE ACTUAL CONSTRUCTION WORK. APPLICATION HAS BEEN MADE TO THE NEW MEXICO STATE HIGHWAY DEPARTMENT FOR PERMISSION TO DO THIS WORK IN THE RIGHT-OF-WAY. WRITTEN AUTHORIZATION HAS ALREADY BEEN GIVEN TO US FOR THE WORK AND THE APPLICATION COMPLETES THE FORMALITY OF THE MATTER.

James M. Thomson

JAMES M. THOMSON

ENCLOSURE

CONSERVE AMERICA'S ENERGY

Save Energy and You Serve America!

D5039
Whsw

05-17-1974: letter to white sands national monument from base civil engineer regarding water supply to white sands national mon

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 49TH COMBAT SUPPORT GROUP (T.
HOLLOMAN AIR FORCE BASE, NEW MEXICO 88330

REPLY TO ATTN OF: DEE

17 MAY 1974

SUBJECT: Water Supply to White Sands National Monument

TO: White Sands National Monument
P. O. Box 458
Alamogordo NM 88310

The current contractural agreement between Holloman Air Force Base and White Sands National Monument, National Park Service, provides for the National Park Service to receive a maximum of 1,500,000 gallons of water monthly. Due to the abandonment of the 10" water line which now is the source of water supply to White Sands National Monument, permission is herein granted to the National Park Service to tap the 16" main water line serving Holloman Air Force Base.

Under the provisions of the contract, the National Park Service is responsible for taking the necessary action required in obtaining the utility; however, full cooperation will be extended by Base Civil Engineering personnel (DEE/Mr. Guzeika) in order to facilitate the desired reconnection.

Donald L. Schmidt
DONALD L. SCHMIDT, Colonel, USAF
Base Civil Engineer

MAY 20 '74

05-16-1974: memorandum to regional director from superintendent regarding water supply situation at the holloman air force base

NPS SOUTHWEST REGIONAL OFFICE
MAY 20 1974
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United States Department of the Interior

NATIONAL PARK SERVICE
WHITE SANDS NATIONAL MONUMENT
P. O. Box 458
ALAMOGORDO, NEW MEXICO 88310

IN REPLY REFER TO:
D5031

MAY 16, 1974

wto Docket File
White Sands

MEMORANDUM

TO: REGIONAL DIRECTOR, SOUTHWEST REGION

FROM: SUPERINTENDENT, WHITE SANDS

SUBJECT: WATER SUPPLY SITUATION

TO BRING YOU UP TO DATE ON MATTERS CONCERNING OUR EFFORTS TO RESOLVE THE WATER SUPPLY MATTER, WE HAD A MEETING ON THURSDAY AT THE SITE OF THE TAP ONTO THE HOLLOMAN AFB SUPPLY LINE. REPRESENTATIVES OF THE AIR BASE, THE REA ELECTRIC COOP., THE ALAMO PUMP AND SUPPLY WITH THEIR SUB-CONTRACTORS FOR EXCAVATION AND ELECTRICAL WIRING, THE STATE HIGHWAY DEPARTMENT AND ENGINEER GARRY MOORE OF THE SOUTHWEST REGIONAL OFFICE MET TO DISCUSS THE PROGRAM FOR DOING THE WORK. THE TECHNICAL ASPECTS OF THE JOB WERE FAIRLY WELL IRONED OUT. WE THOUGHT WE WOULD BE ABLE TO SECURE CONCURRENCE FOR ALL MATTERS OF CONCERN BUT THIS WAS NOT THE CASE. ENCLOSED ARE COPIES OF LETTERS WHICH WERE REQUIRED BY THE OFFICIALS OF HOLLOMAN AFB AND THE STATE HIGHWAY DEPARTMENT. UPON RECEIVING FAVORABLE ENDORSEMENT OF THESE FROM THE AGENCIES AND AFTER SUBMITTING CERTAIN FORMS TO THE HIGHWAY DEPARTMENT, ASSUMING THEY GIVE APPROVAL, WE CAN PROCEED WITH THE WORK. THE TIME ELEMENT INVOLVED IS PROBABLY ABOUT 2 WEEKS FROM NOW BEFORE ANY CONTRACT PRICE WILL BE AVAILABLE, WITH SUBSEQUENT ACKNOWLEDGEMENT AND APPROVAL IN ORDER TO BEGIN THE WORK.

WE ALSO MET LATER THE SAME DAY WITH ENGINEERS OF THE AIR BASE TO GO OVER CERTAIN SPECIFICATIONS FOR THE PUMP AND THE TAP ONTO THE LINE. THEY INDICATED AT THAT TIME THAT THERE SHOULD BE NO PROBLEM WITH RESPECT TO THE APPROVAL OF OUR REQUEST TO MAKE THIS CONNECTION TO THE WATER SUPPLY.

OUR WATER SITUATION IS, IN THE MEANTIME, IMPROVING DUE TO OUR STEPS IN CLOSING THE MAIN COMFORT STATIONS (USING CHEMICAL TOILETS IN LIEU THEREOF) AND SHUTTING OFF ALL IRRIGATION OF LAWNS AND TREES. THE STORAGE TANK IS ABOUT 3/4 FULL. THE AIR BASE INCREASED THE PRESSURE ON THE OLD SUPPLY LINE AND REPAIRED THE RESULTING LEAKS, THUS GIVING US

D5039
Whsa

MORE GALLONS PER MINUTE. WE FEEL MUCH BETTER ABOUT THE SITUATION AND CAN STAND THE DELAY IN ACCOMPLISHING THE LONG-TERM SOLUTION. WE APPRECIATE VERY MUCH THE WORK DONE FOR US BY GARRY MOORE, AND ALSO THE QUICK RESPONSE FROM ASSOC. REGIONAL DIRECTOR FITCH AND BUDGET OFFICER ALFORD WITH REGARD TO OUR NEED FOR FUNDS.

James M. Thomson

JAMES M. THOMSON

ENCLOSURES

05-10-1974: letter to district engineer from superintendent regarding resolution in critical water problem facing the operation of whi

White Sands National Monument
P. O. Box 458
Alamogordo, New Mexico 88310

D5031

May 10, 1974

Mr. C. D. Rickman, District Engineer
New Mexico State Highway Department
District #2
P. O. Box 1557
Roswell, New Mexico 88201

Dear Mr. Rickman:

The purpose of this letter is to seek your cooperation in resolving a rather critical water problem facing the operation of White Sands National Monument. We are supplied with water through an old 10" line from Alamogordo to Holloman Air Force Base. The age of this line and the resulting leaks in it have forced the Air Force to cut down on the pressure within the line. Thishas reduced our incoming supply and has brought on a very low reserve of water.

The long-term solution proposed by the Air Force is to allow the Monument to tap on to an existing 16" line and this will provide ample water for our needs.

The place for accomplishing this work is located in the highway right-of-way near the entrance to Holloman Air Force Base. A meeting of various people concerned, including Mr. Smith of your office, was held this morning at the site. Mr. Smith explained certain procedural requirements for our benefit and we appreciate his presence there. We propose to remove the existing concrete vault and replace it with a new one, the latter to extend above the ground no more than three (3) feet. The maximum size of the vault will be six (6) feet wide by ten (10) feet long, with an over all depth of eight (8) feet. It will be located in the same spot as the old structure. Following completion of the work, the site will be cleaned up by the contractor so as to present as neat an appearance as possible. Your approval for doing this work is hereby requested.

Mr. Smith stated that application forms for formal approval would be forthcoming soon and when received we will expedite the completion of the information desired by your office so that the forms may be returned to you promptly. We enclose a sketch plan of the work we propose to do at the site. Your assistance to us in this matter will be most welcome.

Sincerely,

James M. Thomson
Superintendent

Enclosure
cc: Holloman Air Force Base
Southwest Regional Office, NPS

White Sands National Monument
P. O. Box 458
Alamogordo, New Mexico 88310

D5031

May 10, 1974

49th CSG/DE
Holloman Air Force Base
New Mexico 88330

Gentlemen:

The purpose of this letter is to enlist your cooperation in solving the current water supply problem which has affected the operation of the White Sands National Monument. Consultation with Lt.Colonel Seats, Mr. Dunn and Mr. Claxton of your staff has indicated that existing 10" line from Alamogordo to Holloman, which serves the Monument aswell, has resulted in many leaks whenever pressure is placed on it greater than that now being applied.

The loss of pressure has brought on a slowly decreasing supply of water in the storage reservoir that serves the Monument. Temporary relief has been given the Monument through some increase in pressure on this supply line and we appreciate this cooperation. In order to provide for a long term solution, it has been suggested by the individuals mentioned above that we take the action, with your permission, to tap on to the 16" line which bringswater from the government well field.

A conference was held this morning at the site of the proposed construction work to tap onto the 16" line. Messrs. Bryant and Claxton participated in the discussion and requested that we write to you to request the formal permission to make the tap to this line. Such is the intention of this letter and we trust you may see fit to grant us the permission required. We enclose a sketch plan of the work that is proposed to accomplish this task.

Sincerely,

James M. Thomson
Superintendent

Enclosure

cc:District Engineer
N.M. State Highway Dept

Southwest Regional Office, NPS

05-24-1971: letter to u.s. department of defense from superintendent regarding special use permit 3:142:1681 has been cancelled

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
MAR 26 1971

WHITE SANDS NATIONAL MONUMENT
P. O. Box 458
ALAMOGORDO, NEW MEXICO 88310

W22
L54

MARCH 24, 1971

MR. COMSTOCK
U. S. DEPT. OF DEFENSE
CORPS OF ENGINEERS
P. O. Box 1580
ALBUQUERQUE, NEW MEXICO

DEAR MR. COMSTOCK:

THIS IS TO ADVISE YOU THAT SPECIAL USE PERMIT, 3:142:1681, HAS BEEN CANCELLED. THIS PERMIT COVERED THE WATER RIGHTS TO SECTION 21 AND 28, T18s, R10E, NMPM. THE WATER SOURCE IS LOCATED IN SECTION 16, T18s, R10E. THE PERMIT WAS ISSUED TO HOLLOMAN AIR FORCE BASE BY WHITE SANDS NATIONAL MONUMENT, JULY 1, 1966.

HOLLOMAN AIR FORCE BASE HAS HAD NO USE FOR THIS WATER AND DOES NOT ANTICIPATE FUTURE USE FOR IT. FOR THIS REASON AND THE FACT THAT THE SPRING IN SECTION 16 IS THE WATER SOURCE FOR SECTION 21 AND 28, THERE IS NO REASON TO ISSUE ANOTHER PERMIT AS HOLLOMAN HAS NO USE FOR SECTION 21 AND 28.

VERY TRULY YOURS,

JOHN F. TURNEY
SUPERINTENDENT

CC: SWRO
HOLLOMAN (MR. DUNN)

L 3031
Volna
Holloman

02-19-1971: memorandum to director from assistant director regarding special use permit issued has been cancelled with concurr

FILE COPY	
Surname & Date	
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A. D	
MA	
OE	
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S	
F	

Southwest Region
Santa Fe, New Mexico 87501

L30-S

FEB 19 1971

Mr. James Dillard, Director
New Mexico Park and Recreation Commission
141 East DeVargas
Santa Fe, New Mexico 87501

Dear Mr. Dillard:

Please be advised that the special use permit issued by the Superintendent, White Sands National Monument, to US Air Force (AFMDC) at Holloman Air Force Base for the use of portions of Sections 21 and 28, T18S, R10E, N.M.P.M., has been cancelled with concurrence of the Air Force.

The Superintendent, White Sands National Monument, can now negotiate with your representative for a special use permit for the use of NE 1/4 NE 1/4 of Section 16, which you have expressed a desire to use in connection with development of a state park.

The Superintendent at White Sands National Monument is Mr. Jack Turney and he has been advised to deal directly with your office on the matter. Please feel free to contact him direct but if we can be of further assistance, please call us.

Your continuing support and cooperation are appreciated.

Yours very truly,

(SIGNED)
Monte E. Fitch
Assistant Director,
Park Support Services

cc:
L. A. Guenther, Albuq Dist. Corps of Engineers
Superintendent, White Sands

MEFitch:kw 2/19/71

copy (x) L30 whsa
N Mex Park & Rec. Comm.

L30 whsa
USAF

12-18-1970: letter to chief, real estate division from director regarding special use permit issued to holloman air force base in 1966

FILE COPY
Surname & Date

D	
A. D	
MA	
OE	
C	
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A	
*	✓
MAIL	

Southwest Region
P.O. Box 728
Santa Fe, New Mexico 87501

L30-S

DEC 1 8 1970

Mr. L. A. Guenther
Chief, Real Estate Division
Corps of Engineers
PO Box 1580
Albuquerque, New Mexico 87103

Dear Mr. Guenther:

This will acknowledge your letter of December 14 to Mr. Edward Doyle of this office regarding the special use permit issued to Holloman Air Force Base in 1966.

We have had discussions with the New Mexico State Park and Recreation representatives concerning this matter and, if agreeable to the Holloman Air Force Base officials, we will ask the Superintendent at White Sands National Monument to cancel the existing permit and issue a new permit excluding the NE¼ NE¼ of Section 16. We prefer to cancel the existing permit and issue a new one since a special use permit is, in effect, a contract and any changes or amendments must be agreed to and initialed by all parties concerned.

Sincerely yours,

(SIGNED)

Frank F. Kowski
Director
Southwest Region

Blind copy to Superintendent, White Sands

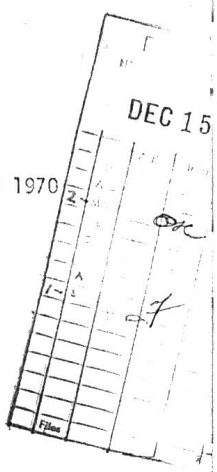
Note to Superintendent, White Sands: Please take appropriate action to cancel special use permit 3:142:1681 which was issued on June 16, 1966 to Hollamon Air Force Base. Then issue a new permit to Hollamon excluding the NE¼NE¼ of Section 16. At a later time State Park and Recreation officials will apply for a special permit for use of the above-described land.

MEFitch:hhe 12/18/70

L 30 whsa
USAF

12-14-1970: letter to regional director from chief, real estate division regarding permit 3:142:1681 - holloman air force base

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1580
ALBUQUERQUE, NEW MEXICO 87103



SWARE-A
Holloman AFB, Permit No. 3:142:1681

14 December 1970

Mr. Edward Doyle, Regional Director
National Park Service
P. O. Box 728
Santa Fe, New Mexico 85501

Dear Mr. Doyle:

Reference is made to the telephone conversation between you and Mr. Comstock with reference to amending permit 3:142:1681 which was issued Holloman Air Force Base on 16 June 1966.

As you were advised by Mr. Comstock, the New Mexico State Park and Recreation Commission is planning to establish a park on the NE¼NE¼ of Section 16, Township 18 South, Range 10 East. The Commission has requested this office to delete this area from the permit so that they may apply for the use of it. This is agreeable to Holloman Air Force Base.

We are coordinating this matter with Holloman Air Force Base and will appreciate your advice concerning the amendment.

A copy of the special use permit is inclosed for your ready reference. Your early reply will be appreciated.

Sincerely yours,

L. A. GUENTHER
Chief, Real Estate Division

1 Incl
Special Permit

L.30 whsa
U.S.A.F.

L4W2

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON, D.C. 20240

SAN FRANCISCO SERVICE CENTER
JAN 8 1970
DIRECTOR, SSC
CHIEF, ED&P
CHIEF, ADM. SVC.
CHIEF, CS&M
CHIEF, LAND & WATER RIGHTS
CHIEF, HIST. & HIST. ARCHEO.
CHIEF, PRGMS. MANAGEMENT

IN REPLY REFER TO:
L3031-MW

L54 (WSC) LWW
LWHSA
WR #1

Memorandum

To: Director, Western Service Center
Attention: Mr. Witucki

From: Chief, Division of Water Resources

Subject: Right-of-way for waterline, White Sands

Enclosed for your information is your copy of Assistant Regional Director Eden's November 13, 1969, memorandum on the above subject enclosing copy of right-of-way agreement with New Mexico Highway Department.

We have filed our copy of the agreement in Docket No. 1.

E W Reed for
Manuel Morris

Enclosure

cc:
Regional Director, Southwest (2)

RECEIVED
WATER
JAN 8 1970
ACT. INFO. INITIALS DATE
WITUCKI, G.
CHAVEZ, D.
FILE
REMARKS

11-13-1969: memorandum to assistant director, park management from assistant regional director, operations regarding right of w

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Southwest Region
Santa Fe, New Mexico 87501

Nov 17 7 48 AM '69

IN REPLY REFER TO:
(3031)
~~154-0~~

November 13, 1969

Memorandum

To: Assistant Director, Park Management, WASO

From: Assistant Regional Director, Operations

Subject: Right-of-way for water line, White Sands

Reference is made to your subject memorandum of November 10, 1969. We considered Solicitor's Opinion M. 33127, dated August 9, 1943, during our negotiations but refrained from using it as we need the New Mexico Highway Department's cooperation in changing the alignment to the road shoulder. It is their normal practice not to allow utilities in road shoulders.

Enclosed is a copy of the new right-of-way agreement which indicates our success in this matter.

Thank you for your concern and interest in this matter.

James M. Eden

James M. Eden

Enclosure W

WHSA

11-10-1969: memorandum to regional director from assistant director regarding right of way for water line

RECEIVED
WATER
NOV 12 1969

ACT.	INFO.		INITIALS	DATE
		WITUCKI, G.		
		CHAVEZ, D.		
		FILE		

REMARKS

L54-MW

NOV 10 1969

Memorandum

To: Regional Director, Southwest Region

From: Assistant Director, Park Management

Subject: Right-of-way for water line, White Sands

Previous correspondence indicates that a right-of-way permit for a National Park Service water line to cross a State Highway lapsed several years ago and had not been renewed. Negotiations to renew the permit are or shortly will be underway.

Your attention is called to the enclosed copy of Solicitor's Opinion M. 33127, dated August 9, 1943, which holds that the Act of August 30, 1890 (26 Stat. 391, 43 U.S.C. sec. 945), reserved rights-of-way for the carriage of water for domestic purposes to National Parks and Monuments. If this act is applicable at White Sands a right-of-way permit from the State would be unnecessary. Please have the Field Solicitor check into this further and advise you on any future action.

(Sgd) R. B. MOORE

Enclosure

cc:
SSC-MW, Supervisory Hydrologist Witucki

11-04-1969: memorandum to chief, dcssc from assistant regional director regarding right of way for water line

W

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

IN REPLY REFER TO:

Southwest Region
P.O. Box 728
Santa Fe, New Mexico 87501

D5039-OM

L50 NSC LWW
WHSA WRA 1

NOV 4 1969

RECEIVED
WATER
NOV 6 1969

ACT.	INFO.		INITIALS	DATE
		WITUCKI, G.		
		CHAVEZ, D.	DC	
		FILE		

REMARKS

Memorandum

To: Chief, DCSSC
Attention: Supervisory Hydrologist, Division of Water Resources

From: Assistant Regional Director, Operations

Subject: Right-of-way for water line relocation, White Sands

Enclosed is a copy of the new permit for the right-of-way for the water line which connects Holloman Airforce Base to White Sands National Monument, including the relocation portion.

This Permit No. 2-6141 replaces Permit No. 42.

James M Eden

Enclosure

10-27-1969: letter to nps from state highway engineer regarding utility permit 2-6141

5

NEW MEXICO
STATE HIGHWAY DEPARTMENT

COMMISSION
REGINALDO ESPINOZA, CHAIRMAN, SANTA FE
K. L. TOWLE, VICE CHAIRMAN, HOBBS
H. O. BURSUM, JR., SECRETARY, SOCORRO
ROBERTO L. ARMIJO, MEMBER, LAS VEGAS
ALFRED SCHWARTZMAN, MEMBER, ALBUQUERQUE

L. G. BOLES
STATE HIGHWAY ENGINEER

P. O. BOX 1149
SANTA FE, NEW MEXICO
87501

October 27, 1969

U.S. of America, Dept. of Interior
National Park Service
P. O. Box 728
Santa Fe, New Mexico 87501

Re: Utility Permit 2-6141
3" domestic metal water supply line

Dear Sir:

Attached is an approved copy of your Application for Permit to Install Utility Facilities Within the Public Right of Way.

Please notify the Utility Engineer in writing upon completion of the installation.

Very truly yours,

L. G. BOLES
State Highway Engineer

By: John F. O'Connor
Utility Engineer

FSF./aa
Attachment

Asst. Reg. Dir.

00-00-0000: application for permit to install utility facilities within public right of way

FORM NO. M-202
Rev. 8/22/68

APPLICATION FOR PERMIT TO INSTALL UTILITY FACILITIES WITHIN PUBLIC RIGHT OF WAY

2 6141

TO: NEW MEXICO STATE HIGHWAY DEPARTMENT
P. O. BOX 1149
SANTA FE, NEW MEXICO 87501

Permit No. _____
☐ New Installation
☒ Renewal Permit
☒ Relocation (portion)
☐ Remain in Place

1. Pursuant to New Mexico Statutes Annotated, 1953 Compilation, Sections 55-7-19 and 55-2-7, the undersigned United States of America, Department of the Interior, National Park Service
Address: P. O. Box 728, Santa Fe, New Mexico 87501
herein makes application to use highway rights of way to install:
Size and Type of Facility 3-inch domestic metal water supply line
in the following location: N. M. Project No. _____, S. R. No. U.S. 70,
Hwy. Station 2738+77 to Hwy. Station 3069+67, Otero
County, Section 23,24,27,28,31,32,33 Township 17S, Range 8E

2. For the purpose of this application "within" shall be construed as meaning "on, over, under, across or along."

a. "Engineer" shall be construed as meaning the State Highway Engineer of the New Mexico State Highway Department or his representative.

b. "Applicant" shall be construed as meaning the individual, firm, corporation, association, governmental subdivision, or other organization making application, or the successors of any of the above.

c. "Facility" shall be construed as meaning, but not limited to, any publicly, privately, cooperatively, municipally or governmentally owned facility used for carriage, distribution or transmission of water, gas or electricity, oil and products derived therefrom, sewage, steam or other products carried by means of pipelines, conduits, wires, culverts, ditches, conveyors or other methods.

d. If application is for a parallel installation, justification as to why private right may not be utilized must be furnished.

Applicant proposes to relocate, install or leave facility approx. 5* feet within the south right of way line. The proposed installation shall be:
Parallel, subsurface, buried metal pipe line
(Crossing or Parallel) (Subsurface or Overhead) (Boring, Jacking or Pavement Cut)

a. If Applicant requests installation by pavement cut, complete justification therefore shall be submitted by attachment.

b. Where application for pavement cut is justified, the application may be held in abeyance pending receipt of cash bond in an amount to be fixed by the Engineer.

4. There is attached hereto a diagrammatic dimensioned drawing showing the location of existing and/or proposed installation referenced to roadway and right of way, right of way lines, any access control lines, distance of proposed installation above or below grade, highway stationing, identification of materials to be used and any other pertinent data. If application is for parallel installation, nature of adjacent land use shall be shown. Proposed installations on or in bridges or other structures, or for the installation of any structures, will require detailed structural drawings.

5. Applicant desires this permit to be in affect for 25 years. Permit will not be issued for a period longer than 25 years, must be renewed upon expiration and the burden of timely renewal is on the Applicant. The Applicant shall formally notify the Engineer of actual commencement and completion of construction of the installation. The Applicant shall also formally notify the Engineer of removal or abandonment of the facility, or relinquishment of the permit.

6. The signing of the application by the Engineer and returning it to the Applicant shall validate this application as a permit. The granting of this permit shall not be construed as granting any easement or property right.

7. To comply with the Bureau of Public Roads PPM 30-4, servicing of facilities will not be permitted within the access control lines on any controlled access project. Should an emergency occur, the Applicant shall notify the Engineer and shall provide such flagmen, flashers, warning or other safety devices as required by the Engineer. All routine maintenance shall be performed from outside any access control lines.

8. The relocation or installation of facilities within public right of way shall be in strict conformance with all provisions of this application, drawing and the Instructions for Utility Permits, as they may be modified by the Engineer, and no departure therefrom may be made without the written consent of the Engineer. All facilities shall be so placed that they will not interfere with nor endanger any roadway features nor other existing facilities. All construction of facilities shall be subject to the inspection and approval of the Engineer. All such work shall be performed so that danger, inconvenience and delay to the traveling public will be held to a minimum. Protection and handling of traffic during the installation are the responsibility of the Applicant and must be approved by the Engineer.

9. The Applicant will, except as otherwise ordered by the Engineer, restore the public right of way, and all bridges or other structures thereon or adjacent thereto which have been altered or affected by facility installation performed hereunder, in accordance with sound construction practices and the Engineer's specifications, and shall cause the work to be done in a workmanlike manner. If any damage is caused to the highway right of way or to any bridge, structure or improvement thereon or adjacent thereto by reason of the installation, maintenance, alteration or removal of such facilities or other appurtenances, the Applicant will reimburse the Engineer the full amount thereof promptly upon demand by the Engineer; provided, however, that the obligation imposed under this paragraph shall not apply in the event the damage resulted from causes beyond the control of the Applicant. All such facilities located within the right of way shall at all times be kept in such repair so as not to damage the highway, inconvenience or endanger the traveling public and shall be kept free from advertisements, posters and the like.

*except as shown on the attached sketch.

10. The Applicant will at all times indemnify and save harmless the Engineer from any and all claims of every kind or character caused by or incident to the installation, alteration, removal or condition of these facilities in the right of way and will promptly reimburse the Engineer for any and all expenses incurred by the Engineer in resisting any such claim or claims. Nothing herein shall be construed to mean that the Applicant hereunder will indemnify and save harmless the Engineer from any claim caused by or incident to any neglect, carelessness or breach of duty on the part of the Engineer.

11. Should the Applicant at any time fail to promptly and fully perform any of the obligations imposed hereby, and after thirty (30) days written notice thereof, the Engineer may, at his option (a) cause the obligations to be fully carried out and performed, and the Applicant will promptly reimburse the Engineer for all costs and expenses incident thereto, (b) may summarily order the removal of such facility and if the Applicant fails to comply within a reasonable time, the Engineer may direct the removal of the facility with all costs and expenses thereto to be borne by Applicant.

12. If by reason of any change in the location, construction, grade or by any other matter affecting the highway upon which any facility is located because of changing traffic conditions or otherwise, it shall become advisable in the opinion of the Engineer that said facility be removed, relocated or otherwise modified, the Applicant, upon written notice from the Engineer, shall remove, relocate or modify such facility without undue delay in such manner as the Engineer may direct or approve, at the Applicant's expense and at no cost to the Engineer, unless at the time of such removal, relocation or modification, the State law authorizes payment or reimbursement for such removal, relocation or modification. All facilities located on public right of way under the dual jurisdiction of the State and a subordinate governmental entity shall comply with all applicable rules and regulations of such entity properly and lawfully in force and including but not limited to provisions of local franchises not in conflict with the rules and regulations of the Engineer. The Engineer makes no warranty either express or implied as to the continued existence of any highway in any particular location and expressly assumes no obligation with regard to the facility upon change, vacation or abandonment of any highway or portions thereof.

13. Neither the making of this application nor anything herein contained shall constitute a waiver on the part of the Applicant of any rights or claims had or made by some with respect to the occupancy of the streets and highways under the Constitution and Laws of the State of New Mexico, nor shall anything herein contained in anywise prejudice or impair any rights or claims existing independent of this application with respect to the construction, operation and maintenance of the Applicant's facilities in the State of New Mexico.

14. Each copy of the application must be signed by the Applicant as an individual owner or by any official designated to execute such documents.

This application is hereby granted subject to all provisions herein and to the following special provisions, changes or amendments:

This application renews Permit No. SHD42, with the exception of the revised alignment shown on the attached sketch.

Applicant United States of America, Department of the Interior, National Park Service

By Ronald E. Cotten, P.E.

Title Acting Regional Chief, Division of Maintenance

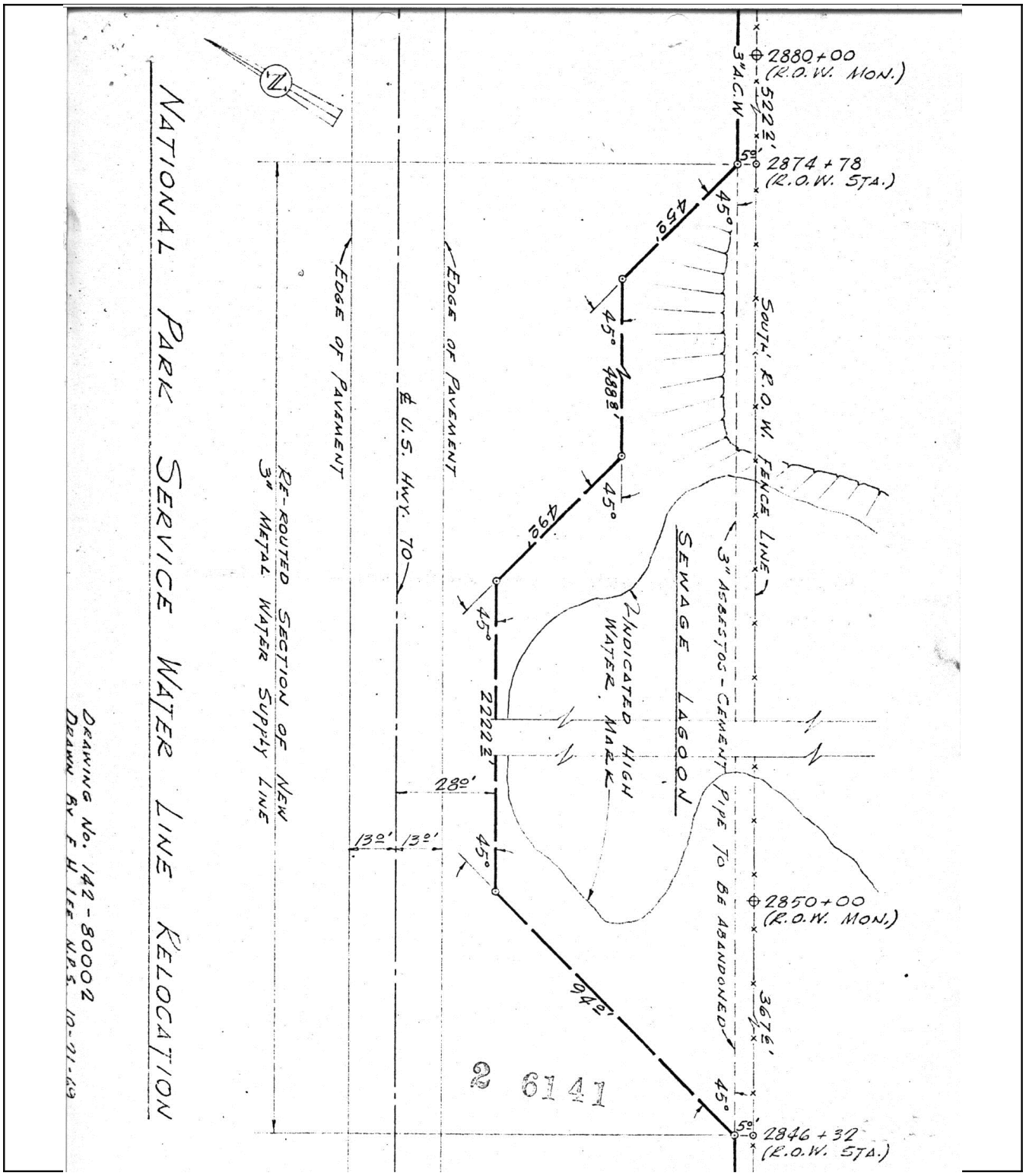
Approval of this permit is hereby given this 24th day of Oct, 1969.

NEW MEXICO STATE HIGHWAY DEPARTMENT

By

UTILITY ENGINEER

10-21-1969: map of the nation park service water line relocation



07-05-1966: memorandum to chief, office of land and water rights from chief, branch of water resources regarding special use per

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON, D.C. 20240

IN REPLY REFER TO:
L54-SLW

July 5, 1966

NATIONAL PARK SERVICE 1916 1966 50TH ANNIVERSARY

RECEIVED
San Francisco Planning Service Center
Office of Land and Water Rights
NATIONAL PARK SERVICE
JUL 11 1966

ACT.	INFO.		INITIALS	DATE
		CHIEF		
		ASS'T. CHIEF		
		SUPV. APPR.		
✓		SUPV. Hyd. Eng.		

Memorandum

To: Chief, Office of Land and Water Rights, SSC
Attention: Mr. Manuel Morris

From: Chief, Branch of Water Resources

Subject: Special use permit 3:142:1681 Lawson Tract, White Sands

Enclosed, for insertion in Water Right Docket 1, White Sands are copies of the pertinent pages of the above-mentioned permit which has been issued to the U. S. Air Force. Pages 2, 3, and 4 have not been reproduced because they are standard conditions. However, condition 8 water rights on page 2 was crossed out, presumably because the permit refers to the existing valid water rights of the National Park Service.

By copy of this letter, we are requesting the Superintendent to keep your Office informed of any significant water developments by the U. S. Air Force under the terms of this permit.

F/U

E. W. Reed

Enclosure

cc:
Superintendent, White Sands, w/c enc.
Regional Director, Southwest, w/c enc.

06-08-1966: letter to superintendent from chief, real estate division regarding special use permit 3:142:1681

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1580
ALBUQUERQUE, NEW MEXICO 87103

IN REPLY REFER TO
SWARE Water Exploration
White Sands National Monument, Holloman AFB

8 June 1966

Mr. Donald A. Dayton
Superintendent, White Sands National Monument
Alamogordo, New Mexico

Dear Mr. Dayton:

Attached is your Special Use Permit 3:142:1681 which was forwarded to this office by the Commander, Holloman Air Force Base. The permit would grant the Department of the Air Force the right to undertake the development of water on the Lawson Tract (Dog Canyon) in the White Sands National Monument. The permit has been signed in behalf of the Corps of Engineers, U. S. Army, as the acquisition agency for the Department of the Air Force. Upon your execution, it is requested that the Permittee's copy be sent to this office. Copies will be made here for distribution to the Military Departments and offices concerned.

Your assistance is appreciated.

Sincerely yours,

H. K. SHADEL
Chief, Real Estate Division

1 Incl (quint)
Special Use Permit

RECEIVED
JUN 9 '66
WHITE SANDS
NAT. MON.

E

Southwest Region
Santa Fe, New Mexico 87501

L30

MAY 5 1966

Memorandum

To: Superintendent, White Sands

From: Assistant Regional Director

Subject: Special Use Permit 3:142:1681, Holloman Air Force Base

We have reviewed your April 22 submission of the subject permit to which we have assigned the number shown above.

We suggest that the period of the permit be made for 20 years from date of issue. This will necessitate approval in this Office which we will be glad to give.

You will need also to attach the nondiscrimination sheet to be made a part of the permit.

As an additional condition, we suggest provision for minimum disturbance of the surface. We believe also it would be well to determine from Mr. Land if their operations will require any fencing that would materially interfere with the Fairchild grazing permit. We doubt that they would need to do more than fence a drilling site or pump house but it would be well to know in order that the question could be resolved prior to issuance of the permit.

We note that in describing the land to be used you refer to it as the Lawton tract. Our records indicate this to be the Lawson tract. Also, under the legal description for section 21 you note the S1/2 NW 1/2. Inasmuch as there is no such thing as a NW 1/2 this, according to our records, should read as the S½NW¼.

(SIGNED)

George W. Miller

TJWilliams:hhe
05/04/66

L30 White
USAF

04-22-1966: memorandum to regional director from superintendent regarding special use permit for dog canyon tract water rights

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WHITE SANDS NATIONAL MONUMENT
P. O. BOX 458
ALAMOGORDO, NEW MEXICO 88310

NATIONAL PARK SERVICE 1916 1966 50TH ANNIVERSARY

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
APR 26 1966

	Surname	Date
Regional Director		
Operations		
Administration		
Comp. Activities		
Development		
Resource Study		
KRMHUP		
H Faulds		
Files		

IN REPLY REFER TO:
L54

APRIL 22, 1966

MEMORANDUM

TO: REGIONAL DIRECTOR

FROM: SUPERINTENDENT, WHITE SANDS

SUBJECT: SPECIAL USE PERMIT FOR DOG CANYON TRACT WATER RIGHTS

AS A RESULT OF ASSISTANT DIRECTOR BAKER'S MEMORANDUM OF MARCH 21, TO HOLLOMAN AIR FORCE BASE REGARDING USE OF OUR DOG CANYON WATER RIGHTS, MR. LAND, DEPUTY OF CIVIL ENGINEERING OF THE BASE HAS DISCUSSED THE MATTER WITH ME.

HOLLOMAN AIR FORCE BASE WOULD LIKE A SPECIAL USE PERMIT FOR THE DEVELOPMENT AND USE OF OUR VALID WATER RIGHTS AT DOG CANYON. THIS IS IN LINE WITH THEIR PROGRAM OF DEVELOPING CURRENT AND FUTURE WATER RESOURCES ALL ALONG THE SACRAMENTO MOUNTAIN FRONT.

ACCORDINGLY, I AM SUBMITTING A DRAFT OF A SPECIAL USE PERMIT FOR YOUR REVIEW AND ASSIGNMENT OF A NUMBER. ALTHOUGH A GRAZING PERMIT IS CURRENTLY OUT ON THE TRACT OF LAND, WE DO NOT BELIEVE THAT THE TWO PERMITS WILL CONFLICT. WE WOULD APPRECIATE ANY NEEDED ADDITIONS OR CHANGES TO THE SPECIAL USE PERMIT BEFORE WE PREPARE IT IN FINAL FORM.

INCIDENTLY, THE FORMAL AGREEMENT ON OUR INCREASE IN WATER ALLOTMENT TO 1 1/2 MILLION GALLONS FROM HOLLOMAN AIR FORCE BASE SHOULD BE SIGNED SHORTLY BY THEIR PERSONNEL.

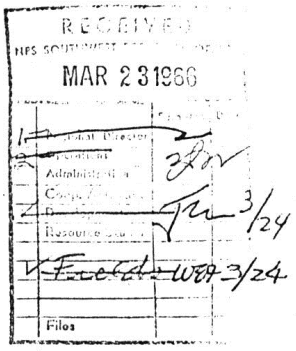
Donald A. Dayton
DONALD A. DAYTON

Copy (x) A~~fons~~ 7019 whsa
Copy (x) L54 whsa

L30 whsa
U.S.A.F.

L54-CNP

MAR 21 1966



Mr. Ray V. Land
Acting Deputy for Civil Engineering
Air Force Missile Development Center
United States Air Force
Holloman Air Force Base, New Mexico 88330

Dear Mr. Land:

We have now had an opportunity to review the Master Plan proposals for White Sands National Monument and their possible effect on the overall development and administration of the monument.

We are in the process of initial planning with the State Highway Department in an attempt to realign U. S. Highway 70 as it passes the entrance to the monument. This planning will include an interchange which will allow entrance into the monument and the Carton Lake property at the same point. Because of the planning problem and the existence of the monument's water storage tank and sewage lagoon with related facilities being located on land south of Highway 70, we do not plan at this time to dispose of the property. However, we have determined that the Dog Canyon tract, consisting of 440 acres in T. 18 S., R. 10 E., is surplus to our needs. Since the tract was added to the White Sands National Monument by statute, it would require an act of Congress to delete it from the monument, and such action would take some time to accomplish. If the Air Force requires use of the Dog Canyon tract for water supply purposes, this might be accomplished by special-use permit.

May we suggest you discuss this proposal with Superintendent Donald Dayton who will be pleased to meet with you and explain how such a permit might operate to our mutual advantage.

Sincerely yours,

(sgd) Howard R. Baker

Assistant Director

cc:
Regional Director, Southwest
~~Superintendent,~~ White Sands

HEADQUARTERS
AIR FORCE MISSILE DEVELOPMENT CENTER
AIR FORCE SYSTEMS COMMAND
UNITED STATES AIR FORCE
Holloman Air Force Base, New Mexico 88330

REPLY TO ATTN OF: MDE

SUBJECT: Land for Development of Water Supply for Holloman AFB and White Sands National Monument

12 JUL 5

TO: Mr. George Hartzog, Jr.
Director, National Park Service
Washington D. C. 20333

Dear Mr. Hartzog

1. Reference our telephone discussion on 29 Jun 65 concerning release of a portion of White Sands National Monument acreage, lying south of Highway 70, encompassing the Carton Well. There has been a considerable amount of interest generated by the municipal officials of Alamogordo, and the State Planning Commission for development of a recreational area in this vicinity. If the Park Service has no plans for development, and would consider declaring a portion as excess to their needs, we would like to acquire same, and trade with the State of New Mexico for a 600 acre tract we need badly for water development. An arrangement of this type would not only help the Air Force, but also the White Sands National Monument. We are presently furnishing the Monument 300,000 gallons of water per month and have agreed to increase that amount to 1.5 millions if required. The acquisition of the 600 acres adjacent to our present well field will insure adequate water for both the Air Force and the Park Service for many years.

2. As a matter of information, we have a contract with the United States Geological Survey and Doctor Theodosis, Geologist, to assist us in establishing a comprehensive long range water resources development for this area. On the attached map we have identified the Monument tract as "A", the 600 acres of State Land as "B", our well fields as "C", and Tract "D" which was acquired as a potential water source for the Monument years ago.

3. We appreciate your interest in this matter and hope something can be worked out that will be satisfactory to all parties concerned.

Sincerely

RAY V. LAND
Acting Deputy for Civil Engineering

1 Atch
Map (dup)

Form 10-114
(Rev. Dec. 1956)

UNITED STATES DEPARTMENT OF THE I[illegible]R
NATIONAL PARK SERVICE

This permit consists of 5 pages

PERMIT NO. 3:142:1681 | EXPIRES 1986
PREVIOUS PERMIT NO.

SPECIAL USE PERMIT

WHITE SANDS NATIONAL MONUMENT
(Area)

US AIR FORCE (AFMDC), of HOLLOMAN AFB, NEW MEXICO is hereby authorized during the period from JULY 1, 1966, to JUNE 30, 1986, to use the following-described land in the above-named area:

LAWSON TRACT (DOG CANYON)
TOWNSHIP 18S; RANGE 10E N.M.P.M.
SECTION 21 - S½ NW1/4, W½ SE1/4, SW1/4
SECTION 28 - N½ NW1/4, NW1/4 NE1/4
AND A SPRING LOCATED IN SECTION 16 - NE1/4 NE1/4

for the purpose of DEVELOPMENT AND UTILIZATION OF ANY EXISTING VALID WATER RIGHTS OF THE NATIONAL PARK SERVICE ON THE SUBJECT LOCATIONS.

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 NONE Dollars ($), in advance (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 Alamogordo, New Mexico (City), this 9th day of June 19 66

Donald A. Dayton
DONALD A. DAYTON Superintendent.

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 [illegible]	NAME Henry K. Haudel
ADDRESS Albuquerque, N.M.	ADDRESS HENRY K. HAUDEL, Chief, Real Estate Division, Office of the District Engineer, C. of E., Albuquerque, New Mexico
NAME Herbert A. Holt	NAME
ADDRESS Albuquerque, N.M.	ADDRESS

† APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE
[illegible]	Regional Director	June 16, 1966

*Sign name or names as written in body of permit; for copartnership, permittees should sign as "members of firm"; for corporation, 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 Superintendent's files) Regional Office Files

Atch 1

CONDITIONS OF THIS PERMIT

1. **Regulations.**—The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with the regulations of the Secretary of the Interior, or other authorized officer of the Government, governing the area.

2. **Definition.**—The term "Director, National Park Service" as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.

3. **Rights of the Director.**—Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the permittee for the purpose intended under this permit.

4. **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 to observe the following nondiscrimination provisions in connection with the use to which the lands covered by this permit may be devoted:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. (Executive Order 10557; September 3, 1954.)

5. **Damages.**—The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

6. **Construction.**—No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

7. **Removal of structures and improvements.**—Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

8. **Water Rights.**—The United States reserves the rights to perfect title to all rights for water which may be developed or used in connection with this permit and shall furnish water to the permittee, when available, at reasonable rates to be approved by the Director, National Park Service. Should such water service be unavailable or inadequate, the permittee may, with prior approval of the Director, provide the same at his own expense, subject to such special requirements as may be prescribed.

9. **Disposal of refuse.**—The permittee shall dispose of brush and other refuse as required by the Superintendent.

10. **Timber cutting.**—No timber may be cut or destroyed without first obtaining a permit therefor from the Director, National Park Service.

11. **Fire prevention and suppression.**—The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires in the vicinity of any tract which may be used hereunder.

12. **Soil erosion.**—The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

13. **Benefit.**—Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: *Provided however,* That nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

14. **Assignment.**—This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.

15. **Revocation.**—This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.

U. S. GOVERNMENT PRINTING OFFICE: 1956 16—35968-5

CONTINUATION OF CONDITIONS OF THIS PERMIT

Replaces Printed Condition No. 4

Form 10-114

The following provisions cancel and supersede Condition 4, Nondiscrimination. In accordance with Executive Order No. 10925 of March 6, 1961, as amended, and Executive Order No. 11114 of June 22, 1963, 28 F. R. 6486 and 6487, (Section 301) Condition No. 4 now reads:

Nondiscrimination. If the use of the land covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees to observe the following nondiscrimination provisions in connection with the use to which the lands are covered by this permit may be devoted:

(1) The permittee will not discriminate against any employee or applicant for employment because of race, creed, color, 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, 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 contracting officer 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 agency contracting officer, advising the said labor union or workers' representative of the permittee's commitments under this section, 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. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The permittee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee 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 contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the permittee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, 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 President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, 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 contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliances: 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 contracting agency, the permittee may request the United States to enter into such litigation to protect the interests of the United States.

Permit No: 3:142:1681

Area: WHITE SANDS NATIONAL MONUMENT

Permittee: US AIR FORCE

64-434

Rev. 10/11/63

Form 10-114a
(Dec. 1956)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA	PERMIT NO.	PAGE NO.
WHITE SANDS NATIONAL MONUMENT	3:142:1681	5

16. THIS PERMIT APPLIES ONLY TO UTILIZATION OF THE AVAILABLE WATER RIGHTS ON THE DESCRIBED LOCATION AND SHALL NOT INTERFERE WITH THE USE OF THE LAND FOR GRAZING OR OTHER PURPOSE.

17. THE PERMITTEE SHALL BE ALLOWED TO ERECT NECESSARY FENCING AROUND THE IMMEDIATE VICINITY ONLY OF ANY DRILLING SITES OR PUMP HOUSES THAT HE MAY ERECT.

18. THE PERMITTEE SHALL KEEP THE DISTURBANCE OF THE LAND SURFACE OF THE AREA TO A MINIMUM, PERFORMING ONLY THE DEVELOPMENT NECESSARY FOR THE UTILIZATION OF THE WATER RIGHTS.

19. THIS PERMIT MAY BE TERMINATED IF AT ANY TIME THE TITLE TO THIS LAND IS DIVESTED FROM THE NATIONAL PARK SERVICE.

U. S. GOVERNMENT PRINTING OFFICE 16—73101-1

06-09-1966: draft special use permit - 3:142:1681

Form 10-114
(Rev. Oct. 1968)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit consists of 5 pages

PERMIT NO.	EXPIRES
3:142:1681	
PREVIOUS PERMIT NO.	

DRAFT

SPECIAL USE PERMIT

WHITE SANDS NATIONAL MONUMENT
(Area)

HOLLOMAN AIR FORCE BASE of U.S. AIR FORCE DEPARTMENT OF DEFENCE is hereby authorized

during the period from , 1968, to JUNE 30, 1972,

to use the following-described land in the above-named area:

LAWTON TRACT: (DOG CANYON)

T. 18S., R. 10E. NMPM

SECTION 21 - S1/2 NW 1/4, W 1/2 SE 1/4, SW 1/4

SECTION 28 - N 1/2 NW 1/4, NW 1/4 NE 1/4

SPRING LOCATION (DOG CANYON)

SECTION 16, NE 1/4 NE 1/4

for the purpose of DEVELOPING AND USING THE EXISTING VALID NATIONAL PARK SERVICE WATER RIGHTS ON SAID PROPERTY (REF: WATER RIGHT DEED #8, APPLICATION 386, PERMIT 1193; APPLICATION 1902); AND FEDERAL WITHDRAWAL #2399, Nov. 16, 1940)

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 Dollars ($), in advance (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 (City) this day of 19

Superintendent.

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	NAME
ADDRESS	ADDRESS
NAME	NAME
ADDRESS	ADDRESS

APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE

*Sign name or names as written in body of permit; for copartnership, permittees should sign as "members of firm"; for corporation, 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.

Distribution: Fee Permit: Field Finance Office. No Fee Permit: To Superintendent's File.

Form 10-114a
(Dec. 1956)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT CONTINUATION SHEET

AREA	PERMIT NO.	PAGE NO.
WHITE SANDS NATIONAL MONUMENT		

16. USE OF THIS PERMIT IS SOLELY FOR THE DEVELOPMENT AND UTILIZATION OF WATER RIGHTS OF THE DOG CANYON TRACT. IT SHALL NOT VOID OR INTERFERE WITH THE EXISTING SPECIAL USE PERMIT #14-10-0333-1604 ISSUED TO MR. TOM FAIRCHILD FOR GRAZING PRIVILEGES ON THE SAID PROPERTY.

17. ASSIGNMENT: THIS PERMIT MAY NOT BE ASSIGNED OR TRANSFERRED WITHOUT THE CONSENT OF THE DIRECTOR, NATIONAL PARK SERVICE IN WRITING.

18. REVOCATION: THIS PERMIT MAY BE TERMINATED UPON BREACH OF ANY OF THE CONDITIONS HEREIN OR AT THE DISCRETION OF THE DIRECTOR, NATIONAL PARK SERVICE, OR AT SUCH TIME THAT TITLE TO THIS LAND IS DIVESTED FROM THE NATIONAL PARK SERVICE.

PERMIT NO.: _____

AREA: WHITE SANDS NATIONAL MONUMENT

PERMITTEE: UNITED STATES AIR FORCE

U. S. GOVERNMENT PRINTING OFFICE 16—73101-1

01-18-1952: letter to regional director, nps from sate highway engineer regarding permit to install a 3 inch pipeline along the right

NEW MEXICO
STATE HIGHWAY DEPARTMENT

STATE HIGHWAY COMMISSION
RALPH JONES, PRESIDENT, ALBUQUERQUE, N. M.
TITO VALDEZ, SECRETARY, TIERRA AMARILLA, N. M.
G. D. HATFIELD, MEMBER, DEMING, N. M.
T. J. HEIMANN, MEMBER, MOSQUERO, N. M.
THOMAS T. MANN, MEMBER, ROSWELL, N. M.

SANTA FE

STATE HIGHWAY ENGINEER
B. G. DWYRE
ADDRESS ALL COMMUNICATIONS
TO STATE HIGHWAY ENGINEER

E-2
(Pipe Line Permits)
(Water or Sewer)

Office Copy 2/14 File



January 18, 1952

White Sands 6/2

U. S. Dept. of Interior
National Park Service
Region Three
Santa Fe, New Mexico

Attention: M. R. Tillotson, Regional Director.

Gentlemen:

We are enclosing herewith one copy, approved by this department, of your petition for a permit to install a 3-inch pipe line, as follows: (Otero County)

Within the right-of-way boundary of U. S. Highway 70, between Holloman Air Force Base and White Sands National Monument, west of Alamogordo, New Mexico.
- Permit SHD #42

A copy of this permit is being mailed to Mr. I. B. Miller, District Engineer, State Highway Department, P. O. Box 785, Roswell, New Mexico.

When this installation has been completed, please notify Mr. Miller.

Very truly yours,

B. G. DWYRE
State Highway Engineer

By: C. W. Carson

C. W. Carson
Asst. Maintenance Engineer

CWC/jp
Enc. 1

cc: I. B. Miller, District Engineer

Charles Staab, Assistant Auditor

1

01-03-1952: petition for permit to lay water or sewer pipelines on public highways

Form 2112—10-48

42

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

TO THE STATE HIGHWAY COMMISSION
OF THE STATE OF NEW MEXICO.

The undersigned applicant respectfully shows:

1. That the name and address of this applicant is National Park Service, Santa Fe, New Mexico 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.

United States of America

White Sands National Monument, Alamogordo, New Mexico

2. That this applicant desires a permit to locate, install and maintain a three- inch pipe line for the transportation of water ~~or sewage~~ for a period of ten (Not over ten) years, along (Along or Under) the following public highway

U.S. Highway 70, Otero County, New Mexico in the above named county, between the following points thereon, to-wit: From a connection with the 10" water main north of the highway at right angles to the highway centerline, Station 3069 & 67, a 1½" steel pipe is to be jacked under the highway and connected to a 3" asbestos cement pipeline, 95 feet southerly of and parallel to the centerline of U.S. Highway 70, between Station 3069 & 67 and Station 2738 & 77; and a crossing of the highway at Station 2703 & 60, bearing North 81 38' west, for a 6" pipeline, as shown on the attached map.

3. That said pipe lines when completed will begin at Holloman Air Force Base in the State of New Mexico and will end at White Sands National Monument in the State of New Mexico, and will be used for the purpose of providing a water supply for domestic and public use.

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

5. That, except as otherwise ordered by the State Highway Engineer or his representative the said first party will, in connection with its construction work and with all repair or maintenance work upon said pipe line promptly restore the surface thereof to as good a condition as existed prior to the commencement of such work.

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 State Highway Engineer, will remove said pipe line or change its location in such manner as the State 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 State 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 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 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 third day of January, 19 52.

ATTEST:

Its

National Park Service
(Name of Applicant)

By M. R. Tillotson

Its Regional Director, Region Three

2

COUNTY OF SANTA FE
STATE OF NEW MEXICO } ss.

On this 3rd day of January, 1952, before me appeared M. R. Tillotson to me personally known who, being by me duly sworn did say that he is the Regional Director, Region Three, of the National Park Service and that the seal affixed to said instrument is the corporate seal of said ~~creporation~~ corporation, and that said instrument was signed and sealed in behalf of said ~~corporation by authority of its board of directors~~ National Park Service and the said M. R. Tillotson 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.

Henry Alarid, Jr. - Notary Public

My Commission Expires January 10, 1954

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 adopted:

"Whereas this corporation is desirous of obtaining the approval of the State Highway Engineer of the State 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 authorized to execute on behalf of this corporation any and all agreements which may be required by the rules of the State Highway Commission of the State 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.....

(Affix corporation seal here)

Secretary

Approval of this permit is hereby given this 18 day of Jan., 19 52

NEW MEXICO STATE HIGHWAY COMMISSION

By B. G. DWYRE
State Highway Engineer

By C. W. Carson
Asst. Maintenance Engineer

3

08-22-1951: letter to regional director from commanding col. usafb regarding halloman afb water supply

C
O
P
Y

HEADQUARTERS
6540th MISSILE TEST WING
HOLLOMAN AIR FORCE BASE, NEW MEXICO

WHB/msv

EHG 671.1

22 August 1951

Mr. M. R. Tillotson
Regional Director, Region Three
National Park Service
Santa Fe, New Mexico

Dear Mr. Tillotson:

In regard to your letter of 15 August 1951, I regret that I will be unable to give you any firm statement in regard to the ten-inch water supply line presently serving the base, since any commitments regarding the permanency of the base would be beyond my authority, and would probably have to be made by the Department of the Air Force in Washington, D. C.

To the best of my knowledge, there are no indications that the base will be abandoned within the foreseeable future. As long as there are personnel of any service stationed here, even on a caretaker basis, it will be necessary to have a water supply, and we have no present intention of changing our supply, other than to construct an additional line direct from Boles Wells to the base. I must again emphasize, however, that I am in no position to commit the Department of the Air Force in regard to permanent or long-term occupancy.

If you wish, I will be glad to pursue this matter through Air Force channels in an attempt to obtain a firm commitment in regard to permanency. I would suggest, however, since you state that it is the intent of the Secretary of the Interior to obtain such a commitment from the Secretary of the Air Force, that such an approach would be more expeditious and more satisfactory.

I am sorry that I cannot give you any firmer assurance in this matter, but I am sure that you will understand that I am simply not in the position to do so.

Sincerely,

(Sgd) William H. Baynes
WILLIAM H. BAYNES
Colonel, USAF
Commanding

1 Enclosure
Copy of Contract
W911-Eng-858

This stapled assembly of data on Town + AFB water supply is not in the enclosure of this docket.

04-27-1950: letter to town of alamogordo, nm from contracting officer regarding redesignation of finance officer

C
O
P
Y

Contra Assembly

CHANGE ORDER

CONTRACTING BRANCH
HOLLOMAN AIR FORCE BASE
NEW MEXICO

27 April 1950
Change Order No. 3
to Contract No. W911-
eng-858

SUBJECT: Redesignation of Finance Officer

TO: Town of Alamogordo
Alamogordo, New Mexico

1. The following change in the administration of Contract No. W911-eng-858 is ordered, and the contractor is hereby notified thereof:

a. The Finance Officer, Holloman Air Force Base, New Mexico is hereby designated as the Officer to make payments in connection with this contract, effective on and after 30 March 1950.

2. Except as hereby modified, all terms and conditions of this contract as heretofore modified or amended, shall remain unchanged and in full force and effect.

3. This Change Order is authorized by Public Law 413-80th Congress.

UNITED STATES OF AMERICA

/s/ Felix C. Gomez
FELIX C. GOMEZ

Contracting Officer
(TITLE)

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SUPPLEMENTAL AGREEMENT NO. 2
TO CONTRACT NO. W911-Eng-858

SUPPLEMENTAL AGREEMENT
CONTRACTING BRANCH
HOLLOMAN AIR FORCE BASE
NEW MEXICO

CONTRACTOR: TOWN OF ALAMOGORDO, Alamogordo, New Mexico

CONTRACT FOR: Water

THIS SUPPLEMENTAL AGREEMENT No. 2 to Contract No. W911-Eng-858 entered into this 1st day of May 1949, between the UNITED STATES OF AMERICA, (hereinafter called the Government) represented by the Contracting Officer executing this supplemental agreement, and the TOWN OF ALAMOGORDO, Alamogordo, New Mexico, (Hereinafter called the contractor).

WITNESSETH THAT:

WHEREAS, On the 30th day of March 1942, the parties hereto entered into Contract No. W911-Eng-858 for water service for the Alamogordo Bombing Range, Alamogordo, New Mexico. (New Holloman Air Force Base), and

WHEREAS, It is found advantageous and in the best interests of the United States to modify the said contract for the following reasons:

a. Experience demonstrated that the water facilities of the Town of Alamogordo, due to extreme variations in the availability of water from the original system, could not adequately supply the needs of the Government.

b. The Town of Alamogordo has expended approximately the sum of $500,000.00 to extend its facilities for the purpose of obtaining and additional water supply, which has necessitated an increase in the charges made by the said Town against the consumers of water from its water system.

c. As a result of the increase in the water facilities of the Town of Alamogordo, the Government is assured of a more reliable supply of water and an increased quantity.

d. As a further result of the increase in the said water facilities by the Town of Alamogordo, the needs of the Government can be anticipated with more certainty.

e. The rates to be charged the Government as set out in this Supplemental Agreement are not in excess of the lowest rate charged to any other consumer of the Town of Alamogordo water supply.

f. To meet its recurring obligations for the extension of its water facilities it is necessary that the Town of Alamogordo increase the charges for the water consumed by the Government.

THEREFORE, in order that the needs of the Town of Alamogordo may be met and interest of the Government properly safeguarded, the following modifications of the existing contract are hereby agreed to:

1. This modification No. 2 shall take effect and be in force as of 1 May 1949.

2. PARAGRAPH NO. 2 OF MODIFICATION NO. 1 - Paragraph No. 2 of Modification No. 1, modifying ARTICLE IX - DESCRIPTION OF WATER SERVICE DELIVERED, of the original contract, is further modified to read as follows: The contractor further agrees to furnish water to the Government at the rates of flow given in the following table:

Natural Flow Into Town Reservoir		Minimum Total 24 Hr. Delivery to Holloman Air Force Base
GPM	Total 24 Hr. Delivery	
1400	2,020,000	605,000
1300	1,875,000	560,000
1200	1,730,000	520,000
1100	1,592,000	475,000
1000	1,440,000	430,000
900	1,295,000	400,000

3. ARTICLE X. SERVICES TO BE RENDERED, of the original contract is amended by adding the following two paragraphs.

(3) The water furnished at any particular instant will not be inferior in quality to that furnished the Town of Alamogordo.

(4) A representative of Holloman Air Force Base (successor to Alamogordo Bombing Range) will be allowed access to any portion of the town water supply system at any time for the purpose of taking samples of water.

4. ARTICLE XXII. RATES - Is changed to read as follows:

First 700 cubic feet	$2.00
Next 2,000 cubic feet	$0.20 per 100 cubic feet
Next 8,000 cubic feet	$0.15 per 100 cubic feet
All over 8,000 cubic feet	$0.10 per 100 cubic feet

$20.00 per month minimum, connection charge

5. Except as hereby modified, either expressly or by necessary implication, all of the terms, covenants, and conditions of the Contract shall be and remain the same.

6. This Supplemental Agreement was negotiated under authority of Public Law 413-80th Congress, Section 2 c (10).

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Agreement No. 12 as of the day and year first above written.

THE UNITED STATES OF AMERICA

Witnesses:

/s/ Francis M. Whiteaker

/s/ Samuel F. Slaughter, Jr.

By /s/ Felix C. Gomez
FELIX C. GOMEZ
Contracting Officer

TOWN OF ALAMOGORDO
(Contractor)

Attest:

/s/ Virginia O. Oglesbee
Virginia O. Oglesbee

Its Town Clerk and Treasurer

By /s/ E. D. McKinley
E. D. McKinley

Its Mayor

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(SEAL)

Alamogordo, New Mexico
(ADDRESS)

14 July 1949
(Date)

I, Virginia O. Oglesbee certify that I am the Town Clerk & Treasurer of the corporation named as Contractor herein: that E. D. McKinley who signed this Supplemental Agreement on behalf of the Contractor was then Mayor of said corporation; that said Supplemental Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its governing body, and is within the scope of its corporate powers.

/s/ Virginia O. Oglesbee

(SEAL)

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Form No. 19
War Department
Engineers

Contract No. W911-Eng.-858
Modification No. I

SUPPLEMENTAL AGREEMENT

This supplemental agreement entered into this 25th day of February, 1943, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this agreement, and the Town of Alamogordo, Alamogordo, New Mexico hereinafter called the contractor, WITNESSETH THAT:

WHEREAS, On the 30th day of March, 1942, the parties hereto entered into Contract No. W911-Eng.-858 for Water Service for the Alamogordo Bombing Range, Alamogordo, New Mexico and

WHEREAS, It is found advantageous and in the best interests of the United States to modify the said contract for the following reasons:

Due to an increase in water demand occasioned by the increase in station personnel over that originally authorized, it is necessary to increase the quantity of water delivered to the Alamogordo Bombing Range, said bombing range being located approximately ten miles southwest of the Town of Alamogordo, New Mexico. To supply the increased demand and because capacity of the Town distribution system is insufficient to deliver the required rate of flow, it is necessary to abandon the original connection to the Town of Alamogordo's water supply system located at a point on the West Boundary of Canyon Road approximately ten (10) feet North of the South Boundary of First Street, Town of Alamogordo, State of New Mexico, as shown on Sheet No. 2, Appendix "A", and to provide a new point of delivery by making connection directly to the Town reservoir, as shown on Sheet No. 1, Appendix "B".

Incl. No. 2 - to 2nd Ind. fr. D.E., Albu., N.M. to Div. Engr., Sw. Div., Dallas, Tex., subject: "Suppl. Agree. No. 1, Contr. No. W911-Eng.-858, Water for Alamogordo Bombing Range," 3/12/43.

Now, THEREFORE, The said contract is hereby modified in the following particulars but in no others:

1. Delete drawing marked "Appendix "A", Bypass and Meter, Alamogordo, New Mexico" and drawing designated Map No. AO-NM-10/1. Add drawings Sheet No. 1 and Sheet No. 2, Appendix "A", and Sheet No. 1 and Sheet No. 2, Appendix "B", which added sheets by this reference thereto are made a part of this contract.

2. ARTICLE IX - DESCRIPTION OF WATER SERVICE DELIVERED. - The original article shall be deleted and the following substituted: "The contractor agrees that the water furnished shall be made available to the Government at a point of delivery situated on the north side of the east reservoir of the Town of Alamogordo, located in Section 33, Township 16 South, Range 10 East, designated as "Tank No. 1", as shown on Sheet No. 1, Appendix "B". The contractor further agrees to furnish water to the Government at the rates of flow given in the following table:

Natural Flow into Town Reservoir	Minimum 24 Hour Delivery to the Government
1,000 g.p.m. and greater	500,000 gal.
900 g.p.m. " "	420,000 gal.
800 g.p.m. " "	340,000 gal.
700 g.p.m. " "	260,000 gal.
600 g.p.m. and less	180,000 gal.

Delivery at flows intermediate to the above values shall be in proportionate amounts as indicated on Sheet No. 2, Appendix "B". Since the Government pipe line will be connected directly to the reservoir, the contractor will not be required to guarantee any specific delivery pressure, and for the purposes of this contract it shall be assumed that water will flow into the Government pipe line at the above rates under such head as may be available in the reservoir. The Government will remove the original pipe line from the original point of delivery and will construct the new pipe line, including the connection to the Town of Alamogordo reservoir. The new pipe line will be furnished, installed, owned, operated and maintained by the Government."

3. ARTICLE XII - DESCRIPTION OF METERS. - Paragraph 1 shall be deleted and the following substituted: "All water supplied by the contractor to the Government under the terms of this agreement shall be measured by means of one or more turbine-compound type water meters. Such meters shall be of suitable capacity to accurately record the flow of all water delivered to the Government; shall be accepted and approved by the National Board of Fire Underwriters; and shall be located at or near the intersection of the Government pipe line and Highway U.S. 54-70 south of the town of Alamogordo, as shown on Sheet No. 1 of Appendix "B". The meters shall be furnished, installed in accordance with details shown on Sheet No. 1, Appendix "A", owned, operated and maintained by the Contractor".

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day and year first above written.

Witnesses:

_____

THE UNITED STATES OF AMERICA

By /s/ L. Rosenberg
L. Rosenberg,
Colonel, Corps of Engineers,
District Engineer,
Contracting Officer.

Attest:

TOWN OF ALAMOGORDO
(Contractor)

/s/ Fay N. Holcomb
Fay N. Holcomb

Its Recorder

By /s/ E. D. McKinley
E. D. McKinley

Its Mayor

(SEAL)

Alamogordo, New Mexico
(Address)

February 25, 1943
(Date)

I, Fay N. Holcomb CERTIFY that I am the Town Clerk & Treasurer of the corporation named as Contractor herein; that E. D. McKinley who signed this Supplemental Agreement on behalf of the Contractor was then Mayor of said corporation; that said Supplemental Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)
(SEAL)

/s/ Fay N. Holcomb
Fay N. Holcomb

A TRUE COPY

/s/ David W. Persons,
David W. Persons,
Major, Corps of Engineers,
Engineering Chief.

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R E S O L U T I O N

BE IT RESOLVED That E. D. McKinley, Mayor of Town of Alamogordo be, and he hereby is, authorized and directed on behalf of Town of Alamogordo to execute and deliver to the United States of America that certain contract dated the 25th day of February, 1943, for the supplying by the Town of Alamogordo to the United States of America water services for use at the Alamogordo Bombing Range, which said contract is by reference incorporated herein and made a part of this Resolution.

It was duly moved and seconded that the foregoing Resolution be adopted; whereupon a vote was had with the following results: unanimously carried whereupon the Mayor declared the Resolution duly passed and adopted.

STATE OF NEW MEXICO)
) ss.
COUNTY OF OTERO)

I, Fay N. Holcomb, Town Clerk of The Town of Alamogordo, New Mexico hereby certify that the foregoing Resolution is a true and correct copy of the Resolution passed and adopted by the Board of Directors of said Company at a meeting of said Board held on the 25th day of February, 1943, with four members present, as the same appears on record in the Minutes of said Board of Trustees and that said Resolution was passed and duly adopted by a unanimous vote of said Board of Trustees.

WITNESS my hand and the seal of said Corporation this 25th day of February, 1943.

/s/ Fay N. Holcomb
Town Clerk

(SEAL)

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Water - 1-20-42 Contract No. W911-Eng.-858

WAR DEPARTMENT

NEGOTIATED WATER SERVICE CONTRACT

CONTRACTOR	:	Town of Alamogordo
CONTRACT FOR	:	Water Service
PLACE	:	Alamogordo Bombing Range
CONNECTION CHARGE	:	$780.00
ESTIMATED ANNUAL REFUND	:	$374.60

Connection charge to be paid by Engineer Department, Finance Officer, U. S. Army, Albuquerque, New Mexico, under Procurement Authority No. Eng-24231 P99 A 0905-23, the available balance of which is sufficient to cover the cost of same.

The other equipment, supplies and services to be obtained by this instrument are to be paid by the Finance Officer, Fort Bliss, Texas and are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of same, Eng.-9607 P99 A 0535 2.

This contract is authorized by the following laws: Public No. 703, 76th Congress, Approved July 2, 1940; Section 201 of the Act of December 18, 1941 (Public No. 354, 77th Congress) and regulation issued by the President pursuant thereto.

THIS CONTRACT, entered into this 30th day of March, 1942, by and between THE UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the Town of Alamogordo

a municipal corporation organized and existing under the laws of the State of New Mexico with principal office at Alamogordo, New Mexico, hereinafter called the Contractor:

WITNESSETH THAT,

WHEREAS, the Contractor is a public utility engaged in the business of supplying water service to private and public consumers in the State of New Mexico; and

WHEREAS, the Government and the Contractor are entering into this contract for the supplying by the Contractor to the Government of water service for the operation of a Bombing Range known as Alamogordo Bombing Range hereinafter called the project; and

WHEREAS, in order that the Contractor may supply water service in accordance with the terms of this contract and within the time specified, it is necessary for the Contractor to provide the facilities described and enumerated in Appendix "A" attached here-

to, and generally referred to hereinafter as Contractor's New Facilities; and

WHEREAS, due to the present uncertainty as to the amount of water service which Government will use, and as to the length of time the project will be operated, the Government is willing to compensate contractor in the form of a connection charge for the cost of the facilities required to furnish services;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, to be performed by the parties hereto respectively, it is agreed as follows:

ARTICLE I

FACILITIES TO BE PROVIDED

1. The Contractor shall proceed to acquire or construct all necessary equipment, materials and rights of way needed for Contractor's New Facilities, which are described more fully in Appendix "A" attached hereto and made a part hereof. It is estimated that such facilities will be completed in thirty (30) days from the date of approval of this contract. It is expressly understood however that the Contractor does not guarantee the correctness of this estimate but will use its best efforts to acquire or construct the facilities within the time specified.

~~2. The Government hereby grants to the Contractor a license~~ to enter upon and use a site or sites to be agreed upon between the parties hereto upon which the Contractor shall install, operate and maintain the Contractor's New Facilities ~~to be located~~ on Government property; and such license shall ~~continue~~ in effect until such time as the Government shall order the removal of Contractor's New Facilities located thereon; provided that after Contractor's New Facilities are ordered removed Contractor shall have ninety (90) days ~~within which to comply with the Government order, and if such facilities~~

are not removed within said ninety (90) day period, title thereto shall vest in the Government without further action brought, and no claim for damages against the Government or its officers or agents shall be created by or made on account thereof; and provided further that if the Government orders removal to another location on the project, for the convenience of the Government, then the Government shall pay the cost of such removal and relocation and shall likewise license Contractor to use such land as may be necessary for the relocation. The license hereby granted by the Government to the Contractor shall be free of any rental or other charges.

3. The names of the employees of the Contractor whose services Contractor proposes to retain in the construction, operation and maintenance of that portion of Contractor's New Facilities located within the boundaries of the project shall be submitted to the Commanding Officer, or his authorized representative, in advance of actual employment for such purposes, together with pertinent information within the knowledge of Contractor as to the character, background and international political sympathies or affiliations of such employees, and the Commanding Officer, or his representative shall reject or approve of the employment of such persons within the confines of the project as he may deem proper in the interests of the United States. Only those employees who have been approved as hereinbefore provided shall receive employment within the confines of the project and those so approved shall be designated as such by a method to be agreed upon by the Contractor and the Commanding Officer at the project.

ARTICLE II

PAYMENT FOR COST OF FACILITIES

1. In consideration of the investment to be made by the Contractor and the uncertain duration of the operation of the project, the Government agrees to pay the Contractor, as a connection charge, the estimated cost, less estimated salvage value of the facilities to be provided by the Contractor under this contract within thirty (30) days after receipt of satisfactory evidence of completion of the facilities. It is estimated that the facilities to be constructed under this contract will cost $ 980.00. The agreed net salvage value to be deducted is $ 200.00. The net connection charge to be paid by the Government shall be $ 780.00. The Government is to receive a refund of the amount so paid as hereinafter provided.

ARTICLE III

OWNERSHIP, OPERATION, MAINTENANCE, AND REMOVAL OF FACILITIES TO BE PROVIDED HEREUNDER

1. The facilities to be supplied by the Contractor as hereinbefore provided for, notwithstanding the reimbursement by the Government of the estimated cost thereof less net salvage value, shall be and remain sole property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated and maintained by the Contractor at its expense, and all taxes and other charges in connection therewith, together with all liability arising out of the construction, operation, or maintenance of said facilities shall be assumed by the Contractor.

2. Upon termination of the service provisions of this contract, Contractor may, of its own volition, remove any of its new facilities constructed under and by virtue of this contract, provided, however, that at any time within fifteen (15) months from the date of termination such facilities so removed will be reinstalled by Contractor without cost to the Government, upon receipt of sixty (60) days written notice from the Government, and provided a new service contract is executed between the parties hereto. This provision shall not give the Government the right to have such facilities reinstalled without cost to the Government in the event the Government "orders" removal as provided under Article 1, Section 2.

ARTICLE IV

REFUND AGREEMENT

1. In consideration of the fact that theContractor is to be reimbursed for the estimated cost of the facilities to be provided hereunder less the estimated net salvage value thereof, and the further consideration that title to said facilities is to be and remain in the Contractor, it agrees to allow the Government on each monthly bill for water service supplied as hereinafter provided for, a credit of $31.20
said credits to be made monthly and continue until such time as the accumulated credits equal the amount of the connection charge, unless this contract shall have been previously terminated, except that if a new contract for the supply of water service shall be entered into between the parties hereto within a period of fifteen months from the date of such failure to renew, the deductions shall resume and continue as above provided.

2. Anything in this contract to the contrary notwithstanding, no refund shall be made the Government or credit allowed on Government bills after fifteen (15) years from the date of this contract.

ARTICLE V

MINIMUM CHARGES

1. In the event of a partial or total shutdown or abandonment of the project, and, as a result thereof, water consumption is curtailed to less than twenty-five per cent (25%) of the average consumption for the ninety (90) day period immediately preceding such curtailment then the Government shall have the option to give the Contractor ninety (90) days notice after which time the minimum charge indicated in the rate schedule shall not apply, and the minimum to be charged shall be in accordance with the rate for the class of service required.

2. The minimum charge indicated in the rate schedule shall not apply until the date on which services are made available under this contract after the same are ordered by the United States Army Officer in charge of construction of the Alamogordo or the Commanding Officer of said station.

ARTICLE VI

GENERAL PROVISIONS

1. Convict Labor. - In the performance of its obligations hereunder, the contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

2. No Member of Congress to Benefit. - 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, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

3. Disputes. - All disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer subject to written appeal by the Contractor within thirty (30) days to head of the Department concerned or his duly authorized representative, whose decision shall be final and conclusive upon the parties hereto.

4. Covenant Against Contingent Fees. - The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion to deduct from payments due the Contractor the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by Contractors upon contracts or sales secured or made through bona fide established commercial and selling agencies maintained by the Contractor for the purpose of securing business.

5. Anti-Discrimination. -

A. The Contractor in performing the work required by this contract, shall not discriminate against any workers because of their race, creed, color or national origin.

B. The Contractor agrees that the provisions of Paragraph A above will also be inserted in all of his subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise, or any other legal entity for a special part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw materials shall not be considered as a subcontract.

ARTICLE VII
TERM OF CONTRACT

1. This contract shall take effect as of the date of execution thereof and continue until further notice. Notice of intention to terminate this contract shall be at the option of the United States and shall be given in writing by the Contracting Officer to the Contractor not less than ninety (90) days in advance of the effective date of termination.

ARTICLE VIII
USE OF SERVICE

1. The Government agrees that the water service to be supplied under the terms of this contract shall be used only in connection with activities within the boundaries of the project as presently located or as such boundaries may be extended in the future.

ARTICLE IX
DESCRIPTION OF WATER SERVICE DELIVERED

The Contractor agrees that the water furnished shall be made available to the Government at a point on the West boundary of Canyon Road approximately ten (10) feet North of the South boundary of First Street, Town of Alamogordo, State of New Mexico, at the following maximum rate of flow and pressure.

Volume Available: 220 Gas/Min., 180,000 Gal/Day, Pressure 80 Lbs/Sq. In.

ARTICLE X
SERVICES TO BE RENDERED

1. Contractor shall supply the water service required by the United States for use at the project.

2. The water furnished shall be clear, patable, safe and suitable for human consumption, in accordance with the standards of the United States Treasury Department, 1925.

ARTICLE XI
METERING AND ACCOUNTS

1. The Contractor shall furnish, install, maintain, calibrate, and read the meters used to measure the water supplied by the Contractor for which payment is to be made, and shall render monthly accounts to the Contracting Officer, the meter reading to be made in the presence of the Contracting Officer or his authorized representative. These accounts, which shall remain the property of the Government, shall contain the statements of the readings of the meters at the beginning of the month, and monthly consumption, with respective charges and allowances, if any, in detail.

ARTICLE XII
DESCRIPTION OF METERS

1. All water supplied by the Contractor under the terms of this agreement shall be measured by means of one or more turbine-compound type water meters. Such meters shall be of suitable capacity accepted and approved by the National Board of Fire Underwriters, and located at First and Pennsylvania Sts., Town of Alamogordo, New Mexico.

2. Error in meter readings. - Meters will be read monthly on the last day of each month jointly by a representative of the Contractor and the Contracting Officer or his representative. The Contractor shall render monthly accounts to the contracting officer which shall contain statements of the readings of the meters at the beginning of the period, meter constants, monthly consumption, rates and allowances, if any, in detail. That in case of error in meter reading it is mutually agreed that the percentages of error shall apply only to the water used since the date of the meter reading of preceding month.

3. Failure of Meters to Register. - That if the meters fail to register, a daily average will be obtained from the readings taken the previous month when the meter was known to be operating correctly, and this figure used as a basis of payment for the period while the meters are out of order and until repaired.

4. Testing of Meters. - That the meters will be tested at least once each year to the satisfaction of the Contractor and the Officer in Charge, and will be considered correct if within 2 per cent plus or minus.

If an error of more than 2 per cent is found, the readings and bill for the month previous and the bill for that part of the current month immediately preceding the test shall be corrected by the percentage of error found to exist.

ARTICLE XIII
BILLING

Bills shall be rendered on the basis of one month meter installed, the readings of each separate meter to be all added and billed as one quantity.

ARTICLE XIV
SERVICE REGULATIONS

The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the State Commission having jurisdiction in said matters.

ARTICLE XV
CHANGE IN LOAD

Reasonable notice will be given by each party to the other as to any material changes proposed in the connected load in the project or on the lines serving the project.

ARTICLE XVI
CHANGE OF SCHEDULE

The Contractor hereby agrees that if, after furnishing water for any ninety (90) day period during the life of this contract, it would have been more advantageous to the United States to have taken service under any other of the Contractor's standard rate schedule in effect during any such period for like conditions of service to the class of service furnished hereunder, the rate shall be changed to conform to the schedule and an adjustment of the charges for the last of such periods shall be made, based on such schedule.

ARTICLE XVII
CHANGE OF RATES

If during the life of this contract rates that are higher or rates that are lower than those stipulated herein are agreed upon by both the Government and the Contractor as being more equitable

for like conditions of service, the Contractor hereby agrees to continue to furnish water as stipulated in this contract, and the Government hereby agrees to pay for such water at the higher or lower rates from and after the date when such rates are made effective.

ARTICLE XVIII
DEDUCTIONS

This contract contemplates that continuous service shall be furnished. Should the contractor desire to interrupt service for maintenance or repair purposes, arrangement therefor shall be made with the proper officials in order that such interruption will least interfere with service for the Government.

If such arrangement is not made, and if the interruption is due to conditions within the control of the Contractor, deductions shall be imposed which will partially compensate the Government. For a shutdown lasting from three minutes to thirty minutes, 10 per cent of the cost of water for the preceding day of similar service shall be deducted. For a shutdown of over thirty minutes, 25 per cent of the cost of water for the preceding day of similar service shall be deducted.

ARTICLE XIX
PAYMENTS

1. For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for water herein contracted for, at the rates and under the terms and conditions hereinafter set forth; and the Contractor hereby declares that said rates are not in excess of the lowest rates now available to and prospective customer under like conditions of service.

2. All bills for water delivered shall be paid without penalty or interest within fifteen (15) days from the date the bill is rendered, but this provision shall not operate to preclude the Government from the benefits of any discounts that might be available through more prompt payment.

ARTICLE XX
OWNERSHIP OF PREMISES

1. The premises to be served under this contract are:
Government owned.

2. a. The symbol number of the Government lease is _____

b. The name of the lessor is _____

ARTICLE XXI
UNIT OF MEASURE

The unit of measure shall be _____
(Delete units not applicable.)

ARTICLE XXII
RATES

$0.75 per 1000 cubic feet.

$20.00 per month minimum.

ARTICLE XXIII

DEFINITIONS

1. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

2. The term "Commanding Officer" as used herein shall include his duly appointed successor or his authorized representative.

WITNESSES AS TO SIGNATURE OF CONTRACTING OFFICER:

/s/ J. R. O'Bryan

Albuquerque, N. Mex.

THE UNITED STATES OF AMERICA

By /s/ L. Rosenberg
Contracting Officer
L. Rosenberg,
Lt. Col., Corps of Engineers,
District Engineer

WITNESSES AS TO SIGNATURE OF CONTRACTOR:

/s/ Mona Buss

/s/ Susan J. Parton

CONTRACTOR

TOWN OF ALAMOGORDO

By /s/ C. F. Loggains - Mayor

00-00-0000: certificate certifying foregoing resolution

STATE OF NEW MEXICO)
) ss.
COUNTY OF OTERO)

CERTIFICATE

I, R. A. French, Clerk of the Board of Trustees of the Town of Alamogordo, hereby certify that the foregoing resolution is a true and correct copy of the resolution passed and adopted by the Board of Trustees of said Town of Alamogordo at a meeting of said board held on the 30th day of March, A. D. 1942; with five members present, as the same appears on record in the minutes of said Board of Trustees, and that said resolution was passed and duly adopted by unanimous vote of said Board of Trustees.

WITNESS my hand and the seal of the Town of Alamogordo this 30th day of March, 1942.

/s/ R. S. French

Town Clerk
Town of Alamogordo

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MINUTES OF MEETING

At an adjourned meeting of the Board of Trustees of the Town of Alamogordo, New Mexico, held at the Town Hall on the 30th day of March, A. D. 1942, the following persons were present:

C. F. Loggains	Mayor
John C. Rolland	Trustee
Robert Searcy	Trustee
John L. Garrett	Trustee
James Telles	Trustee
R. A. French	Town Clerk and Treas.
Allan D. Walker	Town Attorney

The Mayor presented to the Board a form of contract which has been proposed by the U. S. Army Engineers for the furnishing of water to the Alamogordo Bombing Range, to be located approximately 8 miles west of the Town of Alamogordo.

After a discussion of the matter, the following resolution was presented:

BE IT RESOLVED: That C. F. Loggains, Mayor of the Town of Alamogordo be, and he hereby is authorized and directed on behalf of the Town of Alamogordo to execute and deliver to the United States of America that certain contract to be dated the 30th day of March, 1942, for supplying, by the Town of Alamogordo, to the United States of America water services for the use at the Alamogordo Bombing Range, which said contract is, by reference, included herein and made a part of this resolution.

It was then duly moved and seconded that the foregoing resolution be adopted.

WHEREUPON, a vote was had and the same was unanimously carried.

WHEREUPON, the Mayor immediately declared the Resolution duly passed and adopted.

/s/ C. F. Loggains
Mayor

ATTEST:

/s/ R. A. French
Town Clerk

RESOLUTION

BE IT RESOLVED That C. F. Loggains, Mayor of Town of Alamogordo be, and he hereby is, authorized and directed on behalf of the Board of Trustees to execute and deliver to the United States of America that certain contract dated the 30 day of March, 1942, for the supplying by Town of Alamogordo to the United States of America water services for use at the Alamogordo Bombing Range, which said contract is by reference incorporated herein and made a part of this Resolution.

It was duly moved and seconded that the foregoing Resolution be adopted; whereupon a vote was had with the following results: Unanimous. Whereupon the Mayor declared the Resolution duly passed and adopted.

STATE OF NEW MEXICO)
) ss.
COUNTY OF OTERO

I, Clerk & Treasurer of Town of Alamogordo, hereby certify that the foregoing Resolution is a true and correct copy of the Resolution passed and adopted by the Board of Trustees of said Company at a meeting of said Board held on the 30 day of March, 1942, with all Members present, as the same appears on record in the Minutes of said Board of Trustees and that said Resolution was passed and duly adopted by a unanimous vote of said Board of Trustees.

WITNESS my hand and the seal of said Corporation this 13 day of April, 1942.

/s/ R. A. French

S E A L

Town Clerk & Treasurer

(Corporate Seal)

I, R. S. French certify that I am the Town Clerk & Treasurer of the corporation named as Contractor herein; that C. F. Loggains who signed this contract on behalf of the Contractor was then Mayor of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

S E A L

(Corporate Seal)

/s/ R. A. French

11-28-1941: letter to major j.o. colonna, major corps of engineers from c.f. loggains, mayor regarding alamogordo's reservoir

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November 28, 1941

Headquarters Fourth Air Force
Riverside, California

Attention: Major J. O. Colonna
Major Corps of Engineers

Dear Sir:

In reply to your request at our Board meeting of November 26, the following detailed information, given as per your outline, is submitted:

(1) Water is supplied by gravity to Alamogordo's two one million (A&B)gallon reservoirs through a twelve inch transmission main origination at the headwaters of Alamo Canyon some nine miles from the reservoirs. This flow is augmented by recent additions of waters piped into the mains from Caballerio Canyon by a 4 inch line, and Gordon Canyon through a 4 and 6 inch line. Several other small springs are available but it is doubtful if their flow is sufficient to justify the expense of piping to transmission mains.

(C) A copy of an analysis recently made is attached hereto, a copy of which was furnished to Major Colonna.

(D) Maximum flow into reservoir is 1500 gallons per minute with a possible minimum of approximately 800 gallons per minute.

(E) Based on experience for past four months, July, August, September and October, the average daily consumption of 663,390 gallons per day for domestic, industrial and other uses, which out of a flow of 2,160,000 gallons per day leaves a surplus above normal needs of 1,496,610 gallons per day.

(F) A map of principal mains showing location with pressure and elevation of points where a connection could be made to a six inch line is being prepared.

(G) The Water Department is in a good sound financial condition, system has been improved by installation of more than $25,000 worth of pipe in the past three years. The utility shows a net operating profit of $16,000 to $18,000 per year, which amount is appropriated to the Sinking and Interest Funds for the retirement of bonded indebtedness for original purchase of water system, except $4000.00 is appropriated to the General Fund for street maintenance.

(2) The Board hereby offers definite commitment to furnish a maximum of about 200,000 gallons per day of potable water to the United States Army so long as the natural flow into the reservoirs is not less than 600 gallons per minute at the present average of consumption. In any event domestic requirements, and the requirements of the Southern Pacific Railroad Company in movements of products essential to National Defense will be given preference, but it is anticipated that the needs of the two sawmills can be successfully taken care of from our La Luz irrigation system for boilers and log ponds.

(3) The rate charged will be the rate charged commercial users ie. $.75 per thousand cubic feet with a minimum charge of $20.00 for 19,000 cubic feet or less per month.

(4) Optional point or points will be designated on the map of water lines when completed. It is suggested that such point be at west end of Tenth Street or Eighth Street across Railroad Tracks.

(5) A site 50' x 100' for a pumping and water treatment plant will be furnished, at a suitable location, and

(6) The rental on same will be gratis.

It is agreeable with the Board for such an agreement to run for a period of five years with option to run from year to year thereafter, as requested, provided that such water is furnished for the use of the United States only, and that no water service shall be supplied to any person, firm or corporation without the written consent of the Board of Trustees of the Town of Alamogordo.

The Mayor and the Board of Trustees of the Town of Alamogordo will be very happy to cooperate 100% with the United States Government in the construction of a landing field and facilities needed for a permanent range detachment for the operation of the White Sands Bombing and Gunnery Range.

Yours very truly,

TOWN OF ALAMOGORDO

C. F. Loggains
Mayor

RAF:fn

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TOWN OF ALAMOGORDO
County of Otero

Alamogordo, New Mexico

March 31, 1942

U. S. Engineers
Albuquerque, New Mexico

Gentlemen:

In reply to your request the following detailed information is submitted:

(1) Water is supplied by gravity to Alamogordo's two one million gallon reservoirs through a twelve inch transmission main originating at the headwaters of Alamo Canyon some nine miles from the reservoirs. This flow is augmented by recent additions of waters piped into the mains from Caballerio Canyon by a 4-inch line and Gordon Canyon through a 4 and 6-inch line. Several other small springs are available but it is doubtful if their flow is sufficient to justify the expense of piping to transmission mains.

A copy of an analysis recently made is attached hereto, a copy of which was furnished to the U. S. Engineers.

Maximum flow into reservoir is 1500 gallons per minute with a possible minimum of approximately 800 gallons per minute.

Based on experience for past four months, July, August, September, and October, the average daily consumption was 663,390 gallons per day for domestic, industrial and other uses, which out of a flow of 2,260,000 gallons per day leaves a surplus above normal needs of 1,496,610 gallons per day.

The Water Department is in a good sound financial condition, the system having been improved by installation of more than $25,000 worth of pipe in the past three years. The utility shows a net operating profit of $16,000 to $18,000 per year, which amount is appropriated to the sinking and interest funds for the retirement of bonded indebtedness for original purchase of the water system, except $4000.00 is appropriated to the general fund for street maintenance.

The Board hereby offers definite commitment to furnish a maximum of about 200,000 gallons per day of potable water to the United States Army so long as the natural flow into the reservoirs is not less

than 600 gallons per minute at the present average of consumption. In any event domestic requirements, and the requirements of the Southern Pacific Railroad Company in movements of products essential to National Defense will be given preference, but it is anticipated that the needs of the two sawmills can be successfully taken care of from our La Luz Irrigation System for boilders and log ponds.

The rate charged will be the rate charged commercial users i.e. $.75 per thousand cubic feet with a minimum charge of $20.00 for 19,000 cubic feet or less per month.

Optional point or points will be designated on the map of water lineswhen completed. It is suggested that such point be at the southeast corner of Town as shown by attached map.

It is agreeable with the Board for such an agreement to run for a period of five years with option to run from year to year thereafter, as requested, provided that such water is furnished for the use of the United States only, and that no water service shall be supplied to any person, firm or corporation without the written consent of the Board of Trustees of the Town of Alamogordo.

The Mayor and the Board of Trustees of the Town of Alamogordo will be very happy to cooperate 100% with the United States Government in the construction of a landing field and facilities needed for a permanent range detachment for the operation of the Alamogordo Bombing and Gunnery Range.

Yours very truly,

TOWN OF ALAMOGORDO

/s/ C. F. Loggains

C. F. Loggains
Mayor

RAF/mh

CERTIFICATE

I, Richard G. Cooper, do hereby certify that the above and foregoing is a true, correct copy of the original contract between the Town of Alamogordo and the United States of America for the supplying of water to the Alamogordo Bombing Range, Designated Contract No. 4911-ENG-858.

/s/ Richard G. Cooper

Richard G. Cooper
Attorney

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Contract No. W911-ENG-858

Modification No. 1

DISTRIBUTION MADE BY Albuquerque District

	Date & Number or Copy
General Accounting Office	(Thru OCE) April 3, 1943, Orig. & Dup. Signed Copies
Chief of Engineers	
Contractor	
C.O. for P & C O.	
Division Engineer	April 3, 1942 - 2 Auth. Copies
District Engineer	
Finance Officer	

Received 5 copies

Return 1 signed copy to D.E.

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TOWN OF ALAMOGORDO
County of Otero
Alamogordo, New Mexico

1 June 1949

Mr. Felix C. Gomez
Contracting Officer
Holloman Air Force Base
Alamogordo, New Mexico

Dear Mr. Gomez:

We are returning herewith the Supplemental Agreement No. 2 to Contract No. W 911-Eng. 858, together with a revised modification, which is to be substituted for the modification contained in this Supplemental Agreement.

The Town Board felt they could not execute this Supplemental Agreement in its present form without making the changes shown on the revised modification, which changes are to the best interests of the Town of Alamogordo.

It is not possible for the Town to set down in a contract the amounts of water which can be furnished at any given time. Our water source has too many variable factors. Therefore, we have put in the provisions that all excess water over and above the needs and demands of the Town can be furnished the Base. This does not place any limit on the quantity which can be furnished when water is available, but it does protect the people of the Town of Alamogordo when water is short.

The other change which we have made in the modification is the rate. It is for the best interest of the Town that all water users be charged the same rate. Our rate as given on the revised modification is designed for all water consumers. both the small user and the commercial user. This rate is on a step down basis and makes only a few dollars difference between it and the rate of $1.00 per 1,000 cubic feet which was placed in the modification.

We trust this revised modification will meet with your approval. Therefore, incorporate it in the Supplemental Agreement No. 2 and return it to us for execution.

Very truly yours,

B. E. Rutz
Town Manager

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ALLAN D. WALKER
Attorney at Law
Alamogordo, New Mexico

April 16, 1949

From: Town of Alamogordo

Subject: Contract No. W911-Eng-858

To: Commanding Officer
Holloman Air Force Base
Alamogordo, New Mexico

Dear Sir:

The Board of Trustees of the Town of Alamogordo has requested that I, as Attorney for the Town, write you in reference to the supplying of water from our existing facilities at our reservoir located southeast of the Town.

As your records will show, the original contract was entered into by authority of a resolution passed by the then Board on the 30th day of March, 1942. At that time the Town was receiving from its source in Alamo Canyon approximately 2,000,000 gallons of water a day and was selling to its local consumers a maximum of approximately 800,000 gallons per day, and we agreed to sell to the government 180,000 gallons per day. This contract was subsequently supplemented and amended on various occasions due to increased need by the Army.

Due to severe drought the water produced from Alamo Canyon decreased in 1947 to approximately 600,000 gallons per day and the demand from local users became considerably higher due to increased population. Your command is no doubt familiar with the conditions that existed in 1947 and 1948 as far as the Town has been concerned. In April of 1948, the Town authorized the issuance of general obligation bonds in the amount of $500,000.00, and since that time there has been completed a pipe line from La Luz Canyon, which will make available additional water for domestic use, and the Town is willing to sell water to the Army provided it is not necessary to deprive local residents of domestic water, and provided the Town is not enjoined by the owners of irrigation rights from selling water outside of the corporate limits.

Because of the increased cost, the Board feels that they should receive a higher rate than that provided for in the original agreement dated March 30, 1942.

I would like to call to your attention the fact that since the contract was entered into the Board has issued the following bonds, to-wit:

(1) Revenue Bonds issued in 1946 in the amount of $120,000.00, yearly interest $2,707.00. $10,000.00 of principal will be due in 1949.

(2) Revenue Bonds issued in 1948 in the amount of $58,000.00,yearly interest $1,865.00. $3,000.00 of principal will be due this year.

(3) General Obligation Bonds issued in 1948, in the principal amount of $500,000.00, yearly interest $13,250.00. $15,000.00 of principal will be due this year. A part of this principal and interest will be raised by tax levy.

During the fiscal year 1949-50, the Town will have to expend the sum of $56,422.00, of which amount $17,572.00 will have to come from water revenue, and as much more to apply on General Obligation Bonds as it is possible to raise.

I would also like to call your attention to the fact that since this indebtedness has been incurred, the Town Board has raised its rates as shown by the attached schedule. On the average, the consumers within the Town have had their rate increased in excess of 42%, the average domestic user such as the single family residence as much as 61.3%. At the same time the rates were raised, in order to compensate for the difference in taxes, the rate of all consumers outside the corporate limits were made double the rate inside the corporate limits. At the same time, the Board abolished the commercial rate which had been in existence and provided that all consumers should pay on the basis of the attached schedule.

The Board feels that the contract with the Army should be renegotiated and that the Army should pay for water in accordance with the established rate and that it would not be jusitified in selling water to the Army at a rate which is lower than the rate applicable to citizens of the Town who have, over a period of years, paid for the existing system with money derived from direct taxation.

The Board of Trustees is not trying to evade any contractual obligation that it may have, and is willing and anxious to cooperate with the Army in any way in which it has authority so to do, but its primary obligation, both legally and morally, is to the citizens of the Town of Alamogordo.

The Board has agreed to deliver water on the old rate temporarily, or until such time as action can be taken toward drawing a new contract, or supplementing the old contract so as to conform to the established rate inside the corporate limits.

Allan D. Walker, Attorney for
the Town of Alamogordo

RATE SCHEDULE

Cubic Feet	Gallons	Cost per Old Rate	Cost per New Rate
700	5,250	$2,00	$2.00
2,000	15,000	3.00	4.60
3,000	22,500	4.00	6.45
4,000	30,000	5.00	7.95
5,000	37,500	6.00	9.45
6,000	45,000	7.00	10.95
7,000	52,500	8.00	12.45
8,000	60,000	9.00	13.95
9,000	67,500	10.00	15.45
10,000	75,000	11.00	16.95
15,000	112,500	16.00	24.45
25,000	187,500	26.00	32.30
50,000	375,000	37.50	57.30
100,000	750,000	75.00	107.30
250,000	1,875,000	187.50	257.30
500,000	3,750,000	375.00	507.30
1,000,000	7,500,000	750.00	1,007.30
2,000,000	15,000,000	1,500.00	2,007.30

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Approved 14 September 1951

/s/ L. S. Fulwider
Colonel, USAF
Acting Deputy for Materiel

Contract No. AF 29(001)-s-81

Date 5 January 1951

U.S. AIR FORCE
HOLLOMAN AIR FORCE BASE, NEW MEXICO
MEMORANDUM OF UNDERSTANDING
With
UNITED STATES DEPARTMENT OF THE INTERIOR

PREMISES TO BE SERVED:

White Sands National Monument

PREMISES AT THE WHITE SANDS NATIONAL MONUMENT ARE:
Government - owned

ESTIMATED ANNUAL COST: $539.47

Bills will be rendered to the Superintendent, White Sands National Monument, National Park Service, Alamogordo, New Mexico.

Payment will be made in accordance with established Government procedure.

The services to be furnished by this instrument are authorized by Air Force Regulation 91-5A, Dtd. 12 May 1950 and Air Force Regulation 91-5, 27 September 1949 under authority of the Economy Act, Sec. 1, as amended (38 Stat. 1084, 31 U.S. Code 686), (1st Ind. Hq. AMC MCMFXC2 Dtd. 10 October 1949 to Basic Ltr. Hq. HAFB, Subj: Water Supply - White Sands National Monument Dtd. 29 August 1949).

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CONTRACTING BRANCH
6540TH MISSILE TEST WING
HOLLOMAN AIR FORCE BASE, NEW MEXICO

MTHMS-4 160 28 September 1951

SUBJECT: Contract No. AF 29(001)s-81

TO: WHITE SANDS NATIONAL MONUMENT
Attention: Mr. Johnwill Faris
Alamogordo, New Mexico

Inclosed herewith signed copy of Contract Number AF 29(001)s-81, which has been reviewed and approved by Headquarters, Air Research and Development Command, Baltimore, Maryland.

/s/ Felix C. Gomez
Contracting Officer

Incl.
Contr AF 29(001)s-81

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Approved 14 September 1951

/s/ L. S. Fulwider
Colonel, USAF
Acting Deputy for Materiel

Contract No. AF 29(001)-s-81

Date 5 January 1951

U.S. AIR FORCE
HOLLOMAN AIR FORCE BASE, NEW MEXICO
MEMORANDUM OF UNDERSTANDING
With
UNITED STATES DEPARTMENT OF THE INTERIOR

PREMISES TO BE SERVED:

White Sands National Monument

PREMISES AT THE WHITE SANDS NATIONAL MONUMENT ARE:
Government - owned

ESTIMATED ANNUAL COST: $539.47

Bills will be rendered to the Superintendent, White Sands National Monument, National Park Service, Alamogordo, New Mexico.

Payment will be made in accordance with established Government procedure.

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MEMORANDUM OF UNDERSTANDING PROVIDING
FOR WATER SERVICES TO THE NATIONAL PARK SERVICE
WHITE SANDS NATIONAL MONUMENT

1. This Memorandum of Understanding, made this 5th day of January, 1951, by the United States Air Force, Holloman Air Force Base, New Mexico, represented by the Contracting Officer executing this Memorandum on behalf of the United States Air Force and the National Park Service, represented by the officer executing this Memorandum on behalf of the National Park Service.

WITNESSETH THAT:

2. WHEREAS, the National Park Service desires to obtain water service, not to exceed 300,000 gallons per month, for the White Sands National Monument, Otero County, New Mexico, and:

3. WHEREAS, the United States Air Force desires to furnish such water service from its water main and in order to do so will permit the National Park Service to tap said water main at a determined point, and:

4. NOW THEREFORE, it is understood between the parties hereto as follows:

5. WATER SERVICE TO BE FURNISHED. (a) The United States Air Force, under the terms and conditions stipulated herein, will furnish water service to the National Park Service, from and after the date of initial service at the following point:

Approximately at pipe line station 461 plus 00

(b) The water supplied hereunder will be delivered "as is"; the Air Force makes no guaranty, warranty, or representation, express or implied as to the kind, size, weight, quality, character, quantity, description or condition of the water or its fitness for any use or purpose; this is not a sale by sample.

(c) The water service will be furnished continuausly except (1) for interruptions or reductions due to uncontrollable forces; and (2) for temporary interruptions or reductions which, in the opinion of the Air Force are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection; Provided, that the Air Force, except in case of emergency, will give the Park Service reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence. (3) the Air Force will not be held liable for failure to provide continuous service. (4) the maximum quantity of water that the Park Service may use is 300,000 gallons per month and usage in excess of this quantity will be sufficient grounds to terminate this contract. Said consumption to be computed each calendar month beginning at the effective day of this contract

and ending with the last day of the first calendar month, and computed thereafter at the end of each calendar month.

6. PAYMENT FOR WATER SERVICE. The National Park Service shall pay for the water service furnished hereunder at the rate of:

$0.1478 per 1,000 gallons.

7. MODIFICATION OF RATES. Should the Air Force, during the term of this Memorandum, modify the rates for furnishing water service, under terms and conditions similar to those under which water service is furnished hereunder, as conclusively determined by the Air Force, it will promptly notify the Park Service thereof. The Park Service may, if it so elects, receive the advantage of such modified rates, effective as of the date the rates were so modified by the Air Force. The Park Service shall be deemed to have elected to take advantage of the modified rates if it does not advise the Air Force in writing to the contrary within sixty (60) days after the date of such notification.

8. BILLING AND PAYMENTS. (a) Payments by the Park Service to the Air Force as herein provided shall be based upon meter readings by the Air Force at the end of each calendar month, which readings shall be made by a representative of the Air Force and may be jointly examined at the time of reading by the Park Service or a representative for and on behalf of the purchaser. (b) Payment will be made on or before the tenth (10th) day of each month for the services received during the preceding month.

9. MEASUREMENT OF WATER SUPPLIED. (a) The meters used for measurement shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested, or adjusted and representatives of the Park Service shall be afforded reasonable opportunity to be present upon such occasions. The meters shall be tested at least once each year and at any reasonable time upon request therefor by either party hereto. Any metering equipment found to be defective or inaccurate shall be repaired and readjusted or replaced. Should any meter fail to register, the water delivered hereunder during such period of failure to register shall, for billing purposes, be computed by taking a daily average from the meter readings taken during the previous month when the meter was known to be operating accurately and this figure used as a basis of payment while the meter is out of order.

10. FACILITIES TO BE PROVIDED BY THE PARK SERVICE. The Park Service will furnish, construct, operate, and maintain such facilities as may be necessary to receive, and meter water at the single point described herein and to distribute such water to the points of use. Said facilities shall be and remain under the administrative control and jurisdiction of the Park Service with the exception that in connection with services herein, any construction and maintenance work will be subject to the approval and supervision by the Base Commander. During the life of this contract any additional facilities deemed necessary by the Commanding Officer to safeguard the sanitation or supply of the Base water will be installed at the expense of the Park Service.

11. RECAPTURE. The Air Force reserves the right of immediate recapture of any water facility furnished, and immediate termination of water services, in the event of a national emergency.

12. CANCELLATION. The Air Force reserves the right to cancel or restrict the sale of water to the Park Service if base service is curtailed or stopped, or if similar service becomes available from a local public utility. The Air Force will not be liable for such cancellation or restriction or be required to continue service for the necessity of the Park Service.

13. REMOVAL OF FACILITIES. Any facility installed by the Park Service in conjunction with this memorandum on Air Force owned or leased property must be promptly removed at the expense of the Park Service upon termination or cancellation of this memorandum and Air Force land and facilities restored to their original condition at the expense of the Park Service. If the Park Service fails to remove such facilities within 90 days they will be considered abandoned, and become Air Force property.

14. CONTINGENT UPON APPROPRIATIONS. Where the operations of this memorandum extend beyond the current fiscal year, the memorandum is made contingent upon Congress making the necessary appropriation for expenditures hereunder after such current year shall have expired. In case such appropriation as may be necessary to carry out this memorandum is not made, each party hereby releases the other from all liability due to the failure of Congress to make such appropriation.

15. DEFINITIONS. Except for the original signing of this memorandum, and except as otherwise stated herein, the term "officer executing this memorandum on behalf of the Park Service" and the term "contracting officer" as used herein shall include, in each instance, the duly appointed successor or authorized representative.

16. REVIEW. This memorandum will be subject to annual review by the major air commander concerned.

17. ERROR IN READINGS. In case of error in meter readings, it is mutually agreed that the percentage of error shall apply only to the water used since the date of meter readings for the preceding month.

18. APPROVAL. This memorandum shall be subject to the written approval of the Secretary of the Air Force or his duly authorized representative and shall not be binding until so approved.

19. CONTRACT PERIOD. This memorandum will extend from the date of the Air Forces acceptance through 30 June 1952; provided, however, that unless and until the Air Force shall give notice of termination, as herein provided, this memorandum shall remain in force thereafter from year to year without further notice. The Air Force may terminate this memorandum at any time by giving notice, in writing to the Park Service of its intention to terminate said instrument at least thirty (30) days in advance of the effective date of termination.

Contract No. AF-29(001)s-81

UNITED STATES AIR FORCE:

By: /s/ Felix C. Gomez
Title: Contracting Officer

NATIONAL PARK SERVICE

By: /s/ Johnwill Faris
Title: Superintendent

For Docket in WR files

CONTRACTING BRANCH
6540TH MISSILE TEST WING
HOLLOMAN AIR FORCE BASE, NEW MEXICO

MTHMS-4 160 28 September 1951

SUBJECT: Contract No. AF 29(001)s-81

TO: WHITE SANDS NATIONAL MONUMENT
Attention: Mr. Johnwill Faris
Alamogordo, New Mexico

Inclosed herewith signed copy of Contract Number AF 29(001)s-81, which has been reviewed and approved by Headquarters, Air Research and Development Command, Baltimore, Maryland.

/s/ Felix C. Gomez
Contracting Officer

Incl.
Contr AF 29(001)s-81

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MEMORANDUM OF UNDERSTANDING PROVIDING
FOR WATER SERVICES TO THE NATIONAL PARK SERVICE
WHITE SANDS NATIONAL MONUMENT

1. This Memorandum of Understanding, made this 5th day of January, 1951, by the United States Air Force, Holloman Air Force Base, New Mexico, represented by the Contracting Officer executing this Memorandum on behalf of the United States Air Force and the National Park Service, represented by the officer executing this Memorandum on behalf of the National Park Service.

WITNESSETH THAT:

2. WHEREAS, the National Park Service desires to obtain water service, not to exceed 300,000 gallons per month, for the White Sands National Monument, Otero County, New Mexico, and;

3. WHEREAS, the United States Air Force desires to furnish such water service from its water main and in order to do so will permit the National Park Service to tap said water main at a determined point, and;

4. NOW THEREFORE, it is understood between the parties hereto as follows:

5. WATER SERVICE TO BE FURNISHED. (a) The United States Air Force, under the terms and conditions stipulated herein, will furnish water service to the National Park Service, from and after the date of initial service at the following point:

Approximately at pipe line station 461 plus 00

(b) The water supplied hereunder will be delivered "as is"; the Air Force makes no guaranty, warranty, or representation, express or implied as to the kind, size, weight, quality, character, quantity, description or condition of the water or its fitness for any use or purpose; this is not a sale by sample.

(c) The water service will be furnished continuously except (1) for interruptions or reductions due to uncontrollable forces; and (2) for temporary interruptions or reductions which, in the opinion of the Air Force are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection; Provided, that the Air Force, except in case of emergency, will give the Park Service reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence. (3) the Air Force will not be held liable for failure to provide continuous service. (4) the maximum quantity of water that the Park Service may use is 300,000 gallons per month and usage in excess of this quantity will be sufficient grounds to terminate this contract. Said consumption to be computed each calendar month beginning at the effective day of this contract

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and ending with the last day of the first calendar month, and computed thereafter at the end of each calendar month.

6. PAYMENT FOR WATER SERVICE. The National Park Service shall pay for the water service furnished hereunder at the rate of:

$0.1478 per 1,000 gallons.

7. MODIFICATION OF RATES. Should the Air Force, during the term of this Memorandum, modify the rates for furnishing water service, under terms and conditions similar to those under which water service is furnished hereunder, as conclusively determined by the Air Force, it will promptly notify the Park Service thereof. The Park Service may, if it so elects, receive the advantage of such modified rates, effective as of the date the rates were so modified by the Air Force. The Park Service shall be deemed to have elected to take advantage of the modified rates if it does not advise the Air Force in writing to the contrary within sixty (60) days after the date of such notification.

8. BILLING AND PAYMENTS. (a) Payments by the Park Service to the Air Force as herein provided shall be based upon meter readings by the Air Force at the end of each calendar month, which readings shall be made by a representative of the Air Force and may be jointly examined at the time of reading by the Park Service or a representative for and on behalf of the purchaser. (b) Payment will be made on or before the tenth (10th) day of each month for the services received during the preceding month.

9. MEASUREMENT OF WATER SUPPLIED. (a) The meters used for measurement shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested, or adjusted and representatives of the Park Service shall be afforded reasonable opportunity to be present upon such occasions. The meters shall be tested at least once each year and at any reasonable time upon request therefor by either party hereto. Any metering equipment found to be defective or inaccurate shall be repaired and readjusted or replaced. Should any meter fail to register, the water delivered hereunder during such period of failure to register shall, for billing purposes, be computed by taking a daily average from the meter readings taken during the previous month when the meter was known to be operating accurately and this figure used as a basis of payment while the meter is out of order.

10. FACILITIES TO BE PROVIDED BY THE PARK SERVICE. The Park Service will furnish, construct, operate, and maintain such facilities as may be necessary to receive, and meter water at the single point described herein and to distribute such water to the points of use. Said facilities shall be and remain under the administrative control and jurisdiction of the Park Service with the exception that in connection with services herein, any construction and maintenance work will be subject to the approval and supervision by the Base Commander. During the life of this contract any additional facilities deemed necessary by the Commanding Officer to safeguard the sanitation or supply of the Base water will be installed at the expense of the Park Service.

11. RECAPTURE. The Air Force reserves the right of immediate recapture of any water facility furnished, and immediate termination of water services, in the event of a national emergency.

12. CANCELLATION. The Air Force reserves the right to cancel or restrict the sale of water to the Park Service if base service is curtailed or stopped, or if similar service becomes available from a local public utility. The Air Force will not be liable for such cancellation or restriction or be required to continue service for the necessity of the Park Service.

13. REMOVAL OF FACILITIES. Any facility installed by the Park Service in conjunction with this memorandum on Air Force owned or leased property must be promptly removed at the expense of the Park Service upon termination or cancellation of this memorandum and Air Force land and facilities restored to their original condition at the expense of the Park Service. If the Park Service fails to remove such facilities within 90 days they will be considered abandoned, and become Air Force property.

14. CONTINGENT UPON APPROPRIATIONS. Where the operations of this memorandum extend beyond the current fiscal year, the memorandum is made contingent upon Congress making the necessary appropriation for expenditures hereunder after such current year shall has expired. In case such appropriation as may be necessary to carry out this memorandum is not made, each party hereby releases the other from all liability due to the failure of Congress to make such appropriation.

15. DEFINITIONS. Except for the original signing of this memorandum, and except as otherwise stated herein, the term "officer executing this memorandum on behalf of the Park Service" and the term "contracting officer" as used herein shall include, in each instance, the duly appointed successor or authorized representative.

16. REVIEW. This memorandum will be subject to annual review by the major air commander concerned.

17. ERROR IN READINGS. In case of error in meter readings, it is mutually agreed that the percentage of error shall apply only to the water used since the date of meter readings for the preceding month.

18. APPROVAL. This memorandum shall be subject to the written approval of the Secretary of the Air Force or his duly authorized representative and shall not be binding until so approved.

19. CONTRACT PERIOD. This memorandum will extend from the date of the Air Forces acceptance through 30 June 1952; provided, however, that unless and until the Air Force shall give notice of termination, as herein provided, this memorandum shall remain in force thereafter from year to year without further notice. The Air Force may terminate this memorandum at any time by giving notice, in writing to the Park Service of its intention to terminate said instrument at least thirty (30) days in advance of the effective date of termination.

//

Contract No. AF-29(001)s-81

UNITED STATES AIR FORCE:

By: /s/ Felix C. Gomez
Title: Contracting Officer

NATIONAL PARK SERVICE

By: /s/ Johnwill Faris
Title: Superintendent

12

I, Jay D. Bacon, hereby certify that I am Assistant Secretary of Southern Pacific Company, the corporation described in and which executed the two Agreements, dated December 29, 1939, between El Paso & Southwestern Railroad Company, Southern Pacific Company, and United States of America, covering:

(a) installation and maintenance of a 4-inch underground water pipe line crossing near Valmont, N. M., and

(b) installation and maintenance of underground telephone crossing between Omlee and Alamogordo, N. M.;

that J. H. Dyer, who executed the said Agreements as Vice-President of Southern Pacific Company, is duly authorized to execute such instruments on behalf of said corporation; that I know the signature of said J. H. Dyer, and the signature affixed to such instrument is his signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 19th day of March, 1940.

(SEAL)

(Sgd) Jay D. Bacon
Assistant Secretary,
Southern Pacific Company.

El Paso & Southwestern Railroad Company,
Executive Committee,
March 19, 1940.

On motion, duly made and seconded, the following resolution was adopted by a unanimous vote:

RESOLVED: That the execution, on the part of this Company, by Roy G. Hillebrand, Vice-President, and attestation by Jay D. Bacon, Assistant Secretary, of triplicate counterparts of two Agreements, dated December 29, 1939, between El Paso & Southwestern Railroad Company, Southern Pacific Company, and United States of America, covering:

(a) installation and maintenance of a 4-inch underground water pipe line crossing near Valmont, N. M., and

(b) installation and maintenance of underground telephone crossing between Omlee and Alamogordo, N. M.,

be, and the same are hereby, approved, ratified and confirmed.

* * * * * * * * * *

I, Roy G. Hillebrand, Secretary of El Paso & Southwestern Railroad Company, hereby certify the foregoing to be a full, true and correct copy of resolution adopted by the Executive Committee of the Board of Directors of El Paso & Southwestern Railroad Company at a meeting, duly called and convened, held in San Francisco, California, on March 19, 1940, as the same appears upon the records of said Company in my custody as such Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Company this 19th day of March, 1940.

(Sgd) Roy G. Hillebrand

(SEAL)

HRS -- 9/5/39 -- X

1740 THIS AGREEMENT, made this 19th day of April, 1940, between EL PASO & SOUTHWESTERN RAILROAD COMPANY, a corporation, and its Lessee, SOUTHERN PACIFIC COMPANY, a corporation, parties of the first part, hereinafter collectively called "Railroad", and the UNITED STATES OF AMERICA, acting in this behalf by A. J. WIRTZ, Under Secretary of the Interior, party of the second part, hereinafter called "Government".

WITNESSETH:

That the Railroad, in consideration of the faithful performance by the Government of all its covenants and agreements herein contained, hereby permits the Government to construct, reconstruct, maintain and operate 200 lineal feet of 4-inch steel pipe, hereinafter termed "structure", for conveying water beneath the track or tracks on property of the Railroad at Engineer Station 3948+05.4 near Valmont Station, County of Otero, State of New Mexico, in the location shown in red on the print of Rio Grande Div'n. Drawing 1-A-417, Sheet 1 of 1, attached hereto and made a part hereof, so long as the pipe line is used by the Government for the conveyance of water.

This agreement is made upon the following terms and conditions:

1. The Government, through its agents, representatives and employes, shall have the privilege of entry upon said premises for the purpose of making necessary repairs to or changes in said structure, and the Government agrees to at all times keep said premises in a good and safe condition, free from waste, all to the satisfaction of the Railroad Company. If the Government fails to keep said premises in a good and safe condition, free from waste, then the Railroad may perform the necessary work at the expense of the Government, which expense the Government agrees to pay to the Railroad upon demand.

The Government agrees that all work upon, or in connection with, said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of the Railroad; that the location of the said structure and all said work shall be done and made under the supervision and to the satisfaction

of the Railroad. In the event the Railroad shall at any time or times require the removal, reconstruction, alteration or changes in the location of the said structure, or shall at any time or times construct an additional track or tracks, then the Government agrees that at its own sole cost and expense, upon receiving fifteen (15) days' written notice from the Railroad so to do, to forthwith construct and maintain an additional structure or extend or change said structure, or remove, reconstruct, alter or make changes in location of said structure that may be requested by the Railroad, and in a manner satisfactory to it; provided, however, that nothing in this agreement herein contained will be construed as binding the Government to expend in any one (1) fiscal year any sum in excess of appropriations made by Congress for that fiscal year, or to involve the Government in any contract or other obligation for the future payment of money in excess of such appropriations.

2. The Government shall not assign or transfer this agreement in whole or in part or permit any other person to use the right or privilege hereby given without the written consent of the Railroad first had and obtained.

3. In the event the Government shall discontinue the use of said structure or shall abandon the same for a period of two (2) years, all rights hereby given shall forthwith cease and determine.

Should the Government fail to keep, observe, and perform any covenant or condition on its part herein contained, all rights hereby given shall at the option of the Railroad forthwith cease and determine. Upon termination of the privilege contained herein or upon termination of this agreement as herein provided, the Government shall at its own cost and expense, immediately remove said structure and restore said premises as nearly as possible to the same state and condition they were in prior to the construction of said structure. Should the Government in such event fail, neglect, or refuse to remove such structure and restore said premises, such removal and restoration may be done at the expense of the Government, which expense the

STATE OF CALIFORNIA,)
City and County of San Francisco) ss.

On this 14th day of March in the year One Thousand Nine Hundred and Forty, before me, FRANK HARVEY, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared 65 Market St.

ROY G. HILLEBRAND known to me to be the Vice-President and JAY D. BACON known to me to be the Assistant Secretary of the El Paso and Southwestern Railroad Company, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

(seal)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(SGD) FRANK HARVEY
Notary Public in and for the City and County of San Francisco, State of California.

My Commission expires August 10, 1943.

STATE OF CALIFORNIA)
City and County of San Francisco) ss.

On this 14th day of March in the year One Thousand Nine Hundred and Forty before me, Frank Harvey, 65 Market Street, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

J. H. DYER Known to me to be the Vice President and JAY D. BACON, known to me to be the Assistant Secretary of the Southern Pacific Company the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

(seal)

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(SGD) FRANK HARVEY
Notary Public in and for the City and County of San Francisco, State of California.

My Commission expires August 10,1943.

RRS -- 9/5/39 -- X

Government agrees to pay to the Railroad upon demand.

4. The Government shall assume all risks of damage to said structure and appurtenances and any other property of the Government, or any other property under the control or custody of the Government while upon the property or right of way of the Railroad, or in proximity thereto, caused by or contributed to in any way by the construction, operation, maintenance or presence of the line or lines of the railroad, or its present or future adjuncts or appurtenances.

5. Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the Railroad and upon the assigns of the Government.

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in triplicate, on the day and year first above written.

EL PASO & SOUTHWESTERN RAILROAD COMPANY,

By Ray E. Killebrand
Vice President

Attest: Jay D. Bacon
Assistant Secretary

SOUTHERN PACIFIC COMPANY,

By [signature]
Vice President

Attest: Jay D. Bacon
Assistant Secretary

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

APR 19 1940

By (Sgd.) A. J. WIRTZ
Assistant Secretary of the Interior.

Form Approved:

Contract Attorney

Description Correct:
C.K. Baker
Division Engineer

Recommended
H.H. Haisbeun
Superintendent

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
DEC 7 1939 Washington, D. C.

APPROVED: as to form and substance
Oscar L. Chapman
Assistant Secretary

-3-

10-18-1948: memorandum to regional director, region three from custodian regarding water flow at dog canyon

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WHITE SANDS NATIONAL MONUMENT

ALAMOGORDO, NEW MEXICO

October 18, 1948.

MEMORANDUM for the Regional Director, Region Three.

Regarding water flow at Dog Canyon.

Another measurement was taken Thursday, October 14, 1948 and the actual flow was found to be 20 gallons a minute.

This flow will be checked each week that we can get into the canyon until a definite increase sets in from winter snows.

The city of Alamogordo is using, with satisfactory results, copper pipe, and I wonder if this might now be considered in the plan for this Dog Canyon water. Would copper pipe be any advantage to us?

Johnwill Faris,
Custodian.

10-11-1948: memorandum to regional director, region three from custodian regarding actual water flow at dog canyon

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

WHITE SANDS white Sands.

Alamogordo, New Mexico

October 11 48

MEMORANDUM for the Regional Director, Region Three.

A trip was made to Dog Canyon to measure the actual flow of water from that source and was found to flow approximately 1200 gallons per hour. This data was taken on October 8, 1948 at 2:00 p.m. The measurement was made at the mouth of the canyon.

In all probability the low ebb of Dog Canyon water flow was around the last part of August as there was very little rain in the mountains in July or August. There was quite a bit of rain in the mountains during the first 10 days of September.

Johnwill Faris,
Custodian.

10-05-1948: memorandum to custodian, white sands from regional engineer regarding estimated water flow at dog canyon

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION THREE
SANTA FE, NEW MEXICO

October 5, 1948.

MEMORANDUM for the Custodian, White Sands.

Reference is made to Mr. Faris' memorandum of September 28, in which he reports an estimated flow from Dog Canyon of approximately 150 gallons per hour. Since this is by far the smallest flow we have had from this proposed source of water, it is requested that an actual measurement of the flow be made so that we will have definite information on the minimum flow we can expect from this source. To make this measurement, it is suggested that a short length of pipe be placed in the stream with sufficient earth placed around it to make all of the flow pass through the pipe. The flow should then be collected in a 5-gallon or similar container and the time required to fill the container recorded. This will then give the flow in gallons per minute much closer than Mr. Faris' estimate of 150 gallons per hour.

In order to determine how long the present low flow will continue, it is requested that you make periodic inspections at Dog Canyon until such time as there are sufficient rains in the mountains to restore the flow to normal.

Do you have any idea as to when the discharge from Dog Canyon got to the low point recorded by Mr. Faris about the middle of September? It must have started falling off right sharply prior to the first of September for it to have dropped to such a low figure by the middle of the month.

Any information you have on this will be appreciated.

JAMES R. LASSITER

J. R. Lassiter,
Regional Engineer.

cc: The Director, with copy of
Mr. Faris' memo. of Sept. 28.

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

September 28, 1948.

MEMORANDUM for the Regional Director, Region Three.

Regarding our Dog Canyon Water Supply.

An inspection was made of these springs about the middle of the month and a fair supply was observed. I roughly estimated a flow of approximately one hundred fifty gallons an hour or something in excess of three thousand gallons daily.

With water conditions at an almost unheard of low, we feel quite proud of this flow in Dog Canyon.

Johnwill Faris,
Custodian.

Other Supporting Information

United States Department of the Interior
OFFICE OF THE SOLICITOR
Field Office, Southwest Region
331 Sandoval Street
P.O. Box 1042
Santa Fe, New Mexico 87501

May 2, 1983

Criminal				
Other				
D. is				
Stark				
Bustos				
Romero				
Bith PM				
Buff LAO				
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Solicitor				
File				

Memorandum

To: Chief, Division of Land Resources, Southwest Region, National Park Service

From: Field Solicitor, Santa Fe

Subject: State Lands Within White Sands National Monument

Your memorandum of April 15, 1983 transmitted a letter from the Commissioner of Public Lands, State of New Mexico which posed a number of questions regarding a proposed exchange of lands within White Sands National Monument.

The Commissioner's letter concerns itself with the affect of a ruling by the Court of Claims in Armijo v. United States, No. 94-79L (Ct. Cl. Motion and Cross-Motion for Summary Judgment Denied October 21, 1981). The Court concluded that at sometime in the past the United States had taken by inverse condemnation the State's lands and private grazing leases thereon which lie within White Sands Missile Range, a facility administered by the Department of the Army. The Court left open the factual questions of the date of taking and fair market value.

Some of the lands affected by the case are within White Sands National Monument. The Park Service and the State have been negotiating in recent years for an exchange of those State lands within the Monument for other, surplus lands outside the Monument held by the Park Service. The State Land Commissioner does not view the above described ruling as foreclosing the continued possibility of an exchange. Conversations between this office and the Department of Justice indicate that the Court of Claims would allow an exchange of lands to be consummated so long as it would not interfere with the Court's schedule for disposing of the remaining issues in the case. In other words, if an exchange is to be completed, it must be accomplished at once, subject, of course, to the approval of the Department of Justice and Court of Claims.

MAR 06 1998 11:01 P.08

tile

United States Department of the Interior

NATIONAL PARK SERVICE
White Sands National Monument
P.O. Box 1086
Holloman AFB, New Mexico 88330-1086

IN REPLY REFER TO:

A3815(WHSA)

May 16, 1997

Memorandum

To: Regional Director, Intermountain Region

From: Superintendent, White Sands National Monument

Subject: Lands Issue - Dog Canyon

The issue of disposition of our detached 440 acre parcel of land known as the Dog Canyon Tract has essentially come full circle.

You will recall that this parcel was purchased in the 1940's for the water rights it contained, and that it was intended that a collection system and pipe-line be constructed to supply domestic water for the Monument operation. At about the same time that construction was to be approved for this project, what we now know as Holloman Air Force Base began to grow and it was proposed that the Monument be supplied with water via an extension off the Holloman main line. Given the significantly lower construction costs, this option was agreed to and the line was put in effectively negating the need for the Dog Canyon property.

The park records are very sketchy but there is no evidence that this tract received anything but the cursory attention of the park staff, or that it ever figured in any of the park's development plans. Legislation passed on November 10, 1978 (92 Stat. 3467) revised the monument boundary and deleted this tract from the monument. The intent of the legislation was to provide for the transfer of this tract to the State of New Mexico in exchange for State lands which remained within the revised boundaries of the monument. Subsequent research, however, revealed that there did not appear to be any State lands within the monument.

The intent to transfer the tract to the State was reinforced in 1983 with the signing of a Memorandum of Agreement with the New Mexico State Park and Recreation Division. Under the terms of this Agreement, the State was given broad authority to manage the tract as a part of Oliver Lee Memorial State Park until such times as the terms of an exchange could be worked out. As with the legislation, this Agreement is flawed by the supposition that State lands still existed with the monument.

Over the past eight years we have enjoyed a good working relationship with the State Park but have also experienced a number of uncomfortable management situations with regard to the relationship which exists between the two agencies. The State Parks have broad management authority over actions undertaken on the tract, but at the same time they are required to comply with NPS regulations and guidelines regarding such issues as archeology and carotene. Questions regarding long-term planning are difficult to deal with given that while a proposed action may fit well within the State's guidelines, it may conflict with NPS policies. Since it has long been our intention to transfer this property to the state, does it make sense to continue this conflict? I think not.

Also over the past eight years we have explored a number of exchange ideas with other State and Federal agencies. In a nutshell, the only property that the State Parks could make available for exchange is of no interest to the National Park Service. The Bureau of Land Management, which had expressed some early interest in the tract for possible later use in an exchange with one of the pueblos, also backed away from this deal. Another idea involved the BLM and the State Land Office and some tracts of State Land at Chaco Culture National Historical Park. Following years of discussion, the door has been shut on this possibility. We even toyed with the notion of securing an appropriation through the State legislature to buy the property but found we lacked both a sponsor for such an action and probably lacked the authority to sell the tract anyway.

So, it seems to me we have reached a point at which a new path is needed. We can either seek sufficient funding to establish an on-site presence at the site and manage it as a detached unit of the park, or we can simply transfer the tract to the State. Since the first idea in simply not feasible, or even desirable given the lack of a resource of national significance at the site, and since the reason that the tract was acquired in the first place - the water right - can be retained anyway, I propose we begin the process of transfer.

Regarding the water rights question, I have enclosed a copy of a study conducted in 1990 by Ken Czarkowski of the Water Rights Branch as well as a copy of a Change of Ownership of Water Right filed with the State Engineer in December of 1990. This action did not address the issue of the original water right purchased from Mr. Lawson but did secure for the National Park Service a 50% right to water form a well developed by the State at the Oliver Lee Ranch House site.

Regarding the intent to transfer the property, I have enclosed a copy of the 1978 legislation and a copy of the 1983 Memorandum of Agreement with the State Parks.

Your careful review of these materials and thoughtful consideration of this proposal will be much appreciated.

Dennis L. Ditmanson

Enclosures

cc: Jennifer Salisbury
Secretary
New Mexico Department of
Energy, Minerals, and Natural Resources
2040 South Pacheco
Santa Fe, New Mexico 87505

MEMORANDUM OF AGREEMENT
BETWEEN
THE NATIONAL PARK SERVICE
AND
THE NEW MEXICO STATE PARK AND RECREATION DIVISION

This Memorandum of Agreement, which is between the National Park Service, represented by the Regional Director, Southwest Region, and hereinafter referred to as the SERVICE; and the NEW MEXICO STATE PARK AND RECREATION DIVISION, represented by Director, and hereinafter referred to as the DIVISION.

WITNESSETH:

WHEREAS, Section 301(19) of Public Law 95-625 (92 Stat. 3475) amended the boundaries of White Sands National Monument to delete, among others, certain lands described on Exhibit "A" hereto and hereinafter referred to as the Dog Canyon Tract; and

WHEREAS, Section 303(b)(1) of said Law provides that lands deleted from any area pursuant to Section 301 may be exchanged for non-Federal lands within the revised boundaries of such area; and

WHEREAS, the State of New Mexico owns lands within the revised boundaries of White Sands National Monument, and would exchange its lands for the Dog Canyon Tract, which would become part of the Oliver Lee Memorial State Park, if agreement were reached on land values; and

WHEREAS, the SERVICE would be amenable to such exchange, subject to the reservation by it of a small acreage and the major part of the water rights in the Dog Canyon Tract, and provided that agreement were reached on land values; and

WHEREAS, during the period in which an exchange is pursued, it would be in the interests of the SERVICE and the State of New Mexico to have the DIVISION manage and protect the Dog Canyon Tract;

NOW, THEREFORE:

A. The SERVICE agrees, on the lands referred to as the Dog Canyon Tract;

improvements placed upon the land with the approval of the National Park Service in accordance with Section B 2. of this Memorandum of Agreement.

2. That each every provision of this Memorandum of Agreement is subject to the laws of the United States and the laws of the State of New Mexico, and to the delegated authority in each instance;

3. That no member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Memorandum of Agreement, or to any benefit to arise therefrom, unless it is made with a corporation for its general benefit;

4. During the performance of this agreement, the cooperators agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The cooperators will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin;

5. That this Memorandum of Agreement shall become effective when signed by the parties hereto and shall continue in force until terminated by mutual agreement or by either party upon six months' notice in writing to the other of its intention to do so. Amendments to this Memorandum of Agreement may be proposed by either party and shall become effective upon approval by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the date last signed below.

W. E. Brandhall
WITNESS

7-21-93
DATE

NATIONAL PARK SERVICE

By: Robert D. Sims
Regional Director

Loretta Sanchez
WITNESS

April 28, 1983
DATE

NEW MEXICO STATE PARK & RECREATION DIVISION

By: Mark K. Fish
Director

Loretta Sanchez
WITNESS

April 28, 1983
DATE

NEW MEXICO NATURAL RESOURCES DEPARTMENT

By: Hurley Dial Watt
Secretary

EXHIBIT "A"

That portion of Otero County, State of New Mexico described as follows:

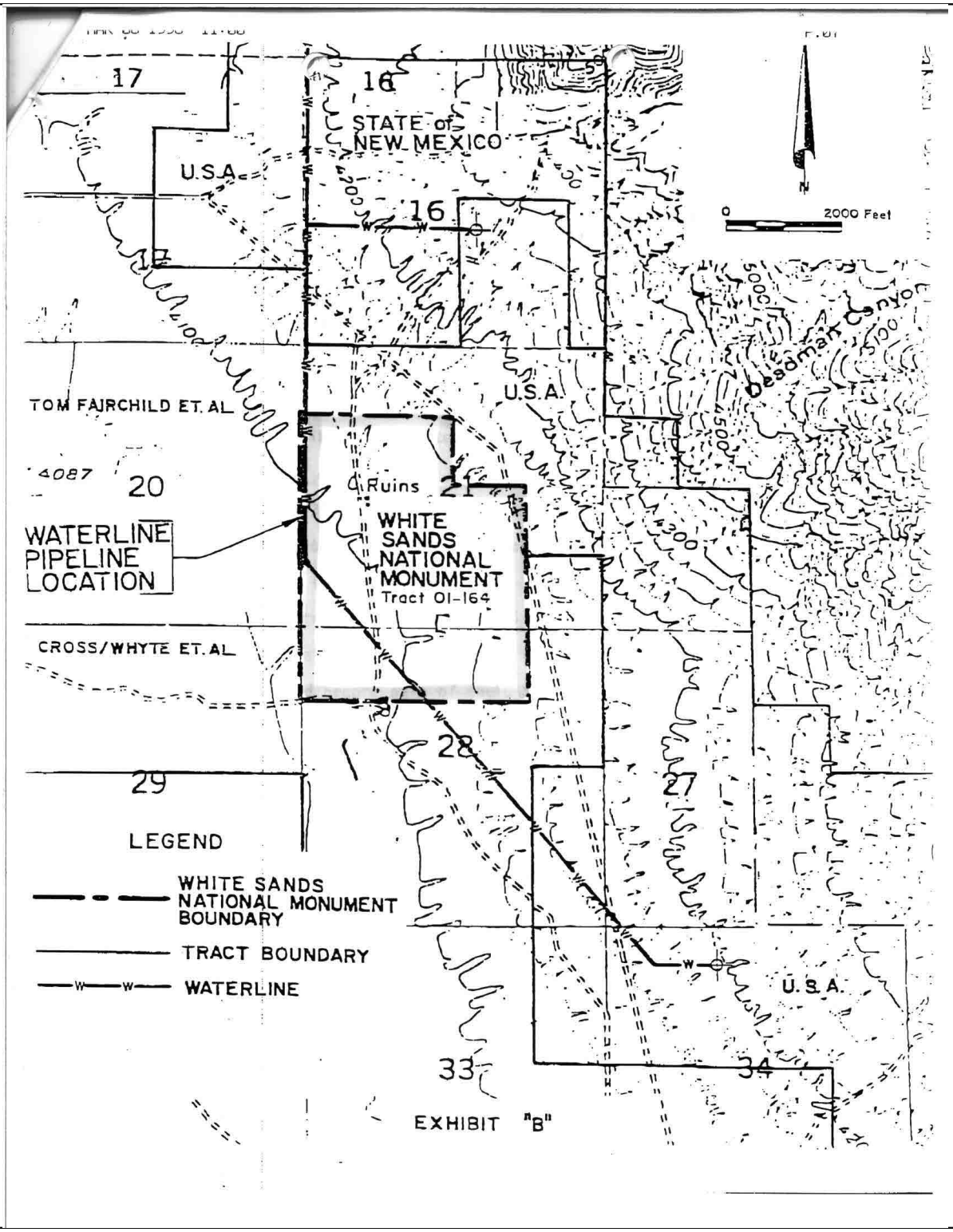
New Mexico Principal Meridian

T. 18 S., R. 10 E.,

Sec. 21, S½NW¼, SW¼, and W½SE¼;

Sec. 28, NW¼NE¼, and N½NW¼.

Excepting all minerals in or upon said tract.
Containing 440.00 acres, more or less.


17
16
STATE of NEW MEXICO
U.S.A.
16
0 2000 Feet
N
Desamat Canyon
U.S.A.
TOM FAIRCHILD ET. AL
4087
20
Ruins
21
WATERLINE PIPELINE LOCATION
WHITE SANDS NATIONAL MONUMENT
Tract 01-164
CROSS/WHYTE ET. AL
28
29
27
LEGEND
WHITE SANDS NATIONAL MONUMENT BOUNDARY
TRACT BOUNDARY
WATERLINE
U. S. A.
33
34
EXHIBIT "B"

28. White Sands

An Act to authorize additional appropriations for the acquisition of lands and interests in lands within the Sawtooth National Recreation Area in Idaho. (92 Stat. 3467) (P.L. 95-625)

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

TITLE III—BOUNDARY CHANGES

SEC. 301. The boundaries of the following units of the National Park System are revised as follows, and there are authorized to be appropriated such sums as may be necessary, but not exceed the amounts specified in the following paragraphs for acquisitions of lands and interests in lands within areas added by reason of such revisions:

* * * * * * *

(19) White Sands National Monument, New Mexico: To add approximately three hundred and twenty acres, and delete approximately seven hundred and sixty acres as generally depicted on the map entitled, "Boundary Map, White Sands, National Monument, New Mexico", numbered 142/20,010-A, and dated November 1973.

SEC. 302. Within twelve months after the date of the enactment of this Act, the Secretary shall publish in the Federal Register a detailed map or other detailed description of the lands added or excluded from any area pursuant to section 301.

SEC. 303. (a) Within the boundaries of the areas as revised in accordance with section 301, the Secretary is authorized to acquire lands and interests therein by donation, purchase with donated or appropriated funds, exchange, or transfer from any other Federal agency. Lands and interests therein so acquired shall become part of the area to which they are added, and shall be subjected to all laws, rules, and regulations applicable thereto. When acquiring any land pursuant to this title, the Secretary may acquire any such land subject to the retention of a right of use and occupancy for a term not to exceed twenty-five years or for the life of the owner or owners. Lands owned by a State or political subdivision thereof may be acquired only by donation.

(b)(1) Lands and interests therein deleted from any area pursuant to section 301 may be exchanged for non-Federal lands within the revised boundaries of such area, or transferred to the jurisdiction of any other Federal agency or to a State or political subdivision thereof, without monetary consideration, or be administered as public lands by the Secretary, as the Secretary may deem appropriate.

(2) In exercising the authority contained in this section with respect to lands and interests therein deleted from any such area which were acquired from a State, the Secretary may, on behalf of the United States, transfer to such State exclusive or concurrent legislative jurisdiction over such lands, subject to such terms and conditions as he may deem appropriate, to be effective upon acceptance thereof by the State.

(c) It is the established policy of Congress that wilderness, wildlife conservation, and park and recreation values of real property owned by the United States be conserved, enhanced, and developed. It is further declared that to be the policy of Congress that unutilized, underutilized, or excess Federal real property be timely studied as to suitability for wilderness, wildlife conservation, or park and recreation purposes. To implement this policy, the Secretary, the Administrator of General Services, and the Director of the Office of Management and Budget shall establish a system with appropriate procedures to permit the Secretary full and early opportunity to make such studies and propose appropriate recommendations to disposing agencies for consideration in connection with determinations of further utilization or disposal of such property under existing law. Each affected executive agency is authorized and directed to provide to the Secretary such advice and information relating to such studies as the Secretary may request.

SEC. 304. The authorities in this title are supplementary to any other authorities available to the Secretary with respect to the acquisition, development, and administration of the areas referred to in section 301.

* * * * * * *

Approved November 10, 1978.

Boundary Amendments Under Public Law 95-625 (92 Stat. 3467), White Sands National Monument

Additions:

T. 18 S., R. 8 E., Sec. 5, Lots 1, 2, 3, and 4, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$; Sec. 6, $S\frac{1}{2}SE\frac{1}{4}$.

Deletions:

T. 18 S., R. 7 E., Sec. 12, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ (both exclusive of Federal Highway right-of-way).

T. 18 S., R. 8 E., Sec. 8, $N\frac{1}{2}$, $SW\frac{1}{4}$.

T. 18 S., R. 10 E., Sec. 21, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$; Sec. 28, $N\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$.

The Commissioner's questions related to the Park Service's willingness and ability to pay money damages to the State and its grazing lessees if the exchange is not consummated. The Department of Justice has assured this office that any money judgments in the case would be paid by either the Department of Justice or the Department of the Army.

If this office can be of further service to you in this matter, please do not hesitate to call.

Gayle E. Manges

Gayle E. Manges
Field Solicitor, Santa Fe

03-24-1981: memorandum to regional director, southwest region, nps from field solicitor, santa fe regarding park service exchange

United States Department of the Interior
OFFICE OF THE SOLICITOR
Field Office, Southwest Region
331 Sandoval Street
P.O. Box 1042
Santa Fe, New Mexico 87501

March 24, 1981

MAR 26 1981

	Action	Info	Initial
D			
DD			
A			
O			3/26
F			
PA			
MC			
L			
File			

2 OLA

Memorandum

To: Regional Director, Southwest Region, National Park Service

From: Field Solicitor, Santa Fe

Subject: Park Service Exchanges - White Sands National Monument, New Mexico

By memorandum dated February 25, 1981, the transfer of Park Service lands within White Sands National Monument to the State of New Mexico was considered under Section 5 of the Act of July 15, 1968. 16 U.S.C. § 4601-22 and 36 CFR Part 17. Review has now been requested of a proposed exchange with the State of New Mexico under Section 303 of the National Parks and Recreation Act of 1978, 92 Stat. 3476. The suggestion was made that the lands described as the Dog Canyon section of White Sands National Monument be exchanged with the State of New Mexico for other State lands within New Mexico required for Park Service purposes, specifically, lands adjacent to Bandelier National Monument, New Mexico.

It is provided in Section 301(19), that within White Sands, the Park Service is authorized to add approximately 320 acres and delete approximately 760 acres as depicted on Map 142/20,010-A, dated November 1973. In this map, the Dog Canyon section is designated as an area to be deleted from Park Service ownership. A proposal dated April 1977 sets forth that the Dog Canyon tract of 440 acres, together with a portion of the water rights, will be exchanged with the State for State-owned lands adjacent to Bandelier National Monument. Such exchange, however, was not specifically authorized in the Parks and Recreation Act of 1978 for White Sands. or any other legislation, although a similar provision was included for Tuzigoot National Monument, Arizona, in Section 301(18). Therefore, the acquisition policy for White Sands must be distinguished from that authorized for Tuzigoot. General acquisition authority in the National Parks and Recreation Act of 1978 is set forth in Section 303. It is provided in Section 303(a) as follows:

> "Within the boundaries of the areas as revised in accordance with section 301, the Secretary is authorized to acquire lands and interests therein by donation, purchase with donated or appropriated funds, exchange, or transfer from any other Federal agencies. . . Lands owned by a State or political subdivision thereof may be acquired only by donation."

The lands the Park Service seeks to acquire for Bandelier are not a subject of the Parks and Recreation Act. The Act contains no revised boundary at Bandelier.

It is provided in Section 303(b), as follows:

> "Lands and interests therein deleted from any area pursuant to Section 301 may be exchanged for non-Federal lands within the revised boundaries of such area, or transferred to the jurisdiction of any other Federal agency or to a state or political subdivision thereof, without monetary consideration, or be administered as public lands by the Secretary, as the Secretary may deem appropriate."

Therefore, considering the Dog Canyon section, the Act specifically authorizes the United States to exchange it for State land but only if the State land to be acquired is within the revised boundaries of White Sands. In addition, the Park Service may donate the Dog Canyon section land to the State. The issue is whether the White Sands section could be exchanged for State lands adjacent to Bandelier. Unless you are familiar with some legislative history to the contrary, Section 303(b) provides that lands deleted from White Sands pursuant to Section 301 may be exchanged for non-Federal lands but only for such lands "within the revised boundaries of such area." Therefore, the Bandelier lands could not be exchanged with the State for the Dog Canyon section under Section 303 of the National Parks and Recreation Act of 1978.

Returned is your file, including the opinion dated February 25, 1981.

Gayle E. Manges
Field Solicitor, Santa Fe

Enclosure

cc:
Regional Solicitor, Southwest Region
(w/o enclosure)

United States Department of the Interior
NATIONAL PARK SERVICE
SOUTHWEST REGION
P.O. Box 728
Santa Fe, New Mexico 87501

IN REPLY REFER TO:
L54(SWR)OM

July 8, 1980

Memorandum

To: Chief, Division of Lands, SWR

Through: Chief, Division of Maintenance, SWR

From: Hydraulic Engineer, Water Resources

Subject: Water Rights - Dog Canyon, White Sands National Monument

In response to your verbal request the following is my response.

Objective I - To quantify water needs for White Sands National Monument.

Based on visitor projections till the year 2000, our studies show that 20-acre feet of water per annum will be needed to satisfy the total municipal water needs of the monument. The above information was presented to the Water Resources Council in our 1975 Land and Water Resources Report.

Objective II - To quantify the total U. S. claim to water at Dog Canyon, White Sands National Monument.

Quantity of water acquired by the U. S. in Declaration of Taking #2399 entered October 13, 1939 and judgement of February 29, 1940, claimed rights to all waters of Dog Canyon (Lawson Tract).

Accordingly no quantity was declared nor has it been done by anyone to date.

Objective III - Is the U. S. water claim still valid under State Law?

The U. S. claim is legally weak, however, the water right is still valid until the State of New Mexico brings legal action against the U. S. under State Law (75-5-26) - forfeiture of water right.

DISCUSSION OF OBJECTIVES

Objective I - Self explanatory, no discussion required.

Objective II - The exact quantity of water to which the U. S. has a legal claim is uncertain (correspondence file). Accordingly, unless directed by the State Engineer in adjudication process or by the courts, the U. S. should not quantify the total waters available at Dog Canyon that is available for development until the last moment allowed by law. The quantity of 20-acre feet per annum cited earlier is for municipal use only and does not reflect environmental needs e.g. wildlife, vegetation, and White Sands replacement (prime resource).

Objective III - If the State initiates legal action in order to show that the U. S. forfeited its claim to Dog Canyon water for failure to place the water to beneficial use (75-5-26) they would have a good case. Since the U. S. acquired the Lawson Tract and the appurtenant claims to water in 1940, the water has not been used. Legal protection of the U. S. claim will have to rely on the following arguable facts however tenuous they may be.

A. The U. S. still intends to develop the Dog Canyon water if the Air Force elects to enforce Paragraph 19 Contract Period of Memorandum of Understanding Contract No. AF 29(001)-S-81 dated January 5, 1951 between the Air Force and National Park Service. Paragraph 19 states that the Air Force may terminate this MOU at any time by giving notice, in writing to the Park Service of its intention to terminate the contract at least thirty (30) days in advance of the effective date of termination.

B. The U. S. has placed the claimed waters of Dog Canyon to beneficial use by allowing the Air Force to use its water at Dog Canyon. The above action was initially expressed by Special Use Permit 3:142:1681 executed on June 16, 1966 and later amended by Special Use Permit 3:142.7 executed on July 2, 1971. The latter action expires in 1991. It should be noted, however, that the Air Force has not constructed a water line from the Lawson Tract to their existing water line at the Government well field, nor has the Park Service filed in behalf of the Air Force a petition with the State Engineer to transfer the point of diversion from Lawson Tract to the Government Well Field or to change its purpose from agricultural to municipal as required by State law.

The following alternatives are available to the National Park Service regarding the planned land exchange with the State of New Mexico.

1. Do not release the Lawson Tract with its appurtenant water rights to the State of New Mexico.

2. Exchange the land but not the water rights - this will require that the NPS separate the water from the land under law and transfer its point of diversion to the Government well field. This action will also require that the NPS quantify its claims to water and a new agreement (MOU) be constructed with the Air Force allowing them to use all water surplus to White Sands demand. This alternative will require that the Air Force go along with the whole idea.

3. Separate only 20-acre feet of water from the Lawson Tract and comply with the details expressed in Alternative 2.

4. Exchange all land and water with the State.

Conclusion and Recommendations

The Tularosa Basin is expected to experience continued growth in an area with a very finite supply of fresh water. While the availability of fresh water is not considered to be critical at this time projections made by the State Engineer's Office show that the depletion of fresh water resources will increase as water demands increase in the future. The water situation is expected to be critical by the year 2000. To offset the expected, the State has been studying the feasibility of constructing large capacity desalination plants to convert brine water to fresh water. The plants will be scattered throughout the Basin.

In the interim, however, it is recommended that Alternative #2 be adopted. (Exchange the land but not the water). Waters from Dog Canyon will still be available for development. Ground water can be developed by the State of New Mexico without the State Engineer's approval at this time as the Tularosa Basin is an undeclared groundwater basin. The NPS may need the water sometime in the future.

Should you have any questions "YELL".

Garland Moore

Garland Moore

1-15-77

JUSTIFICATIONS

Legislative Proposals

II. ALL OTHER PROPOSALS:

1. White Sands National Monument

A. Garton Lake Area

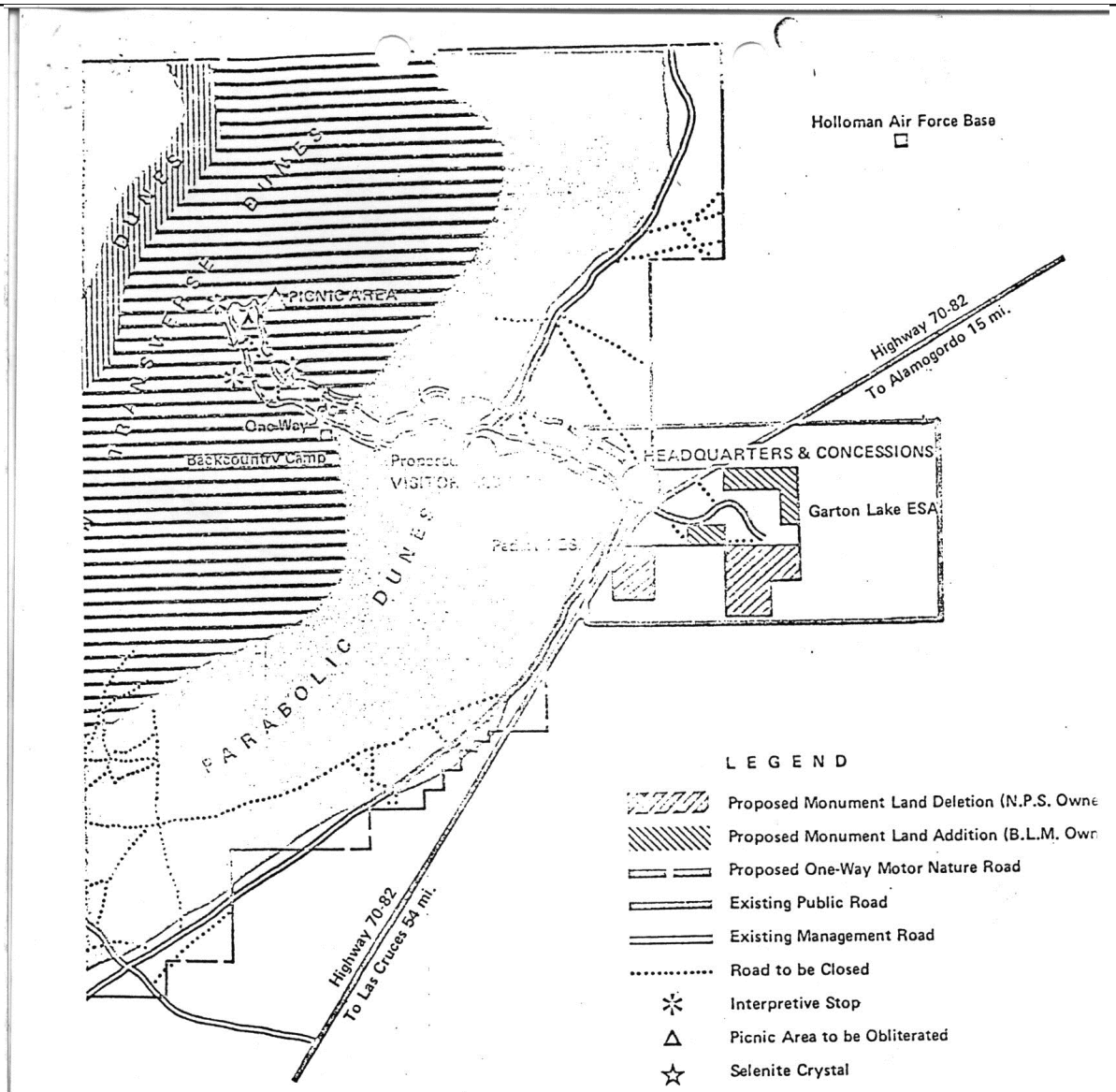
It is proposed that two parcels of National Park Service land in the Garton Lake tract be exchanged for two Bureau of Land Management parcels in the same vicinity. This minor boundary adjustment will provide a more appropriate boundary for the National Park Service and eliminate a long-standing memorandum of agreement type operation, as well as allow for a more reasonable land management practice by both agencies.

Justification

Through a "Memorandum of Agreement," the Bureau of Land Management administers the grazing rights on two parcels of National Park Service lands. In turn, the National Park Service controls grazing rights on two parcels of Bureau of Land Management land.

Proper management of these parcels needs to be exercised on a permanent basis and in a manner that will benefit all concerned. A land trade appears to be the logical method.

The Bureau of Land Management parcels will provide the National Park Service with continued and needed control along the highway. The National Park Service lands will add continuity to the Bureau of Land Management grazing lands to the south, and a more manageable boundary for both parties.



GENERAL PLAN
& CIRCULATION SYSTEM

WHITE SANDS NATIONAL MONUMENT
NEW MEXICO

5,000
Feet

142
Dec. 72

The parcels of land involved are similar in character with regard to the natural history involved. All of the land is level, high desert type terrain with low salt bush type vegetation. The small amount of acreage involved should have no adverse effects on either agency's management policies, since the proposed boundary revision will merely authorize the realignment of boundaries as they are being currently managed.

B. Dog Canyon Area

We propose to trade or dispose of the Dog Canyon water rights and the 440 acres of land (Lawson Tract, or old Oliver Lee Ranch) which holds the water rights. This parcel was originally acquired by the National Park Service in 1940 for the water rights.

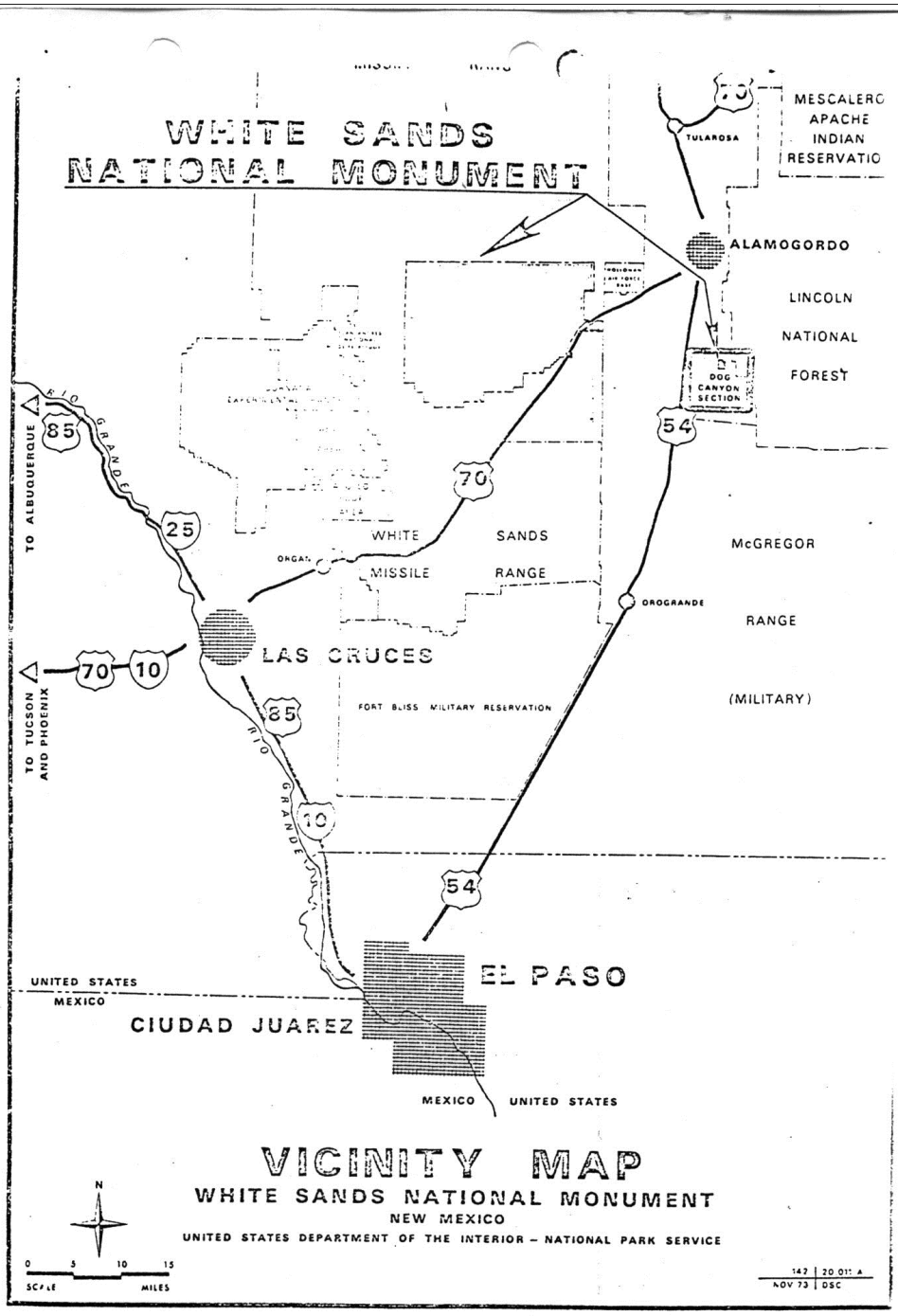
The intent of the National Park Service was to pipe water from the mouth of Dog Canyon to the headquarters area of White Sands National Monument. However, ample water was allotted to White Sands National Monument in 1952 by the Air Force at Holloman Air Force Base, only seven miles distant; thus providing a more feasible solution.

Justification

The water rights at the mouth of Dog Canyon were acquired by the National Park Service through purchase of a portion of the old "Oliver Lee Ranch" (purchased as the "Lawson Tract"). This parcel of 440 acres included the old ranch house, barn, windmill, and parts of a corral.

The original intent of the National Park Service was to pipe the water from the mouth of Dog Canyon to White Sands National Monument headquarters for a domestic water supply. However, funding was a continual problem.

In 1952 water became available from the Air Force at Holloman Air Force Base, a distance of seven miles from the headquarters


WHITE SANDS
NATIONAL MONUMENT
MESCALERO
APACHE
INDIAN
RESERVATIO
TULAROSA
ALAMOGORDO
LINCOLN
NATIONAL
FOREST
DOG
CANYON
SECTION
54
70
85
25
RIO GRANDE
TO ALBUQUERQUE
WHITE SANDS
MISSILE RANGE
ORGAN
McGREGOR
RANGE
(MILITARY)
OROGRANDE
LAS CRUCES
70
10
TO TUCSON
AND PHOENIX
FORT BLISS MILITARY RESERVATION
85
RIO GRANDE
10
54
EL PASO
UNITED STATES
MEXICO
CIUDAD JUAREZ
MEXICO
UNITED STATES
VICINITY MAP
WHITE SANDS NATIONAL MONUMENT
NEW MEXICO
UNITED STATES DEPARTMENT OF THE INTERIOR – NATIONAL PARK SERVICE
N
0 5 10 15
SCALE MILES
142 | 20,011 A
NOV 73 | DSC

area. This allotment provided a more reliable source, more easily piped, and at a much more economical cost. Funds were found for this project.

The need for water from the springs of Dog Canyon is no longer valid, since ample water is now available from Holloman Air Force Base. Also, the ownership of the land is no longer necessary as the water rights were attached to this parcel of land. It appears logical either to trade or transfer this tract of land to another agency. This will allow better continuity of management practices and provide for a different use of the tract.

This 440-acre parcel contains the remains of the old ranch house, the barn, a windmill, and parts of a corral. The ranch buildings were once proposed for inclusion on the National Register of Historic Landmarks. However, since the buildings were extensively modified by a movie-making company in the 1950's, it has been deemed that the site no longer qualifies for nomination to the Register.

A portion of a prehistoric Indian pueblo (Fairchild Ruin) also extends onto the southeast corner of the parcel. However, this too is deemed not significant to warrant retention of the area by the National Park Service.

Submission to WASO

January 15, 1977

UNITED STATES
DEPARTMENT OF THE INTERIC
NATIONAL PARK SERVICE
White Sands National Monument
P. O. Box 458
Alamogordo, New Mexico 88310

IN REPLY REFER TO:
L2621

August 24, 1966

Memorandum

To: Regional Director

From: Superintendent, White Sands

Subject: Annual Report NPS(APG)-11, Identification of Excess Real Property

All real property at this installation has been reviewed. A detached tract of 440 acres known as the "Dog Canyon Tract" and located in Township 18 South, Range 10 East, New Mexico Principal Meridian, is now excess to the requirements of the national monument.

The land was purchased on January 27, 1940, for $3,000 and includes water rights now valued separately at $239.99; the seller was one J. L. Lawson. More particularly, the land is described as the S½ of the NW¼, the SW¼, and the W½ of the SE¼ of Section 21, and the N½ of the NW¼ and the NW¼ of the NE¼ of Section 28 in the township described above. There are no improvements of any value on the land.

Donald A. Dayton

Donald A. Dayton

L 2621
APG-11

02-04-1966: memorandum to director from acting regional director regarding garton well and dog canyon tracts, white sands

Southwest Region
P.O. Box 728
Santa Fe, New Mexico
87501

L1425

FEB 4 1966

Fields
Wirth
Kirkenbaum

Memorandum

To: Director

From: Acting Regional Director

Subject: Garton Well and Dog Canyon Tracts, White Sands

This is in reply to Mr. Flynn's memorandum of November 24 coded L54-SLW relating to the possible disposal of Garton Well and Dog Canyon sites, White Sands National Monument. Enclosed is a copy of Superintendent Dayton's memorandum dated December 6 which sets out his reaction relative to this proposed disposal of land.

We are in the process of initial planning with the State Highway Department in an attempt to realign U. S. Highway 70 as it passes the entrance to the Monument. This planning will include an interchange which will allow entrance into the Monument and the Garton Lake property at the same point. In order to have some voice in the design and finished product in the proposed interchange, we are considering it as a project in the Monument road program with and approximate cost of $125,000.

For your information the Garton Lake Tract was acquired under the authority of the Act of June 6, 1942, Section 2, Public Law 594, 77th Congress, Second Session. Because of the planning problem and the existence of the Monument's water storage tank and sewage lagoon with related facilities being located on the Garton Lake property, it is our recommendation that we take no steps at this time to dispose of the property.

The Dog Canyon property was acquired by the National Park Service for use as a water source and has long since lost its usefulness. This land was condemned in a Declaration of Taking filed June 9, 1939. As a result of this condemnation suit, Final Judgment was submitted by District Court of the United States for the District of New Mexico on February 29, 1940, approved by the Assistant Attorney General for New Mexico. We have no objections to any legal disposal of this property as it is no longer needed for the Monument.

SIGNED

George W. Miller

WEFields:dmr
1/26/66

In duplicate
Enclosure
cc: Superintendent, White Sands
w/o enc.

L1425
WHSA

Form 10-559
Nov. 1958)

U. S. DEPARTMENT OF THE INTERIOR - NATIONAL PARK SERVICE

FIXED PROPERTY RECORD

DESCRIPTION OF PROPERTY (Include reference to the location within the Park, how the asset was acquired, name of contractor, etc

LANDS

PURCHASED - DEED NO. 7 (SEE DEED NO. 8 FOR WATER RIGHT)

LOCATION OF PROPERTY: DOG CANYON (NEW MEXICO)

HOW ASSET ACQUIRED: PURCHASED

NAME OF CONTRACTOR: J. L. LAWSON

CONTRACT NO. DEED NO. 7

OTHER: RIGHT BASED ON DECREE 914, RECORDED OTERO COUNTY VOLUME B, PAGES 553 - 557 - DOG CANYON.

Line	DATE	REFERENCE		QUANTITY			COST		
		Journal Vou.	Other	Unit	No. of Units	Accumulated Total	Direct Costs	Indirect Costs	Accumulated Costs
1	5/13/59	33-228				440 A.	$ 3,000.00		$ 3,000.00
2									
3									
4									
5									

G.L. Acct. No.	General Classification	Sub-Classification	Region	State	Park or Office
100.1	LANDS	PURCHASED WITH GENERAL LAND ACQUISITION FUNDS	THREE	NEW MEXICO	WHITE SANDS

Form 10-559
Nov. 1958)

U. S. DEPARTMENT OF THE INTERIOR - NATIONAL PARK SERVICE

FIXED PROPERTY RECORD

DESCRIPTION OF PROPERTY (Include reference to the location within the Park, how the asset was acquired, name of contractor, etc

Water Rights transferred from Wahsington Office Accounts on Journal Voucher 99-262 of May 18, 1965 (SWRO posting 6/30/65)

DATE	REFERENCE		QUANTITY			COST		
	Journal Vou.	Other	Unit	No. of Units	Accumulated Total	Direct Costs	Indirect Costs	Accumulated Costs
6/25/65	99-262					$	$ 239.99	$ 239.99

G.L. Acct. No.	General Classification	Sub-Classification	Region	State	Park or Office
100.2	WATER RIGHTS		SW	NEW MEXICO	WHSA

07-27-1965: memorandum to regional director from superintendent, white sands regarding dog canyon property, white sands

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WHITE SANDS NATIONAL MONUMENT
P. O. Box 458
ALAMOGORDO, NEW MEXICO 88310
JULY 27, 1965

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
JUL 29 1965

	Surname	Date
Regional Director		
Operations		
Administration		
Coop. Activities		
Development		
Resource Studies		
Files		

IN REPLY REFER TO:
L1415

MEMORANDUM

TO: REGIONAL DIRECTOR

FROM: SUPERINTENDENT, WHITE SANDS

SUBJECT: DOG CANYON PROPERTY, WHITE SANDS

in CA files

ATTACHED IS A PHOTO OF THE DOG CANYON PROPERTY AS REQUESTED BY ASSISTANT REGIONAL DIRECTOR ALLIN. WE HAVE OUTLINED THE BOUNDARY IN INK ON THE PHOTO. THE PHOTO WAS TAKEN LOOKING WEST FROM THE CLIFFS ABOVE THE MOUTH OF DOG CANYON. THIS WAS THE CLOSEST POINT TO THE PROPERTY THAT WE COULD GAIN ENOUGH ELEVATION TO GET A SHOT OF THE ENTIRE ACREAGE.

AS I UNDERSTAND IT, WE HAVE WATER RIGHTS TO APPROXIMATELY 30 GALLONS PER MINUTE OF THE FLOW OUT OF THE CANYON AND A RIGHT OF WAY FOR A DITCH OR PIPELINE FROM THE MOUTH OF THE CANYON TO THE DOG CANYON PROPERTY. AT THE PRESENT TIME, THE FLOW OUT OF THE MOUTH OF THE CANYON IS SMALL

THE OLD ADOBE RANCH IS LOCATED IN THE CENTER OF THE NORTHEASTERN PORTION OF THE PROPERTY. THIS RANCH HAS NOW DETERIORATED TO THE POINT WHERE RESTORATION WOULD NOT BE FEASIBLE. SOME OF THE WALLS AND A PORTION OF THE ROOF HAVE CAVED IN.

Donald A. Dayton
DONALD A. DAYTON

L1425
Whsa

02-06-1976: memorandum to regional director, southwest region from superintendent, white sands regarding memorandum of agr

RECEIVED
NPS SOUTHWEST REGIONAL OFFICE
FEB 9 1976
D
DO
A
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PA
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EC
Files

United States Department of the Interior
NATIONAL PARK SERVICE
White Sands National Monument
P.O. Box 458
Alamogordo, New Mexico 88310

IN REPLY REFER TO:

L3035

February 6, 1976

Memorandum

To: Regional Director, Southwest Region

From: Superintendent, White Sands

Subject: Memorandum of Agreement

Handled by phone

We enclose copies of a recently concluded agreement between the 6585th Test Group/Aeronautical Test Division, Holloman Air Force Base, and White Sands National Monument. We can well imagine that at first glance there is considerable wrinkling of the brow with respect to the step taken here, but we hope the explanation will make the reasoning we have used sound plausible. We enclose a map and a few pictures to give you a better grasp of the situation.

The 6585th Test Group is based at Holloman and carries out a program of research involving the high-speed test track, launching of high atmosphere balloons, and the use of drones set into flight in coordination with White Sands Missile Range. This latter activity is the phase of their operations that has involved directly the lands within the monument, and is the basis for this agreement. The drones are launched from a spot identified on the enclosed map as "Mace." This is in Sec. 5, T17S, R8E. The direction of launch is towards the monument because of safety factors involved in other headings. When the drone is airborne, some components of the vehicle are jettisoned and these fall onto the lands within the monument at the very northeast corner of Sec. 6, T17S, R8E. A picture of the type of drone is shown as Fig. 24 in the publication "White Sands Missile Range Use of White Sands National Monument Land, April 1974," of which we believe you have a copy. These pieces of debris cause little or no damage to the vegetation and are removed by Air Force crews. It is this action that has brought about the agreement to document the procedures for informing the monument when drones are to be launched, and to clarify the precise manner in which the debris is to be removed.

The testing by the Air Force involving this particular location has been going on for quite a few years. However, we were not aware that the launching could be of peril to people or that the cleanup of debris was of some significance. It was assumed, wrongly so, that it was all a part

Copy to A44 Whsa w/enc.
Copy to A7019 Whsa w/o encl.

L-OWhs
U.S.A.

03-21-1966: letter to acting deputy for civil engineering, usaf from assistant director regarding master plan proposals for white san

L54-CHP

MAR 21 1966

Garrett
Reed
Cover
Kornelis

Mr. Ray V. Land
Acting Deputy for Civil Engineering
Air Force Missile Development Center
United States Air Force
Holloman Air Force Base, New Mexico 88330

Dear Mr. Land:

We have now had an opportunity to review the Master Plan proposals for White Sands National Monument and their possible effect on the overall development and administration of the monument.

We are in the process of initial planning with the State Highway Department in an attempt to realign U. S. Highway 70 as it passes the entrance to the monument. This planning will include an interchange which will allow entrance into the monument and the Carton Lake property at the same point. Because of the planning problem and the existence of the monument's water storage tank and sewage lagoon with related facilities being located on land south of Highway 70, we do not plan at this time to dispose of the property. However, we have determined that the Dog Canyon tract, consisting of 440 acres in T. 18 S., R. 10 E., is surplus to our needs. Since the tract was added to the White Sands National Monument by statute, it would require an act of Congress to delete it from the monument, and such action would take some time to accomplish. If the Air Force requires use of the Dog Canyon tract for water supply purposes, this might be accomplished by special-use permit.

May we suggest you discuss this proposal with Superintendent Donnal Dayton who will be pleased to meet with you and explain how such a permit might operate to our mutual advantage.

Sincerely yours,

(sgd) Howard W. Baker

Assistant Director

cc:
Regional Director, Southwest

(SLM, SLR, CHP

00-00-0000: letter to director, nps from acting deputy for civil engineering regarding land for development of water supply for hollo

HEADQUARTERS
AIR FORCE MISSILE DEVELOPMENT CENTER
AIR FORCE SYSTEMS COMMAND
UNITED STATES AIR FORCE
Holloman Air Force Base, New Mexico 88330

Rec'd 7/6 Personal

REPLY TO ATTN OF: MDE

SUBJECT: Land for Development of Water Supply for Holloman AFB and White Sands National Monument

12 JUL 5

TO: Mr. George Hartzog, Jr.
Director, National Park Service
Washington D. C. 20333

Dear Mr. Hartzog

1. Reference our telephone discussion on 29 Jun 65 concerning release of a portion of White Sands National Monument acreage, lying south of Highway 70, encompassing the Carton Well. There has been a considerable amount of interest generated by the municipal officials of Alamogordo, and the State Planning Commission for development of a recreational area in this vicinity. If the Park Service has no plans for development, and would consider declaring a portion as excess to their needs, we would like to acquire same, and trade with the State of New Mexico for a 600 acre tract we need badly for water development. An arrangement of this type would not only help the Air Force, but also the White Sands National Monument. We are presently furnishing the Monument 300,000 gallons of water per month and have agreed to increase that amount to 1.5 millions if required. The acquisition of the 600 acres adjacent to our present well field will insure adequate water for both the Air Force and the Park Service for many years.

2. As a matter of information, we have a contract with the United States Geological Survey and Doctor Theodosis, Geologist, to assist us in establishing a comprehensive long range water resources development for this area. On the attached map we have identified the Monument tract as "A", the 600 acres of State Land as "B", our well fields as "C", and Tract "D" which was acquired as a potential water source for the Monument years ago.

3. We appreciate your interest in this matter and hope something can be worked out that will be satisfactory to all parties concerned.

Sincerely

Ray V. Land

RAY V. LAND
Acting Deputy for Civil Engineering

1 Atch
Map (dup)

WR Copy

APR 3 - 1961

L3019-RAF

Memorandum

To: Regional Director, Region Three

From: Director

Subject: Grazing Permit 14-10-333-178, White Sands, Tom and Sam Fairchild

The above permit expires June 30, 1961. This, and other earlier permits for the use of the Lawson Tract, has been granted to maintain water use for irrigation and stock watering under the decreed Dog Canyon water rights appurtenant to that tract until this Service completed amendments to permit the use of the water at the Monument.

Since the withdrawal of Federal Declaration No. 2399 (Docket 1) of intent to amend the water right, by the Regional Director's letter of January 30, 1956, to the State Engineer, this Service has had no personal interest in the land or water rights. However, it is still necessary for this Service to dispose of the Lawson Tract, and its value will be greater to others if the water rights are still appurtenant. The Chief of the Water Resources Section has referred the procedural problems of capital value and disposal to the Finance Officer in a memorandum of March 22, with copies to you and the Superintendent.

Disposal is apparently still dependent on legislation to eliminate the Lawson Tract from the Monument, in accordance with Mr. Scoyen's memorandum of March 2, 1956. Mr. Tillotson's memorandum of April 26, 1954, also indicates that the Air Force and Forest Service had no interest in the Tract, and the Bureau of Land Management might be interested in the land, but was not at the time interested in the water rights. Mr. Dunn advises that the Bureau of Land Management has changed its policy, in some cases, since 1954, with regard to whether stock watering rights should be in the name of the United States or its permittee.

This suggests that final disposal of the Lawson Tract may not be possible for some time. We consider it a needless responsibility

for this Service to have to administer the grazing, but I believe that there should be some Federal authority for the use of the land if it is grazed. We suggest that you investigate the possibility of an agreement under which the Bureau of Land Management might assume the responsibility for grazing permits after June 30, while the land is under National Park Service jurisdiction. If this isn't possible, issue the permit subject to revocation when the Service releases the land.

By (SGD) CONRAD L. WIRTH

Director

In duplicate

Copy to: Accounts
Forestry & Wildlife
Water Resources Section

AvanVDunn:STC:bc 3/27/61

03-22-1961: memorandum to finance officer from chief, water resources section regarding disposal of lawson tract and appurtena

White Sands

WRC

L54-CHL

March 22, 1961

Memorandum

To: Finance Officer

From: Chief, Water Resources Section

Subject: Disposal of Lawson Tract and Appurtenant Water Rights, Docket 1, Dog Canyon, White Sands

Following are my suggestions for consideration by you and the Regional Director. The Lawson tract is carried on the Real Estate inventory.

The subject docket shows that the 440 acre Lawson tract was condemned with a $3,000 deposit with the declaration of taking of June 9, 1939. The value was based on appraisal of $1,320 for land, $2,500 for water rights with decree of June 30, 1910, and $1,000 for buildings and fences and other improvements, or a total of $5,020. I believe that the judgment of February 29, 1940, was final, indicating that the $3,000 was just compensation, and that it was paid from Emergency Public Works funds. I have not checked the value in the Real Estate inventory. Not participating, I have no idea what supplemental expenses were incurred by the Park Service, and Department of Justice in connection with the condemnation or who would have the records in most complete form. The costs included surveys, and the preparation of Drawing 5314 in the Office of the Regional Engineer.

The water right was amended to the extent of filing the notice of intention No. 2399 to use the water at White Sands, with supporting map (Drawing 6975) on November 16, 1940. Considerable time was also spent by personnel at area, region, and Washington Office in negotiating, and obtaining rights-of-way. One inspection and conference was held at the Monument when O. G. Taylor, Harry Hammon, John H. Diehl, Montgomery, and I met with Hugh Miller and the Superintendent, when our travel courses crossed.

The Park Service also incurred a certain amount of expenses in keeping the right in good standing from 1940 to date. It has permitted grazing and stock watering on the Lawson tract, with the administrative costs presumably paid from M&P, or other noncapitalizing funds. Regional or WODC engineers incurred considerable expense in investigations of the alternative use of water from the water system shared by Holloman Air Force Base and the Town of Alamogordo, including the preparation of Drawing 2137, and the ultimate negotiation of arrangements to use the water from the Air Force water supply. There were periodic expenses

to keep the rights under Notice 2399 in good standing by reporting progress on water development plans to the State Engineer.

Notice 2399 was withdrawn by the Regional Director's letter of January 30, 1956, to the State Engineer. The docket does not include the copy it should have, of the reply of the State Engineer. Subject to legal concurrence, I believe that the letter of January 30, 1956, constitutes abandonment of claims to use the water at White Sands, but does not constitute abandonment of the Federal rights to use water on the federally owned Lawson tract.

By memorandum of December 22, 1960, to all Regional Directors, Mr. Price advised that abandoned or surplus water rights should be surveyed off the property records for the area, and the capital investment should be reduced by an amount equivalent to the estimated value. In this case the water right costs were incurred before the initiation of the present capitalization machinery. The water right expenditures, and probably the expenditures with Emergency Public Works funds have never been set up as capital investment.

I should like to suggest that the cost of condemnation, including the $3,000 paid to the court, was probably in excess of $5,000. Part of the decreed rights for irrigation may have become subject to lapse except to the extent that they would have been recognized in the amendment by the Notice 2399 which was in good standing until 1956. Buildings, ditches, and fences on the Lawson tract are probably no longer of any value. It appears to me that the Public Works account should probably be set off as a capital asset at the Monument of at least $5,000, or such other value as may be derived from the accounting records. That asset should then be depreciated to about $3,800. ($1,320 for 440 acres of land, and $2,500 for decreed rights to the firm flow which appears to be about 0.1 c.f.s.)

This land and appurtenant water right of $3,800 should be declared surplus to GSA for disposal, since the Region has already found that the Forest Service and Division of Grazing did not have any particular interest.

The Region should also take the necessary action to cancel rights-of-way from the Lawson tract to the Monument, and amend or obtain additional ones to cover the right-of-way from the Air Force Base to the Monument. Most of the easement grants in the docket are subject to lapse if not used within three years. Those no longer applicable should be removed from the various docket assemblies on advice of the Regional Director, after estimating their cost for capitalization and liquidation with water rights of 1939 to about 1942.

We have no itemized records of annual water right expenditures before 1959, and I do not know what records there are of the BSU or PS&S funds

which may have been used on the Dog Canyon water supply plans and designs. I believe that between $5,000 and $7,500 will be a reasonable estimate of the water rights funds which were spent between 1939 and 1956 which should be capitalized, and then liquidated. I understand that these 1939-1956 funds must be capitalized and then liquidated so that they will not be reflected as an excessive value of the existing system. The asset should be described as Dog Canyon water rights and pipeline right-of-way for White Sands, and should be fully surveyed off the property records as now obsolete.

The B&U or P&S funds spent on the same proposed water system should also be liquidated. They could be added to the cost from water right funds for the right-of-way, or described as obsolete water system surveys and design.

The Holloman Air Force Base-Monument Water System may still include capital assets resulting from expenditures of water right and right-of-way acquisition funds, and P&S and B&U funds. A check of the docket records by the Superintendent and Regional Director's staffs may show that some additional rights-of-way must be validated if not acquired, with water right funds. These expenses have been largely incurred during the past decade, except that rights-of-way across the highway and railroad are probably only amendments of right-of-way granted for the Dog Canyon system.

The records also show that this isolated Lawson tract has been made part of the Monument. It may require legislation to exclude the area from the Monument, either before, or during the arrangements for disposal.

When the Dog Canyon System and rights are properly capitalized and liquidated, the Docket 1 will need revision. The Superintendent should provide a Folder A for one set of all obsolete records, and a Folder B should be provided for all offices to contain only the records of rights-of-way and agreements for water use from the Air Force Base. I believe that the Regional, WODC and Washington Offices will only need a Folder A with an outline of the contents in the Superintendent's assembly.

I believe, also, that it may be proper to send those portions of the Superintendent's "original" docket which relate to the condemnation of the Lawson tract to GSA when declaring the property surplus, and the Region or Washington Office should send one of their sets to the Superintendent for his folder. The need for this transfer will depend on whether the Superintendent has copies of any of those records with actual signatures. GSA may also want copies of grazing permits to record the extent of water use from 1940 to 1960 and those intervening years when the water rights were not exercised for irrigation or stock watering.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Copy to: Regional Director, Region Three
Superintendent, White Sands
Accounts
Systems
Forestry

Dunn
A:VDunn:let

WR Copy

In reply refer to:
L54-OBL

February 9, 1959

Memorandum

To: Regional Director, Region Three

From: Chief, Water Resources Section

Subject: Status of Dog Canyon Land, Deed 7 and Federal Water Right Declaration 2399, Docket 1, White Sands

Mr. Bill's memorandum of January 27 to the Superintendent suggests that Messrs. Scoyen and Faris discussed retention of some of the subject properties to which Federal title is now debatable. The following points should be referred to the Field Solicitor with a request for suggestions as to where we stand.

1. The Lawson Tract, with appurtenant ditches and claimed rights to all the waters of Dog Canyon, was acquired by Declaration of Taking entered October 13, 1939, and judgment of February 29, 1940, with compensation of $3,000 in Civil Case 82. (See Part I, Docket 1.)

2. The Lawson rights to Dog Canyon waters were at least partially based on a decree of June 30, 1910, Civil Case 914, and Permit 1193, License 1193, Book "H", with priority of June 11, 1919. (See contents of Part II, Docket 1.)

3. Proposed development of the Dog Canyon waters for White Sands was based on independent Federal Declaration 2399 of October 31, 1940, which was filed on November 16, 1940, to establish the latter priority. However, the penultimate paragraph of that declaration specifies that the notice (declaration) shall not constitute a waiver of any Federal rights awarded in above Civil Case 82. (See Part IV, Docket 1.)

4. You requested that the Notice or Declaration 2399 be withdrawn, by letter of January 30, 1956, (see top entry, Part IV, Docket 1). This withdrawal, or the alternative of perfecting rights in compliance with State water laws adopted subsequent to 1940, was requested by the State Engineer. Your letter stated that the withdrawal was requested because the United States proposed to obtain water from Holloman Air Force Base instead of from Dog Canyon.

5. Rights-of-way directly from the Lawson Tract to the Monument, and from the Air Force base to the Monument, were obtained, and the latter have presumably been exercised (see Parts IIIA and B and V, Docket 1).

6. There is also a well on Lawson tract, which may, or may not intercept subsurface flow of Dog Canyon.

7. Ditches from Dog Canyon to Lawson tract are reported to have been neglected, and no conduit has been constructed from Dog Canyon or Lawson tract to Monument since 1940 (see voluminous water rights correspondence, files 660-05 and L-54).

8. Some water use has been made on the Lawson tract and other Federal lands including Dog Canyon, under Park Service permits (see correspondence files).

To the extent that I have been irstrumental ir part of the activities since 1940, my 1959 opinion is that some of my legal counsel has been weak. With the subsequent 19 years of experience I question whether the Notice or Declaration 2399 was the best basis of rights, and believe that its withdrawal was proper. However, I believe that the reason for withdrawal should be that the 1940 priority, so established, was needless if the United States had acquired rights to all of the water under the 1910 decree.

It is true that the acquisition of the Lawson rights would have to be followed by their amendment to cover the Federal use, with diligent construction and application of the water. One of my first projects in 1936, after starting my water right assignment, was to amend the Federal interests in the declared Harrison rights to Rattlesnake Springs, Carlsbad Caverns, after the State Engineer served notice that the United States was using those acquired rights illegally because of failure to change the place and purpose of use and method of conveyance. (See Docket 1, Carlsbad, for comparative procedure and proof.)

I believe the State Engineer has grounds for a charge that even the decreed 1910 rights have lapsed through 20 years of little or no use. I also wonder whether your letter of January 30, 1956, might not be construed to declare Federal abandonment of all rights to water of Dog Canyon under both the Declaration 2399 and decree of 1910. However, I am not sure whether the State Engineer can nullify the decreed rights without making the United States a defendant in another adjudication or court action.

From this discussion, it appears that the United States may now own only the Lawson tract, Deed 7, with a well, and all or part of the rights-of-way which have been acquired. We seem to need a review and definition of existing Federal interests by either the Field Solicitor, or the Solicitor's staff here in Washington.

(SIGNED)

A. van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Carlsbad
Chief, WODC
Field Solicitor Barton - Through Regional Director
Assistant Solicitor, Parks
Mr. Scoyen - For information and then waste basket
Lands
Mr. Dunn

AvVDunn:let

WR Copy

L-54
X-L-1415

Region Three
Santa Fe, New Mexico

JAN 27 1959

Memorandum

To: Superintendent, White Sands

From: Acting Regional Director

Subject: Dog Canyon Land and Water Rights, Physical Property Inventory, White Sands

This will acknowledge two memorandums, one dated January 7 and the second dated January 13. It is our understanding the Dog Canyon property was discussed when the Regional Director met Mr. Scoyen at White Sands.

Even though we attempted to dispose of the property several years ago, we now think it should be retained. Since the property was purchased, we could not use it as a base for an exchange, and in order to dispose of the property, it would have to be declared surplus and disposed of through General Services Administration.

Mr. Carpenter is collecting information on the physical property inventory required by September. So far as the Dog Canyon property is concerned, we recommend that you use as the value $3,000, which was the price paid when the property was acquired and the value shown on NPS-L-1 Form, White Sands Deed No. 7.

We appreciate learning that the well is to be fixed with a tight cover so that it is impossible for a person to accidentally fall into the well. Inspections of the property should be made from time to time hereafter. Vandalism and other actions might easily nullify improvements you are to make after which the site could be considered hazardous to the public. It is suggested too that you post the site as United States property if that has not been done.

Harthon L. Bill
Acting Regional Director

Copy to: Director (2)
Mr. Carpenter

WR Copy

MAR - 21956

L 54

Memorandum

To: Mr. Elmer F. Bennett, Legislative Counsel
Office of the Solicitor

From: Acting Director

Subject: Boundary Changes and Land Disposal, White Sands National Monument

It will be appreciated if you will draft legislation to eliminate the Lawson Tract of 440 acres from the boundaries of White Sands National Monument and provide therein for the disposition of the tract through the General Services Administration.

The tract is described as follows:

New Mexico Principal Meridian, New Mexico
Township 18 South, Range 10, East
Section 21, S½NE¼, SW¼, and W½SE¼
Section 28, N½NW¼ and NW¼NE¼

The tract is a segregated area of the monument and was purchased in 1940 for thewater rights thereon. The Federal water claims under Declaration 2399 were withdrawn by letter of January 30 to the State Engineer from the Regional Director, Region Three.

(Sgd) E. T. Scoyen

Acting Director

Copy to: Regional Director, Region Three(2)
Area Investigations
Water Resources
Lands

JMSiler:JHG:b/g:2/29/56/ (Rewritten for signature)

L54

COPY

Region Three
Santa Fe, New Mexico

January 30, 1956

Mr. S. E. Reynold
State Engineer
State Engineer's Office
Santa Fe, New Mexico

Dear Mr. Reynold:

Reference is made to Mr. Earl W. Smith's letter of September 6 to the Superintendent, White Sands National Monument, relative to Notice of Intention No. 2399 filed by the National Park Service on November 16, 1940.

We have made arrangements, at least for the present, to obtain domestic water from the City of Alamogordo and Holloman Air Force Base for White Sands National Monument. It is accordingly, requested that our Notice of Intention No. 2399 be withdrawn.

Sincerely yours,

/s/ Hugh M. Miller
Hugh M. Miller
Regional Director

L54-L

WHSA Docket 1

DEC - 9 1955

Memorandum

To: Regional Director, Region Three Docket 1

From: Chief of Lands

Subject: Proposed Withdrawal of Federal Notice No. 2399 of Intention to Appropriate Waters of Dog Canyon for White Sands National Monument

In his memorandum of November 28 to you, Mr. Barton made a much more comprehensive interpretation then we intended in Mr. Allen's memorandum of October 18, of the reference to two rights to the waters of Dog Canyon.

As Mr. Barton points out, the United States quieted title to a number of old rights to a flow of 0.1 sec.ft. or more. Under Declaration No. 2399, it filed its intent to use 0.067 sec.ft. of the water of the Headquarters Area of the Monument, and left a potential Federal right to the use of 0.022 sec.ft. on the Lawson Tract.

Mr. Barton indicates, on page 3, that he does not believe the judgment conveyed successorship Federal interest. On this basis, the second or residual right to 0.033 sec.ft. has probably lapsed, and had not been reappropriated for the partial use which has been made by the grazing permittees, Tom and Sammy Fairchilds.

This leaves only the one right under Declaration No. 2399 to be cancelled and withdrawn by you in accordance with the instructions in the second paragraph of our memorandum of October 18. Copies of your letter to the State Engineer, and any acknowledgment he makes should be made for Part IV of Docket 1. This will close the water right feature, and leave only boundary changes and land disposal to complete.

(SGD) JACKSON E. PRICE

Jackson E. Price
Chief of Lands

Copy to: Superintendent, White Sands
Western Office of Design and Construction

Office of
Chief, Western Office
Div. of Design and Const.
DEC 14 1955 A.M.
Supv. Architect
Supv. Engineer M 12/15
Supv. Landscape Arch.
Safety Engineer
12/16

10-18-1955: memorandum to regional director, region three from assistant director regarding proposed withdrawal of federal notic

WR Copy

In reply refer to:
L3019-L

OCT 18 1955

Memorandum

To: Regional Director, Region Three

From: Assistant Director

Subject: Proposed Withdrawal of Federal Notice No. 2399 of Intention to Appropriate Waters of Dog Canyon for White Sands National Monument

With copies of this memorandum we are distributing copies of the letter of September 6 from the Assistant Supervisor, New Mexico Water District I, which was forwarded with Mr. Bowen's memorandum of September 28, to you, the Superintendent and the Western Office of Design and Construction. The copies should be filed at top of Part IV of Docket 1.

The proposed letter of withdrawal should normally be signed by the Director or an Assistant Director, but you are hereby authorized to take proper action in this case, after considering the following points. Extra copies of each suggested instrument should be provided for the proper parts of the same docket.

1. The withdrawal will be made on the assumption that the Lawson Tract will be excluded from the Monument by Act of Congress, and declared surplus through the General Services Administration. Although the notice, at top of said Part IV of Docket 1, indicates independent Federal water claims by Declaration and Condemnation, the Field Solicitor should consider the order of procedure for disposal of the land and two water rights, and the modification or termination of any permit for the use of the land and condemned water rights.

2. The Manager of Land and Survey Office of Bureau of Land Management, at Las Cruces, should be notified to cancel the reservation of right-of-way filed with letter of January 14, 1942, by Mr. Sroaf, see bottom of Part IIIA, and letter of January 6, 1943, to the Commissioner from the Director, after a receipt of your letter to State Engineer. There are other rights-of-way across railway and private land, of which copies are in Part IIIA, which may need cancellation in some cases.

Docket 1 will probably need some revision, at least to title after the withdrawal is made. It will still constitute a record of rights-of-way, and agreements under which water is obtained from Holloman Air Force Base. It may also be desirable to reassemble the records of condemnation if disposal of the Lawson Tract and termination of land and water use is deferred for any appreciable time.

(SGD) THOMAS J. ALLEN
Assistant Director

Attachment

Copy to: Superintendent, White Sands, with copy of attachment
Western Office of Design and Construction, with copy of attachment
Mr. Diederich, with copy of attachment
Mr. Siler, with copy of attachment
Mr. Dunn, with copy of attachment

AvVDunn:lct 10-17-55

09-28-1955: memorandum to director from acting regional director regarding notice of intention no. 2399, docket no. 1, white sand

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Region Three
Santa Fe, New Mexico

IN REPLY REFER TO:
L3019

September 28, 1955

Memorandum

To: Director

From: Acting Regional Director

Subject: Notice of Intention No. 2399, Docket No. 1, White Sands

There is attached copy of letter from the office of the State Engineer to the Superintendent at White Sands requesting that our application for water rights in Dog Canyon either be completed or withdrawn.

In view of Mr. Allen's memorandum of February 17, 1954 in which he concurs in the proposal to dispose of the Lawson tract, we feel that we should notify the State Engineer that we are abandoning all efforts to obtain water from Dog Canyon and will withdraw the Notice of Intention. However, before doing so, we would like to have assurance from you that your position has not changed on the disposal of the Lawson tract with its appurtenant water rights.

We will not give the State Engineer a definite answer until we hear from you.

William L. Bowen
Acting Regional Director

Attachment

Copy to: Supt., White Sands

09-06-1955: letter to superintendent from supervisor, district 1 regarding notice of intention no. 2399

C O P Y

STATE OF NEW MEXICO

State Engineer Office
Santa Fe

S.E. Reynolds
State Engineer

September 6, 1955

Address correspondence to:
P.O.Box 1079
Santa Fe,N.M.

File: 2399

Superintendent
White Sands National Monument
White Sands, New Mexico

Dear Sir:

On the 16th of November, 1940, the National Park Service filed Notice of Intention No. 2399, for all waters of Dog Canyon, a tributary of the Sacremento River, diversion being in the NE¼ NE¼ Section 6, Township 18 South, Range 9 East, and conveyed to White Sands National Monument for beneficial purposes at the Headquarters Area of said Monument in the E½ of Section 1, Township 18 South, Range 7 East.

New Mexico Statutes in force at the time the above numbered filing was made by the United States Department of Interior required only a Notice of Intention and the filing within 3 years of plans and specifications for construction of federal projects. The statutes did not set forth specifically that said government agencies should file final proofs, engineer's report and seek a license.

As a result this office did not, for a period of time, require final proofs and engineer's report from federal agencies. Our records are now incomplete as to which federal developments were actually completed. It has become increasingly apparent that it would be desirable, for the benefit of said federal agencies and the public, to have final proofs and engineer's report submitted and issue licenses.

A recent opinion of the Attorney General states that although the statute which waived formal application for permit by federal agencies and the present statute which waives formal application by the Bureau of Reclamation do not waive the requirement for final proofs and engineer's report and that it would be proper to require same.

We therefore, request that the above numbered application be completed or withdrawn. Please notify us of your intention.

Very truly yours,

Earl M. Smith
Supervisor, District I

By: (Signed)
M. B. Compton
Asst. Supervisor, District I

02-17-1954: memorandum to regional director, region three from assistant director regarding possible disposal of lawson tract and

WR Copy

In reply refer to:
L3019-L

Sanders
Vint
Thompson
Diederich
Miller

FEB 17 1954

Memorandum

To: Regional Director, Region Three

From: Assistant Director

Subject: Possible Disposal of Lawson Tract and Appurtenant Water Rights (Docket 1), White Sands

We concur in the proposal to declare the subject property surplus to the needs of this Service, as outlined in the memorandum of December 17 from Mr. Patraw. However, since we suggested its possible disposal we have found that the procedure will be more complex than contemplated.

Under the act of June 6, 1942 (56 Stat. 326 - page 17 of Supplement 1 of Laws Relating to National Park Service), the lands acquired for the White Sands recreational demonstration project, which include the Lawson tract, were to be added to White Sands National Monument provided that the Secretary of the Interior filed a map with the National Archives within six months. The map, drawing NM-WS-7003, was so filed and the record of its receipt was published in the Federal Register of November 25, 1942.

It will be necessary to exclude the tract from the Monument by reduction of area through an act of Congress, or possibly by a Presidential Proclamation, before the land can be declared surplus, or transferred to the jurisdiction of another agency. Several details need further clarification to assure preservation of water right values, before we take such action.

The act, Proclamation, or a declaration that the property is surplus, would constitute admission of the abandonment or lapse of the appurtenant water rights unless proper provision for assignment is made first. In addition, the assignment to another bureau in the Department of the Interior can be arranged through the Secretary without formal declaration of the surplus status after the property is eliminated from the Monument, while assignment to another Department, or public sale, would require the services of the General Services Administration.

Please determine whether the "mild interest" of the Bureau of Land Management is supported by a firm desire to use the land or water rights, or both. Since the Dog Canyon Springs are on the Federal lands which now constitute part of Grazing District No. 4-159797h, and not on the adjacent National Forest, or the Lawson tract, to which the rights are appurtenant, the National Park Service can issue a permit to the Bureau of Land Management to develop the spring at or near the source under the rights which Mr. Lawson established by court action, and to amend the water right to authorize the change in place of use. With that action accomplished, the arid Lawson tract could be eliminated from the Monument and assigned or declared surplus without jeopardizing the water rights.

If the Bureau of Land Management is not interested, disposal would have to be through the General Services Administration after the area was eliminated from the Monument. Again, to preserve the water rights, the old water system should be restored to serve the Lawson tract first. Presumably, the only one who would care to finance such a restoration would be the person who hoped to buy the surplus property when it was advertised by the General Services Administration. Of course, the land could be declared surplus with a debatable appurtenant water right status. If the Bureau of Land Management had not appropriated the water, or permitted grazers to do so, the purchaser could probably obtain the necessary right of way permit from the Bureau of Land Management and re-establish fairly good rights, even if with a later priority.

Accordingly, if the Bureau of Land Management is not interested, you should discuss the alternative potential disposal of surplus property with the Regional Director, Region 8, General Services Administration, Building 41, Denver Federal Center, Denver 1, Colorado, to determine whether a temporary permittee should be found to salvage the water rights before the Lawson tract is eliminated from the Monument.

It has also been suggested, here, that the tract might be disposed of through a three or four-way exchange of land. This looks like a complicated procedure, but might be investigated.

(SGD) THOMAS J. ALLEN

Assistant Director

In duplicate

Copy to: Mr. Siler
Mr. Dunn

AvanVDunn:HKS:sh

11-16-1953: letter to regional forester, region 3 from acting regional director regarding lawson tract and water rights

WR Copy

In reply refer to:
L3019

Region Three
Santa Fe, New Mexico

November 16, 1953

Regional Forester, Region 3
U. S. Forest Service
P. O. Box 1310
Albuquerque, New Mexico

Dear Sir:

Several years ago the National Park Service purchased the Lawson Tract and water rights from a spring in Dog Canyon for eventual use at White Sands.

Since that time we have made other arrangements for domestic water supply with the Holloman Air Force Base and extended a pipe line from the Air Base to the Headquarters area at White Sands National Monument, New Mexico. It appears now that our eventual use of the spring and appurtenant land purchased for a water supply at White Sands will be unlikely. The spring is located in the NE¼NE¼ of Section 16, T. 18 S., R. 10 E., and the area which we designate as the Lawson Tract is described as follows:

T. 18 S., R. 10 E., N.M.P.M.

Section 21 - S½NW¼, W½SE¼, SW¼

Section 28 - N½NW¼, NW¼NE¼

This Service has filed a notice with the State Engineer of intention to appropriate water but has never actually made beneficial use of the waters from Dog Canyon since the spring with the appurtenant lands was acquired. We are writing your office to determine if your Service would be interested in the acquisition of the property, if it should be declared surplus.

Sincerely yours,

/S/ P. P. Patrew
Acting Regional Director

Copy to: Director (2)
Supt., White Sands

08-10-1953: memorandum to regional director from superintendent, white sands regarding lawson tract

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
White Sands National Monument
Box 231, Alamogordo, New Mexico
August 10, 1953

C
O
P
Y

M E M O R A N D U M

To: Regional Director

From: Superintendent, White Sands Nat Monument

Subject: Lawson Tract.

In reference to our memorandum to your office, dated August 5, 1953, on subject matter, the following is submitted:

Mr. Foley, of the Air Installations section, Holloman Air Force Base, just called indicating the Air Base would not be interested in the Dog Canyon waters, since the quantity is far below the demands of the Armed Forces, and too great a distance from their present supply.

The City of Alamogordo was contacted and will let me know on Wednesday of any interest they may have.

/s/ JOHNWILL FARIS
Johnwill Faris
Superintendent

WR Copy (CC)

In reply refer to:
L3019 WHSA-L

MAY 27 1959

Memorandum

To: Regional Director, Region Three

From: Assistant Director

Subject: Possible Disposal of Former Lawson Tract and Appurtenant Water Rights, Docket No. 1, White Sands National Monument

Your memorandum of March 5, 1952, concerning Grazing Permit I-33np-327, to authorize Tom and Sammy Fairchilds to use the subject tract, suggested that the privileges might be consolidated with those granted by the Bureau of Land Management. We have also been concerned that no water system has been constructed from Dog Canyon (spring in NE¼NE¼ Sec. 16 and Lawson tract in Secs. 21 and 28, T. 18 S., R. 10 E., N.M.P.M.) to the Monument, since the tract was acquired for that purpose in 1939, and a declaration of Federal intention to appropriate the water was made in 1940. Although there was some evidence of diligence until 1943, during which time the water right declaration was followed by the map of the proposed system and the negotiation of some rights of way, any further progress seems to have been indefinitely deferred with the provision of a water supply from the water system of the Holloman Air Force Base in 1951.

We have now been approached by the General Services Administration to determine whether there is any surplus Federal real property under the administration of the National Park Service. The Lawson tract, 15 miles from the Monument, has never been made part of the Monument by Proclamation. Accordingly, it is eligible for disposal. Under the new G.S.A. criteria, we believe that the Bureau of Land Management or the U. S. Air Force could receive the property, if desired, without a transfer of funds.

If you agree that the need for the Dog Canyon water supply at White Sands is now very remote, we suggest that Mr. Ferris discuss the tract and appurtenant rights with the local representatives of the Bureau of Land Management, Forest Service, and Air Base, and determine whether any of them would be interested, if the

property were declared surplus. In that connection, the water rights will have to be exercised under the permit, or an alternative, at the time of disposal, to prevent further suggestion that the land disposal constitutes abandonment of the water right. The spring and Lawson tract are in the first tier of sections to the west of Lincoln National Forest.

We should also like to obtain copies of the final permit with the Holloman Air Force Base, and the water system as constructed, for a new section of Docket No. 1. One copy of each will be needed for the assemblies in Washington and two, or three, for the assemblies in your office, the Monument, and possibly at Southwestern National Monument Headquarters.

(SGD) THOMAS J. ALLEN

Assistant Director

In triplicate.

Copy to: Mr. Dunn

AvanVDunn:sh

WR-Copy

D5039 WHSA-L

OCT -8 1952

Memorandum

To: Regional Director, Region Three

From: Assistant Director

Subject: Requests to Tap White Sands Water Main

From the memorandum of September 19 from Mr. Patraw, it appears that the National Park Service has constructed the subject pipe line with what is probably more than adequate capacity for many years, and more than adequate for the quantity of water that can be obtained under existing contract with the Air Force. However, we do not know the exact capacity because of lack of data on the hydraulic properties of the pipe line to the Holloman Air Force Base, from which the water supply is obtained.

It also appears that the Air Force proposes to take water from the Park Service line for use at its radar station. The take-off from the Monument pipe line would apparently be in the first mile, or such a matter, below the Air Base. As another Federal agency, we see no reason why the Air Force should not use excess pipe capacity, if any. However, in granting permission to the Air Force to tap the pipe line, there should be a provision that the National Park Service reserves the right to use the full capacity of the Monument pipe line for water delivery to the Monument, if needed, and that the Air Force shall replace the necessary portion of the Monument pipe line with a larger pipe if the combined demand should later exceed the existing pipe capacity.

We concur in the proposal to meter the Monument water at the proposed Air Force take-off to the radar station with the latter assuming all responsibility for deliveries to McNatt and Oliver. We also believe that the Air Force should assume pipe line maintenance, and operation to that junction. This should all be covered in a supplemental agreement, as an amendment to existing contract.

If we are correct in believing that Messrs. McNatt and Oliver will both obtain water above the point of the proposed location of the Monument meter, their arrangements with the Air Force

would not concern this Service if suggested Air Force responsibility be accepted. With the remote possibility that the Air Base might be abandoned at some future date, it would be advantageous to have enough private customers on the upper portion of the Monument pipe line to encourage the Town of Alamogordo to take over that portion of the line and reduce the length of the National Park Service line if the Air Base were abandoned.

In approving the plan, with suggested conditions, we do not concur in any plan to permit private landowners to tap the Monument pipe line below the National Park Service meter. We are also unable to find a copy of the existing agreement with the Air Force, and shall appreciate receiving one.

We would appreciate an early solution of this problem, in order to be able to advise Senator Chavez of the disposition of this case.

(SGD) THOMAS J. ALLEN

Assistant Director

In triplicate

Copy to: Mr. Vint
Mr. Gerner
Mr. Dunn

AvanVDunn:sh

08-13-1951: memorandum to regional engineer from highway engineer diehl regarding proposed pipe line and water storage syste

COPY

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Region Three
Santa Fe, New Mexico

August 13, 1951

Memorandum

To: Regional Engineer

From: Highway Engineer Diehl

Subject: Proposed pipe line and water storage system, Holloman Air Force Base to White Sands

In company with Regional Counsel Barton, I left Santa Fe August 6 at 6:05 a.m. in Government car, license No. I-31894, for White Sands, arriving at Alamogordo, New Mexico, about 1:00 p.m. Reservations were made at the Alamo Courts, after which we drove to White Sands and contacted Superintendent Faris.

The morning of August 7 Mr. Barton and I went out to Dog Canyon. While there was no runoff flow from the upper canyon, the spring area seepage was estimated in excess of 10 gallons per minute at the mouth of the canyon.

In the afternoon Mr. Faris joined us in town and we called on the City Manager of Alamogordo, Mr. B. Rutz. In line with continued assurance that Alamogordo could be counted on to furnish water for White Sands, should other sources fail, Mr. Rutz mentioned that Alamogordo is acquiring additional water rights to those now held on La Luz Canyon, and at present is supplying Holloman Base with water needed, in excess of that obtained by the Base from the Boles Wells source which operates a single pump for only eight hours daily.

Tourist travel provides important revenue to the business activities of Alamogordo, and the national feature of White Sands is a recognized factor in this travel. Hence, all improvements at White Sands are assured of support by the townspeople.

Mr. Rutz stated that city tools or equipment needed for installation of the Park Service pipe line, Holloman Base to White Sands, would be available to us on loan or at reasonable rental rates. Their trenching machine with operator, machine operation and any repair costs included, will be rented to us at $7.00 per hour. I am informed that they also have a tapping machine with which to make the connection of our three-inch line to the ten-inch Base main.

For our record, the flow line of the Alamogordo reservoir is 4,568 feet elevation; the Boles Wells twelve-inch pipe connection at the overpass is 4,318 feet; and Boles Wells pump is 4,167.5 feet. As our connection at Holloman is placed at 4,062.5 feet, we can feel assured of added static head pressure on our pipe line to White Sands.

While the Alamogordo city water storage reservoir at present has only a capacity of 2,000,000 gallons, Mr. Rutz anticipates construction of more storage capacity in the future.

The morning of August 8, Ranger Chittum joined us in a visit to Holloman Base Headquarters. Legal matters discussed will be reported by Mr. Barton.

In 1942 when this Base was created, its use was considered temporary; hence, most of the construction was on that same basis. A five-inch asphalt coated steel pipe line was installed for water supply from Alamogordo. When the present ten-inch pipe was put in service for water supply, the earlier five-inch pipe was converted to a supply line for gasoline.

Lieutenant Colonel McEwen told us that $8,000,000 of the 1952 defense appropriation bill is for Holloman Base, including a project for a railroad spur from Alamogordo over which gasoline delivery will be by tank car at the Base, and the existing five-inch pipe, which is now badly pitted and eroded causing considerable gasoline lossas a conveyor, will be abandoned.

Another project listed is a direct pipe line for water supply between Boles Wells and Holloman Base. Other construction is of semi-permanent or permanent type, with possible abandonment of the Base unforseeable.

With the Boles Wells direct line in operation, we would still be assured of additional static head on the pipe line to White Sands.

Holloman Base is now under the Air Research and Development Command in the same department as the White Sands Proving Ground.

The preliminary plan for the proposed water pipe line terminating at Station 394+94 is an existing 5,000 gallon redwood water storage reservoir, about one-third mile southwest of White Sands utility area. About the same distance from the utility area but northwest inside the edge of the dunes, the elevation must be at least five feet higher, and it is suggested that this site be used for the new water storage reservoir.

If not more than ten feet high, the reservoir can be well screened from highway or headquarters observation, and it has the additional advantage of being alongside the road into the sands, thereby reducing the length of pipe line that would be required from water storage to the picnic area in the sands, should that project be programmed.

Leaving Alamogordo the morning of August 9, Mr. Barton and I drove to Roswell, New Mexico, and called at the State Highway Office on District Engineer Miller, to acquaint him with the location of the proposed water pipe line, along the westerly side of U. S. Highway 70. The permit for right-of-way wasement will have to be obtained from the State Highway Department Office here in Santa Fe. We arrived in Santa Fe at 2:35 p.m.

(SIGNED)

John H. Diehl
Highway Engineer

Approved for distribution (SIGNED) Date AUG 14 1951
Harvey H. Cornell
Assistant Regional Director

Copy to: Director
General Supt., SWNM (2)

JHD:mt

06-05-1951: memorandum to general superintendent from superintendent, white sands regarding water supply

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

WHITE SANDS

Box 231, ALAMOGORDO, NEW MEXICO

June 5, 1951

MEMORANDUM

To: General Superintendent,

From: Superintendent, White Sands,

Subject: Water Supply.

Complying with your instructions of May 31, 1951, I have reviewed water contract No A.F. 29(001)65, between Luther Boles and Holloman Air Base.

This contract is similar to all Government contracts and of course after all the various clauses are taken out it seems that the United States has the right of ingress and egress on or over these lands during the life of the contract, the right to install facilities for the production and development of water, transportation to present wells, the right to explore and develop additional wells, or underground water within the boundaries of Sec. 19 T.17 S. R. 10 E. The contractor has the right of water for his domestic use and to irrigate 10 acres of land. The United States has the right of and to these waters all hours of the day and in such quantities as it may elect to produce. The contract begins June 1 1949, and thereafter until further notice for the use of the United States at the location shown above. It is signed by Luther C. Boles, and Gladys Inez Boles, wife, Bix 148 Alamogordo, New Mexico.

I was somewhat surprised that the contract did not deal more with the possibilities of the wells drying up etc, but that may not be necessary. Too, I thought that they might have been more specific regarding the term of the contract, but I guess it was written up by much smarter men than I.

If there are other phases of this water supply that you wish this office to investigate we shall be glad to assist at any time.

Johnwill Faris,
Superintendent.

05-08-1951: memorandum to director from regional director regarding water supply, white sands national monument

WR Copy

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Region Three
Santa Fe, New Mexico

In reply refer to:
D5039-WHIS

May 8, 1951

Memorandum

To: Director

From: Regional Director

Subject: Water Supply, White Sands National Monument

Mr. Demaray's memorandum of March 22 questions the advisability of planning to obtain water for White Sands National Monument from the Holloman Air Base rather than from Dog Canyon.

In his memorandum he refers to conditions which existed up to 1945, at which time both the city of Alamogordo and the Air Base were short of water. Since that time the Air Base has developed six wells at Boles Wells, four of which are equipped with 500 gallon per minute pumps. Similarly, the city of Alamogordo has constructed a 10-inch pipe line from La Luz Canyon, some twelve miles north of the town, to the city. These two sources of supply have greatly augmented the available water to both the city and the Base, with the result that at the present time there is no apparent shortage of water in either case. The city is now in the process of acquiring existing irrigation rights to La Luz Canyon water so that the entire flow from the canyon will be available for the future needs of the city.

The Holloman Air Base has recently been transferred from the Air Force to the Technical Branch of the Armed Services, developing rockets and guided missiles at White Sands Proving Ground. This probably assures a continuing operation at the Base far beyond its anticipated use as an air field. I believe that as long as the Base is operated by any Government agency, we will be able to obtain water from their lines.

The first priority in our 1952 Physical Improvement Program is $60,000 for the water line between White Sands and the Air Base. If this line is constructed and then later it is decided that we should go to Dog Canyon, it will mean an increase in total length of

slightly over two miles, as the scaled distance from White Sands to Dog Canyon by way of the Air Base entrance is slightly over eighteen miles and the direct distance is slightly over sixteen miles. It is felt that this will be a reasonable risk to take in view of this slight increase in possible total length, if we eventually have to go to Dog Canyon, and in view of the added expenditures that will be necessary for the Dog Canyon line. To provide for this eventuality, we plan to take action designed to hold the Dog Canyon water right, including, if necessary, minor development for agriculture use under permit.

If it is necessary for us to substitute Dog Canyon for the Air Base project, we will have to forego the installation of the water system at White Sands until such time as the regional appropriation for physical improvements is considerably augmented over the total of $176,400 included in the 1952 program. With such small appropriations, it is unfair to allocate such a large percentage to one area regardless of how worthy that project may be. We estimate that a water system with supply direct from Dog Canyon would cost $150,000, or $90,000 more than from the Air Base.

In this connection, White Sands was visited last year by 180,000 people, and current records indicate that the visitation this year will exceed 200,000. The lack of adequate water system to serve visitation of this amount is a serious reflection upon the Service as a whole, and we feel that every effort should be made to provide water as soon as possible. Therefore, it is our recommendation that the amount of $60,000 under Project No. U-1-6, be provided in the 1952 program for the water line between the Air Base and the Monument Headquarters.

(SIGNED)
M. R. Tillotson
Regional Director

In duplicate ✓

Copy to: General Supt., SWNM
in duplicate

04-16-1951: memorandum to regional engineer from engineer john h. diehl regarding available potable water supply, white sands

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Region Three
Santa Fe, New Mexico

April 16, 1951

Memorandum

To: Regional Engineer

From: Engineer John H. Diehl

Subject: Available potable water supply, White Sands National Monument

A field trip was made April 10-12 to White Sands National Monument for the purpose of measuring the flow of Dog Canyon spring and to obtain information on the water source supplying Holloman Air Force Base. This Base hasoffered the National Park Service the privilege of a pipe line connection with their water system, subject to construction by this Service of the required pipe line to connect White Sands Headquarters and the Base pipe line and further subject to the approval of higher military authority.

Since the Memorandum of Understanding, Contract No. AF(001)-S-81, dated 5 January 1951, was signed by Felix C. Gomez, Contracting Officer, for the United States Air Force and Johnwill Faris, Superintendent, for the National Park Service, I understand an operational change was effected April 1, placing the activity of this Base under a different status and authority.

April 11, with Ranger Harold Chittum, we went to Dog Canyon and between 9:45 a.m. and 11:15 a.m. flow measurements were taken with a five-gallon bucket, in the channel course, downstream below the spring seep area and beyond this area upstream. Our measurement downstream was in excess of 30 gallons per minute and in the solid rock channel upstream, the best we recorded was 10 gallons per minute. Two hundred yards further upstream and by barometer reading, approximately 100 feet higher in elevation than the lower measurement point, and in the gravel channel there was no evidence of any water.

On the south side of the canyon in the spring area there are three apparent seeps along about 300 feet of canyon face. Examination was made in the reed growth above the canyon floor and in the

middle seep some 20 feet or more above the floor a cavity about four feet wide, five feet high, extends back about eight feet into the face of the cliff. Owing to a basin of water in this cavity we could not get a measurement of the small stream spouting from the back wall. I estimate this flow at 10 gallons per minute. It is important that this seep be observed and reported on whenever Dog Canyon is visited.

This spring seep situation can be blocked with a catchment wall along the south canyon wall for a catchment chamber, entirely above the canyon floor, that will avoid possible flood damage, which could occur to construction across the canyon.

The Boles Wells, located in the NE¼, NW¼, Sec. 19, T. 17 S., R. 10 E., New Mexico Base Meridian, are six drilled wells, four of which are equipped with Peerless turbine pumps, each capable of lifting 500 gallons per minute into a 12" steel pipe extending northerly approximately four miles to a connection at the highway overpass south of Alamogordo, with the 10" water pipe line serving Holloman Base from the City Reservoir Area.

These wells were developed and equipped on property belonging to Mr. Luther C. Boles, and the 12" pipe line was constructed by U. S. Army Authority for the Holloman Base water supply, according to Plan Sheet No. 57, prepared in June, 1943, by the U. S. Engineers' Office, Albuquerque, New Mexico.

Mr. Chittum and I called on Mr. Boles at the well site and he informed us that the Base water supply had come from these wells for the past four years, independent of the Alamogordo City Water System. Mr. Boles stated that pumping operation of a single well for fourteen months had not shown any apparent draw-down of the water level which is around 70 feet below the ground surface.

I do not know the details of the agreement between Holloman Base and Mr. Boles, other than all equipment, including an electric-power line, has been installed and is maintained by the Base Authority and Mr. Boles receives $300 a month as operator in charge.

Evidently there is an ample supply of good potable water available but Holloman Air Force Base can hardly be considered a permanent establishment and when vacated, what may be expected to happen to the 10" and 12" water pipe lines, power line and pumping

equipment? The logical conclusion would be that Alamogordo should acquire control.

The small quantity of water required at White Sands National Monument certainly would not justify the cost of operation and maintenance of such a system.

While Alamogordo would utilize the 12" and 10" pipe lines from the wells to their reservoir site, the seven to eight miles of 10" pipe line between the overpass connection and Holloman Base would not be required to supply our needs at White Sands. Who owns this seven to eight miles of pipe line now? If it were removed, would the Service have to stand the expense of replacement with smaller pipe, ample to carry our water needs? After our experience on the Mesa Verde-Mancos River water pipe line, could we withstand pressure for tap connections?

The January Memorandum of Understanding between Holloman Base and White Sands appears acceptable but unless satisfactory legal arrangements can be drawn up with the City of Alamogordo on the source of water supply for future water service, it does not appear a sound investment to construct the Holloman Base-White Sands pipe line.

There is attached a sketch map showing the approximate location and relationship of the various points mentioned in this report.

(SIGNED)

John H. Diehl
Engineer

Approved for distribution: Harvey H. Cornell Date: April 13 1951
Assistant Regional Director

Attachment

Copy to: Director w/print of map
General Supt., SWNM (2) w/prints of map

02-19-1951: memorandum to chief of planning and construction and chief counsel from chief, water resources branch regarding c

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON 25, D. C.

In reply refer to:
D5039 WHIS

February 19, 1951

Memorandum

To: Chief of Planning and Construction and Chief Counsel
Through: Chief of Land Planning

From: Chief, Water Resources Branch

Subject: Contract No. AF 29(001)s-81, to Authorize the National Park Service to Obtain Water from the Pipe Line of the Holloman Air Force Base for use at White Sands National Monument

This contract, dated January 5, to authorize the use of not to exceed 300,000 gallons of water per month, is better than Contract AF 29(001)s-80 dated September 7, 1950, in that the quantity of water has been raised from a maximum of 10,000 gallons a day to a maximum of 300,000 gallons per month. It does authorize 10,000 gallons less per month than the uniform flow of 10,000 gallons per day on a 31-day month, but since there is probably very little chance of needing the maximum quantity for more than a few days at a time it is believed that the over-all available water supply is greater.

It should be noted, however, that in my comments of September 28, which were forwarded to Region Three with Mr. Tolson's memorandum of October 9, I estimated that the water use in July of 1949 might have amounted to 380,000 gallons if there had been adequate public accommodations and related water-using facilities at the Monument. Since writing that analysis, we have obtained the annual travel figures for 1950, and those for White Sands showed 178,189 visitors as compared with the 149,161 visitors in 1949. The chart in my aforesaid analysis indicated rapidly increasing attendance, which has not abated with one more year of records. The potential water demand will therefore be considerably in excess of 380,000 gallons in July or August many years if adequate accommodations are provided at the Monument.

It will also be noted on the map submitted with the memorandum of March 11, 1948, from Mr. Hamilton, that the Holloman Air Base is about 5½ miles north of the pipe line route previously considered between Dog Canyon and White Sands National Monument, as well as being 7½ miles northeast of the Monument Headquarters. It is unfortunate that the pipe line which must thus be constructed to obtain water from Holloman Air Base cannot be used as the first unit of a potential pipe line to bring water from Dog Canyon.

In his memorandum of January 15, Superintendent Faris reports that Ranger Chittum found a flow of 750 gallons per hour, or slightly less than .03 of a second-foot, in November 1950, but implies that this may not be all of the water. In testimony in earlier court action, the flow was quoted variously between .1 and 1.0 second-foot, and there has been a decided drought in the Southwest during the past year. Accordingly, even the low of last November is probably close to a minimum and still approximately twice the maximum amount which can be obtained from Holloman Air Base.

As a final consideration, Contract AF29(001)s-81 provides that the service can be cancelled and is subject to a lot of provisos in paragraph 5(c). The Holloman Air Base obtains its water from the town of Alamogordo, which in turn is dependent on the availability of water at its sources of supply. Both town and Air Base are likely to experience rapid increasing water demands during the present defense program and due to general population increases thereafter. Accordingly, the proposal to take water from the Air Base for use at the Monument is decidedly a temporary experiment involving the construction of a 7½-mile pipe line, to provide less water than would probably be needed now at the Monument if adequate facilities were available.

Accordingly, I recommend approval of the contract--all that can probably be obtained from the Air Base. At the same time, I recommend that we request much more convincing information as to why Dog Canyon should be even temporarily abandoned before any construction is started. In 1948 when Mr. Hamilton was considering this problem, the only objection seemed to be the difficulties to be anticipated in the construction and operation of the diversion works. Now the question is whether there is more water than the ranger observed on the surface of the ground. In neither case is there any indication that Mr. Richardson or any other competent designing engineer or any civil engineer with ordinary knowledge of the hydrology of a watershed has been into the area and given the matter any serious consideration for several years.

(SGD.) A. VAN V. DUNN.

A. van V. Dunn
Chief, Water Resources Branch

AvanVDunn:sh

10-13-1950: memorandum to superintendent, white sands from acting regional director regarding contract no. af 29(001)s-80, to a

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION THREE
SANTA FE, NEW MEXICO

In reply refer to:
D5039 WHIS

October 13, 1950

Memorandum

To: Superintendent, White Sands

From: Acting Regional Director

Subject: Contract No. AF 29(001)s-80, to Authorize the National Park Service to Obtain Water from the Pipe Line of the Holloman Air Force Base

There are attached copy of Mr. Tolson's memorandum of October 9, copy of Mr. Dunn's comments, dated September 28, and the original and two copies of the above-designated contract.

Will you please review Mr. Dunn's comments and the second and third paragraphs of Mr. Tolson's memorandum as they relate to our need for more than 10,000 gallons of water per day. After digesting these comments, will you take the proposed contract to the contracting officer of the Holloman Air Base and endeavor to have the quantity of water permitted by the contract amended so that the computation of the daily consumption, as outlined under paragraph 5(c)(4), is changed from a calendar month basis to an annual basis. This method would permit us to use considerably more water during the summer months than the 10,000 gallons per day, but would still hold our annual consumption to less than the agreed 10,000 gallons.

I consider that our existing special use permit with the Fairchilds granting them grazing rights on the Lawson tract is sufficient to maintain our purchased water rights on the Dog Canyon supply. Do you interpret the use of the permit in this manner?

(SIGNED)

J. R. Lassiter
Acting Regional Director

Attachments 3

Copy to: Director

10-09-1950: memorandum to regional director, region three from acting director tolson regarding contract no. af 29(001-s-80, to a

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON 25, D. C.

In reply refer to:
05039 WHIS

OCT - 9 1950

Memorandum

To: Regional Director, Region Three

From: Acting Director Tolson

Subject: Contract No. AF 29(001)s-80, to Authorize the National Park Service to Obtain Water from the Pipe Line of the Holloman Air Force Base for White Sands National Monument

We are returning the original and two copies of the above-designated contract for further consideration before approval, together with two copies of comments by Mr. Dunn.

In Mr. Dunn's comments, he points out that the total annual average daily water demand will probably be about 7,000 gallons during the next year, and will probably not exceed 10,000 in 1960, but that during July we may easily expect an average consumption of more than 10,000 gallons per day almost immediately, with peak-day demand running three to four times that amount. He also points out that there is now inadequate storage to provide water in excess of the 10,000 gallons per day, and that the project construction proposals do not provide for increased storage.

It is evident that this Service can only comply with the limitation of 10,000 gallons per day by providing extensive additional storage, or by continuing to maintain the independent sanitary water system with a well as the source of supply. Since the Public Health Service has recommended that the sanitary system at the South Rim of Grand Canyon National Park be eliminated when practical, we believe that the same plan should be adopted for White Sands National Monument.

Accordingly, please attempt to have the contract amended as suggested by Mr. Dunn, to make the 10,000-gallon limitation an annual average and to eliminate the penalty resulting from a draft of more than 10,000 gallons per day. Also, please advise what provision is being made for regulatory storage, for the ultimate use of water from Dog Canyon, and for the intervening use of the water on the Lawson tract under permit.

(SGD) HILLORY A. TOLSON
Acting Director

In duplicate

Concurs: Mr. Wint
Mr. Dunn

AvanVDunn:sh

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON 25, D. C.

In reply refer to:
D5039 WHIS

September 22, 1950

Comments on Proposed Agreement with U. S. Air Force to Obtain Water from Holloman Air Force Base Water System for White Sands National Monument, Contract No. AF 29(601)s-80, dated September 7, 1950

by

A. van V. Dunn
Chief, Water Resources Branch

This contract should not be approved with the existing limitation of 10,000 gallons per day.

Paragraph 2 should be modified to authorize an average use of 10,000 gallons per day and item (4) in paragraph 5(c) should be deleted.

Attached Figure A shows the attendance at White Sands since 1935, and the slope of the trend of attendance at 7 national parks for which we have a long-time record. The same slope has been checked against the attendance at all 26 parks for which there have been attendance figures since 1941 and proved to be nominally applicable for all national parks collectively. On this basis, attendance at White Sands may easily reach 200,000 visitors or more per year within the next decade, by 1960.

Figure B shows the monthly attendance at the Monument in 1949 when there was an annual total of 149,161. The monthly attendance varies from approximately 3% of the annual total in December and January to approximately 17% of the total in July.

It is recognized that there are practically no water-using facilities for the public at this time and that only three of the proposed eight employees' quarters have been provided. Accordingly, the water use will increase materially as soon as more adequate facilities can be provided.

In addition, Project Construction Proposal No. PCP-H-1-5 makes no reference for increased water storage facilities either at the Headquarters Area or at the Public Use Area some miles within the Monument. As long as adequate modern comfort stations are

provided at the Headquarters and only drinking water is provided at the Public Use Area there will be a heavy use of the water system at the Headquarters and a restricted use at the Public Use Area, but we believe that the total public use will rapidly approach standard modern requirements.

If each of the 149,161 visitors in 1949 were to have used modern comfort stations twice, their water consumption would have totalled approximately 2,237,415 gallons during the year, and 17% or 380,000 gallons would have been used in July at an average rate of 12,270 gallons per day for that month. However, the attendance on peak days frequently reaches 300% of the monthly average, suggesting a maximum water consumption of approximately 37,000 gallons per day.

Assuming that the three residences have a total population of about 9, using 50 gallons per capita per day, their daily consumption would only be 450 gallons. Two concessioner employees at 25 gallons per day would only add 50 gallons to the total.

From these observations, it has also been determined that the reasonable water consumption in 1949 with adequate water-using facilities would have averaged only 6,630 gallons per day as an annual average. The estimated attendance in 1960 in Figure A also suggests that total consumption by that date would still average somewhat less than 10,000 gallons per day, but the peak day demand might reach 50,000 gallons per day.

On this basis, the ability to confine the Monument water use to 10,000 gallons per day for even a few years is extremely debatable unless very extensive additional storage capacity is provided. However, it is assumed that the Regional Engineer is working on a water system plan that will provide sufficient storage to prevent the draft of more than 10,000 gallons per day from the Air Force pipe line except on one or two days at a time.

Presumably the Air Force is not so concerned with the obligation to deliver slightly more than 10,000 gallons per day at rare intervals as it is with preventing a major continuing draft of large quantities. Accordingly, a frank explanation similar to that just offered will probably be sufficient to permit the suggested amendment in the contract.

We should also remember that we must determine whether to abandon the plans for the use of waters of Dog Canyon or to retain

that project with low priority. Because of the provisions in the Air Force agreement relating to emergencies which may prevent water deliveries, it is believed that the Air Force supply can be considered only as a temporary expedient. Accordingly, it is recommended that the proposal for the ultimate use of the Dog Canyon water supply be retained in the master plan and project construction programs, that the Lawson tract be used under permit by some of the local stockmen as continuously as practical, and that the permits provide for the rehabilitation and maintenance of the old water systems to protect the Federal rights to the waters of Dog Canyon.

(SGD.) A. VAN V. DUNN.

A. van V. Dunn
Chief, Water Resources Branch

Attachments 2

AvanVDunn:sh

C O P Y

STATE OF NEW MEXICO

OFFICE OF
STATE ENGINEER

John H. Bliss
State Engineer

SANTA FE

October 22, 1947

Mr. Hugh M. Miller
National Park Service
Washington 25, D.C.

Dear Sir:

Receipt is acknowledged of your letter of October 3, 1947 and enclosures thereto. The material submitted indicates that the United States of America has attempted by two separate actions to secure rights to the use of the surface waters of Dog Canyon in Otero County, New Mexico, namely; Federal Withdrawal No. 2399; suit No. 82-Civil in the District Court of the United States in and for the District of New Mexico.

There is no indication that the United States has acquired any rights to the use of Dog Canyon under Federal Withdrawal No. 2399.

By virtue of condemnation proceedings in Case No. 82-Civil, it appears that the United States has acquired the rights formerly owned by J. L. Lawson, whatever they may be. The condemnation proceedings did not establish the rights of J. L. Lawson, but merely served to transfer those rights from Mr. Lawson to the United States and to authorize a change in the place and method of use of waters of Dog Canyon.

The rights of J. L. Lawson as of the date of acquisition by the United States could be established by filing a Declaration of Old Right with this office.

Necessary forms are furnished herewith. The declaration should be filed in duplicate and accompanied by the filing fee and by affidavits or other material to support the statements in the declaration. If the declaration is accepted by the State Engineer, it becomes prima facie evidence of a water right.

If water right is thus established of record in this office, no necessity is seen for tying it to the Federal Withdrawal nor for proceeding under the withdrawal, unless additional water rights over and above those secured from Mr. Lawson are needed.

Very truly yours,

(Sgd) John H. Bliss
John H. Bliss
State Engineer

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CHICAGO, ILLINOIS

ADDRESS ONLY
THE DIRECTOR, NATIONAL PARK SERVICE

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FILED

October 3, 1947.

Mr. J. H. Bliss,
State Engineer,
Santa Fe, New Mexico.

OCT 8 - 1947

OFFICE STATE ENGINEER
SANTA FE, N. M.

My dear Mr. Bliss:

On July 7, Mr. A. van V. Dunn, Chief, Water Division, called at your office with Mr. Ralph Lassiter, Regional Engineer, Region Three of this Service, and discussed the water rights for White Sands National Monument with several members of your staff.

By declaration of taking, and condemnation, the United States acquired certain lands and appurtenant rights to the use of waters of Dog Canyon during 1939 and 1940 from J. L. Lawson to provide a water supply for that Monument. On November 16, 1940, the United States filed an independent Federal Water Withdrawal No. 2399 to cover the diversion of the waters of Dog Canyon and their conveyance to the Monument for domestic and recreational use, in compliance with the State water laws then in effect, which permitted all Federal agencies to make such withdrawals.

Subsequent analysis has suggested that the priority established by Mr. Lawson and his predecessors will be lost if it is not more adequately tied to the Federal Withdrawal. It was also determined during Mr. Dunn's interview that you did not have the records of the Lawson rights or the Federal condemnation. As agreed in the discussion, there is enclosed a certified photostat copy of our records of the Territorial Right and the Federal Withdrawal, which we have designated as White Sands National Monument Water Right Deed 8. This assembly also includes records of junior conflicting claims. We shall appreciate your instructions regarding further action we should take to attach the early priority to water use under the Federal Withdrawal No. 2399.

Our Office is being transferred from Chicago to Washington in a matter of weeks. The reply to this letter should be sent to the National Park Service, Washington 25, D. C.

Sincerely yours,

Hugh M. Miller,
Acting Director.



Enclosure 866.

Mr. Burney and Mr. Price. March 19, 1946.

Mr. Dunn.

Dog Canyon Water Right and Proposed Water System for White Sands National Monument.

The accompanying White Sands "Deed No. 8" constitutes all the evidence of water right for that Monument at this time. It includes:

Part I - Abstracts from Deed No. 7 to show Federal title to Dog Canyon Water Rights which were originally established by Oliver M. Lee and conveyed to the United States by J. L. Lawson.

Part II - Recorded status of said water right, including definition of rights conveyed to United States by J. L. Lawson, and the two junior conflicting rights of Mr. Stark and Mr. Coppernoll.

Part III - Present status of rights of way being established or acquired to permit construction of a pipe line from Dog Canyon to White Sands National Monument.

Part IV - Declared claim to the waters of Dog Canyon by the United States, under filing No. 2399.

The Regional Office personnel, and Custodian of the Monument, are still discussing possibilities of obtaining water from the Town of Alamogordo or the United States Army system, and abandoning all use of the rights acquired from J. L. Lawson at a purchase price of $3,000 plus cost of condemnation. The first point is that the National Park Service should either complete a water system to use the rights acquired from Mr. Lawson, or take steps to declare the property surplus and try to dispose of it for some monetary reimbursement.

The "Deed No. 8" also shows that there are two other claimants to water from Dog Canyon, namely, John Stark, and the owner of the Coppernoll Ditch. If the United States allows the rights acquired from Mr. Lawson to remain unused any longer, those rights may be lost by lapse. About the only proof that we have not abandoned them is that we have permitted grazing and stock watering on the tract acquired from Mr. Lawson.

In the third place, on the instructions of Mr. Joseph E. Taylor, we filed Declaration No. 2399 to divert waters of Dog Canyon for use at White Sands, with a priority of November 16, 1940, which is junior to the rights of Mr. Stark and the Coppernoll Ditch Company, and has no connection with

the rights established by Mr. Lee with first priority on the stream. If we are to use the waters of Dog Canyon at White Sands at all, we should amend the original Lee rights to fit our plans, and abandon our worthless junior filing under Declaration No. 2399.

There seem to be two questions:

1. What can this Office to do get final decisions on development plan in time to save the valuable old rights?

2. Does the Chief Counsel agree with me that we are wasting time and money with Declared Right No. 2399, and should be amending old Lee right instead?

(SGD.) A. VAN V. DUNN

AvVD:sh. Chief, Water Rights Division.

Attachment.

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February 16, 1945.

MEMORANDUM for the Regional Director, Region Three.

The attached drawing, No. NM-WS-6976, in duplicate, has been prepared from the data supplied with Mr. Scoyen's memoranda of December 16, 1944, with regard to the proposed water system for White Sands National Monument, and copies of the land patents which we have obtained from the General Land Office.

We have shown two alternate locations of the town of Alamogordo and the reservoirs of the War Department, either of which may be the proper interpretation of your drawing. The difference is due to the offset of sections along the line between Ranges 9 and 10 East. Please return one print of the drawing with the correct location shown.

The drawing shows that all private land along the proposed Dog Canyon water system route was patented after 1890. For this reason it is not necessary to renew the right of way easements. It is also possible to cross the land of J. W. Young in Section 17, T. 18 S., R. 10 E., N. M. P. M., by evoking the reservation in his patent.

There is still a little doubt about the need for easements or permits to cross the Southern Pacific tracks and U. S. Highway No. 70. We should make further investigation before attempting to settle these points. It is requested that you determine from the county records at Alamogordo whether the rights of way were obtained from Mr. Camp, or his successors, after the land was patented.

We are not particularly impressed with the alternate plan to obtain water from the town of Alamogordo. The total length of pipe line seems to be more than 3 miles longer than that from Dog Canyon. The maintenance of either the 5" or 10" pipe which has been installed by the War Department would be more expensive than the maintenance of the 3" line which is all that is needed for monument purposes. This Service already has the necessary water rights to divert the water of Dog Canyon and the supply seems to be ample for such use while there is much question as to when the town of Alamogordo may need all water which it can obtain from its source of supply. Finally, we are not entirely in favor of using a pipe for a domestic water supply which has previously carried gasoline or any other alien liquid. There will have to be a sound justification before we can approve this alternate.

(SGD) A. M. [illegible]

Acting Chief Engineer.

Enclosure 479.

In duplicate.

cc: Mr. Dunn.

12-14-1944: memorandum to commissioner, general land office from acting director regarding land ownership

December 14, 1944.

MEMORANDUM for the Commissioner,
General Land Office.

Our records suggest that Mrs. M. M. Wood and Mr. S. A. Wood own or claim the S½ NW¼ of Section 14, T. 18 S., R. 9 E., N.M.P.M., approximately 11 miles east of White Sands National Monument. The copies of patents which you submitted with the attached note, in reply to our memorandum of November 20, do not include the SW¼ NW¼ of said section. We should like to know whether a copy of the patent covering this 40-acre tract was inadvertently omitted, or if the tract is unpatented public land.

Patent No. 340522, Las Cruces 05629, covering the S½ NE¼ and N½ SE¼ of said Section 14, was issued to Samuel David Camp on June 10, 1913, subject to vested and accrued water rights, rights to ditches and rights used in connection therewith; and reserving a right of way thereon for ditches and canals constructed by authority of the United States. There are no exceptions in the patent for railroads or highways, although the tract is crossed by a 200-foot right of way of the El Paso and Southwestern Railroad Company, a subsidiary of the Southern Pacific Company, and by U. S. Highway No. 70.

We propose to construct a pipe line from Section 16, T. 18 S., R. 10 E., N.M.P.M., to Section 1, T. 18 S., R. 7 E., N.M.P.M., in accordance with Permit No. Las Cruces 059824 issued to the National Park Service, Department of the Interior, and signed by the Commissioner on April 21, 1945. We propose to invoke the act of August 30, 1890 (26 Stat. 391, 43 U.S.C. sec. 945), under which the last reservation is made in the aforesaid Patent No. 340522, in order to cross intervening private land. See Solicitor's opinion of August 9, 1945, M. 33127, copy attached. We desire advice as to whether the railroad and highway rights of way are subject to the same reservation of "a right of way for ditches and canals constructed by authority of the United States," or if it is necessary to obtain a grant from the railroad company and the State of New Mexico of a right to construct the pipe line across the railroad and highway.

(NGD) Hillory A. Tolson

Acting Director.

AvVD:sh.

Enclosure 445.

cc: Regional Director, Region Three (2).
Mr. Dunn.

11-20-1944: memorandum to commissioner, general land office from acting director regarding needed patents for land

54

November 20, 1944.

MEMORANDUM for the Commissioner,
General Land Office.

It will be appreciated if you will supply us with the dates of the patents for the following land, and indicate which, if any, of the patents do not include the reservation of rights of way for canals or ditches under the act of August 30, 1890 (26 Stat. 391).

Area			Present Owner
Section 9, T. 18 S., R. 9 E., New Mexico P.M.		S½	Jack E. Prather
Section 14,	"	NW¼	M. M. & S. A. Wood
Section 14,	"	NE¼	(P. W. Sammons (Bud & Cora Prather (El Paso & South- (western R.R. Co. (State of New Mexico
Section 15,	"	NW¼	Pearl Still
Section 15,	"	NE¼	Bud & Cora Prather
Section 16, T. 18 W., R. 10 E., N.M.P.M.		NW¼	Julia F. Morgan
Section 16,	"	NE¼	W. S. Simmons
Section 17,	"	NW¼	Minnye V. Stark
Section 17,	"	NW¼ NE¼	J. W. Young

(SGD) Hillory A. Tolson

Acting Director.

AvVD:sh.

cc: Regional Director, Region Three (2). (detached).

Mr. Dunn.

09-05-1944: memorandum to director from assistant regional director regarding project construction program proposal for white sa

NATIONAL PARK SERVICE
REGION THREE
SANTA FE, NEW MEXICO

September 5, 1944.

MEMORANDUM for the Director.

Reference is made to Mr. Tolson's memorandum of August 29 including the review by Mr. A. van V. Dunn of Project Construction Program proposal U-1-3, Water Supply, White Sands National Monument.

On the proposal form under block 12, the words "for the production of the estimated requirements of 10,000 gallons per day" have been blotted out.

Regarding rights-of-way, an extension of time to June 30, 1945 has been obtained fro crossing the tracts listed by Mr. Dunn as C, D, E, G, H, I, and J. As it seems fairly certain that funds will not be available and construction started by the time the extension of time expires, it is intended to evoke the Act of August 30, 1890, (26 Stat. 391) to cross the private lands involved.

The easement permit to cross the railroad has been signed and accepted. Our photostatic copy of the agreement is dated April 19, 1940.

Right-of-way easements across the highways and state lands have not been obtained. It is assumed that this will be largely a matter of form requiring only a short time whenever it seems possible that funds for construction may be obtained.

Fred W. Johnson, Commissioner of the General Land Office, granted permission to construct and maintain a pipe line across the Government land on April 21, 1943. Paul Roach, Manager for the General Land Office at Las Cruces, New Mexico, on April 30, 1943, acknowledged receipt of this permission and the accompanying map referred to therein showing the lands to be crossed. Presumably, Mr. Roach has noted this right-of-way on the land plats involved.

Mr. Dunn should note that U. S. Highway 70, shown crossing Sec. 14, T 18S, R 9 E, actually crosses Sec. 1, R 7 E, and Sec. 6, R 8 E, directly adjacent to the parking space at headquarters. The highway marked U.S. 70 should be marked U.S. 54. The other error on the map, that Dog Canyon Creek is a tributary of the Sacramento River, Mr. Dunn has already noted.

/s/ Charles A. Richey,
Assistant Regional Director.

cc: Custodian, White Sands.

C
O
P
Y

Chief Engineer Oliver G. Taylor. August 23, 1944.

Hydraulic Engineer A. van V. Dunn.

Reference is made to PCP's NM-WS-U-1-2 and its revision as U-1-3 for White Sands National Monument, covering the proposed Dog Canyon water supply for that Monument.

The revised form calls for 3-inch pipe with a capacity of 43,303 gpd using C=100, and this is approximately the reliable available supply. Under the justification the estimated water demand is given as only 10,000 gallons per day, although it also states that White Sands is one of the heaviest traveled areas of the Southwestern group. The Lawson tract was purchased on the basis of acquiring a water right to between 40,000 and 60,000 gpd. On this basis the estimated water demand should either be raised or deleted in the PCP.

The second paragraph under Miscellaneous Data and Remarks seems to be in error:

1. The proposed pipe line route traverses property of the following owners, but no instruments conveying right of way have been received for review or acceptance to date:

A.	United States -	approximately 9.0 miles
B.	State of New Mexico -	approximately 1.5 miles
C.	Jack E. Prather -	approximately 1.0 mile
D.	Bud Prather -	approximately 0.5 mile
E.	M. M. & S. A. Wood -	approximately 0.5 mile
F.	P. W. Sammons -	approximately 0.3 mile
G.	Pearl Still -	approximately 0.5 mile
H.	Julia F. Morgan -	approximately 0.5 mile
I.	W. S. Simmons -	approximately 0.5 mile
J.	Minnie Stark -	approximately 0.5 mile
K.	J. J. Young -	approximately 0.25 mile (need doubtful)
L.	R. R. Crossing -	width of right of way
M.	U. S. Highway No. 70 -	width of right of way
	Total	approximately 15.00 miles

2. It is possible that much of the right of way can be obtained by evoking the Act of August 30, 1890 (26 Stat. 391) which the Solicitor construed to apply to pipe lines as well as ditches in his opinion M. 33127, which was approved by the Assistant Secretary on August 9, 1943. By memorandum of June 7, 1942, the custodian advises that he has checked the patents in the county records and finds that those for all involved private land include the reservation. However, this reservation applies to the patented land only, and the right of way does not exist until the ditch or pipe line is installed and the Chief Counsel advised that a notice of intent to evoke the act should be sent to each land owner first. There is still work to do.

3. The last paragraph under Miscellaneous Data and Remarks also refers to the Act of Feb. 15, 1901 (31 Stat. 793). This statute refers to a bridge across the Monongahela River. The correct reference is (31 Stat. 790). The Commissioner of the General Land Office suggested that this statute could be used for obtaining right of way for the West Mancos Water Supply System at Mesa Verde, but I am not sure that he or the Chief Counsel would agree that it was the act to apply at White Sands. We should know which agency administers the public land in question before making the decision.

4. The regulations with regard to the act of Feb. 15, 1901, and to nearly all other similar acts require that a map with proper ties to all section corners be filed with the General Land Office. This map still has to be made. As long as the application and map are not filed, the land is free for entry subject to the act of August 30, 1890, and such regulations as the administering agency may have made.

(SGD) A. VAN V. DUNN
Hydraulic Engineer.

AvVD:sh.

C O P Y

White Sands
x Carlsbad

STATE OF NEW MEXICO

OFFICE OF
STATE ENGINEER

SANTA FE

June 1, 1944.

File Nos. 2399 & 2374

Mr. A. van C. Dunn,
Hydraulic Engineer,
National Park Service,
Water Rights Section,
601 Sheldon Bldg.,
San Francisco, 5, California.

Dear Sir:

Under File No. 2399, Declaration of Intention to Appropriate was filed, but notice of publication was never issued.

File No. 2374, same as above.

Very truly yours,

(Sgd) Thomas M. McClure
State Engineer.

01-04-1944: memorandum to the director from assistant regional director regarding dog canyon water supply

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION THREE
SANTA FE, NEW MEXICO

JAN 7 1944

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January 4, 1944.

MEMORANDUM for the Director.

This will acknowledge receipt of Mr. Tolson's memorandum of December 4 relative to PCP proposal U-1-1, Dog Canyon Water Supply, White Sands National Monument.

A revision of PCP proposal NM-WS-U-1 will be submitted at an early date, together with a new priority sheet. We are recommending the two-inch water line with 20,000 gallon reservoir. The original form contained an alternate proposal for construction by the BRR project. It is estimated that this line will furnish about 18,000 gallons per day which is considerably more water than the daily needs. An additional reservoir eventually may be necessary.

The right-of-way easements have been acquired, and an extension of time was obtained, so that all easements are in force until June 30, 1945. This is not necessary, however, because if the date expires before construction is started we can exercise our right to build a water line by virtue of the act of February 15, 1901 (31 Stat. 790; 43 U.S.C. 959), also see Solicitor's Opinion M. 33127, August 9, 1943.

All rights-of-way over privately owned land crossed by the proposed pipe line are available by virtue of the act of February 15, 1901. These lands are listed in Custodian Faris' memorandum of June 7, 1942, and are as follows:

Sec. 9, T. 18 S., R. 9 E.
Sec. 13, T. 18 S., R. 9 E.
Sec. 14, T. 18 S., R. 9 E.
Sec. 17, T. 18 S., R. 10 E.
Sec. 18, T. 18 S., R. 10 E.

CHARLES A. RICHEY

Charles A. Richey,
Assistant Regional Director.

cc: Water Rights Section, Region Four Office.
Custodian, White Sands N.M.

12-04-1943: memorandum to regional director from acting director regarding p.c.p. - u-1-1, dog canyon water supply

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

DEC 10 1943

12/10/43

December 4, 1943.

MEMORANDUM for the Regional Director, Region Three.

Reference is made to P.C.P.-U-1-1, Dog Canyon Water Supply, White Sands National Monument, and Mr. McColm's memorandum of April 24, 1942.

The United States seems to have acquired rights to a reliable flow of approximately 0.1 sec. ft. of water by condemnation of the Lawson property. It has a Federal water withdrawal No. 2399 of 0.067 sec. ft. of water with proposal to use 3-inch pipe on a grade of 5.45 ft. per 1,000 feet to deliver it.

The P.C.P. was signed by Mr. Diehl on June 1, 1937, by Mr. Pinkley on September 21, 1938, and by Mr. Douglas on August 19, 1941. It was revised at some time prior to the latter date and Mr. Richey indicated that he made some additions.

There seems to be two plans on the same form: one for a 20,000 gallon reservoir and 15 miles of 2-inch pipe; and one for a 3 or 4 inch pipe with little or no storage. The two inch line, on the grade of 5.45 feet per 1,000 ft. will only carry about 0.042 sec. ft. of water. Either system is listed to cost about $77,000.

The P.C.P. form also states in one place that rights-of-way have been acquired and elsewhere that they have not. The last memorandum we have on the subject, by Mr. McColm, dated April 24, 1942, advises that rights-of-way, particularly over Federal land, have not been acquired.

It seems desirable that a revised P.C.P. form should be prepared, eliminating conflicting statements and covering a design for the quantity of water needed. In addition, since the project has such high priority, we should complete the acquisition of the necessary right-of-way.

As a matter of fact, we have no records of deeds to any of the private land. We should like to know which private land was patented before and after August 30, 1890, and what progress has been made toward acquisition of that patented before 1890.

Please send a copy of your reply to the Water Rights Section in San Francisco.

(SGD) Hillory A. Tolson

Acting Director.

In duplicate.

cc: Water Rights Section, San Francisco.
Branch of Lands.

07-20-1943: memorandum to hydraulic engineer from acting regional director regarding dog canyon water rights

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION THREE
SANTA FE, NEW MEXICO

JUL 24 1943
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July 20, 1943.

MEMORANDUM for Hydraulic Engineer van V. Dunn,
Region Four Office.

This will acknowledge receipt of Mr. Dunn's memorandum of July 14 in regard to Dog Canyon water rights for White Sands National Monument.

We are glad to know that the four-year non-use lapse date is October or November 1944, and not 1943. Conditions may change greatly within the next year so that we can make beneficial use of the water.

At the present time there is little use to be made of the water. We plan, however, to issue a grazing permit for ten head of cattle to the Fairchilds for use of the 440-acre monument tract one-half mile below Dog Canyon Springs, with the expectation that the cattle will find the water supply.

To farm a small tract or have a victory garden at Dog Canyon would necessitate expenditures which we doubt could be justified. In the first place, fencing would be necessary, regardless of the Fairchild grazing permit, because there are varying amounts of trespass stock in that area much of the time. Also, it would be necessary to construct irrigation ditches, and a considerable portion of the land would have to be leveled to obtain a large enough tract to be worth while. Furthermore, this area is more than twenty miles, by road, from the monument headquarters and it would not be feasible at this time to make that great a drive just for a victory garden.

Including the Fairchild permit stock and certain trespass stock, there may be as many as thirty to forty head of livestock watering at the spring at one time. However, we do not know of any beneficial use, other than for the livestock, at this time. We will be glad to receive any suggestions that you care to make and hope that you will file for a time extension before the four-year non-use lapse date.

Charles A. Richey
Charles A. Richey,
Acting Regional Director.

cc: Custodian Faris,
White Sands N. M.

601 Sheldon Building

July 14, 1943.

MEMORANDUM for the Regional Director, Region Three.

Reference is made to Mr. Richey's memorandum of July 1, 1943, with regard to the Dog Canyon water right for White Sands, and the plan to issue a temporary special use permit for stock watering on the related 440-acre tract.

Since the testimony in the condemnation of the Dog Canyon area shows water use prior to 1906 and the court awarded the right to the United States, we consider it to be a perfected right. Our amendment under Federal Withdrawal No. 2399 was also made prior to the amendment of the water code in 1941, the declaration being signed by Mr. Miller on October 31, 1940, and accepted by the State with priority of November 16, 1940, when the map was received, so we feel that the only lapse can result from non-use for 4 years, the limit set by the amended water code. We feel, therefore, that no action is needed prior to October or November 1944 and not 1943.

On this basis, we feel that we should not even suggest possible lapse to the State Engineer. We also feel that no stock watering permit to Mr. Fairchilds is needed for another year unless you wish to grant it in the interest of greater food production or for other administrative reasons.

However, by our withdrawal we more or less cancelled the old stock watering use shown in the condemnation and substituted recreational use at the monument. If you propose to grant the stock watering permit we must amend the declaration again before such use is legal. Even this, however, will not prevent any lapse of the spring flow exceeding actual stock watering. At 10 gpd per head the full use will require 6,463 head of cattle, and testimony at the condemnation suggests that only 1,000 head were ever previously watered, probably because the range was limited.

We feel that it will be a precaution to amend the withdrawal before the end of the summer of 1944 to restore use to the original 440 acres of any water not needed at the monument. By that time, too, the stock watering permit should be active and it would help further if the monument personnel, or others, would also convert the original irrigated area of 5 acres to victory gardens.

Irrigation of 5 acres would require about 0.0715 second feet, leaving enough water for about 1,840 head of cattle. Before we apply for the amendment we should like more specific information with regard to number of head

FILE COPY

of cattle you propose to allow Mr. Fairchild to water and what other use you can make of the surplus at least until after the war. If full use will not be covered, we can also advise the State Engineer at the proper time that failure to make full use during the war is no abandonment.

Extra copies of this memorandum are enclosed for your transmittal to the Director, the Superintendent of Southwestern National Monuments, and the Custodian of White Sands National Monument, if you wish to do so.

A. Van V. Dunn,
Hydraulic Engineer.

AvVD:SH

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION THREE
SANTA FE, NEW MEXICO

JUL 6 1943
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July 1, 1943.
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MEMORANDUM for the Regional Director, Region Four.

There is enclosed, for the attention of Engineer Dunn of the Water Rights Section, a copy of Director Drury's memorandum of June 22 regarding use of water from Dog Canyon Springs, White Sands National Monument.

In view of the Director's comments, we propose to issue a grazing permit to the Fairchilds to cover their limited use of the 440-acre tract near the springs.

As I recall, the matter of making beneficial use of the Dog Canyon Springs water was discussed with Mr. Dunn during his last trip to Region Three. Although we had not hoped to claim beneficial use of the water in connection with grazing, we had hoped that this might strengthen our case, particularly since there is little possibility of constructing the water line until some time after the war.

With reference to the last paragraph of Mr. Drury's memorandum, we do not have a copy of the water rights application in this office, but our file indicates that the present application will lapse October 31, 1943. It is, therefore, requested that the Water Rights Section make application for an extension in which beneficial use must be shown.

Charles A. Richey
Charles A. Richey,
Acting Associate Regional Director.

In dupl.
Encl. 1290367.
cc: Supt., SWNM.
Custodian, White Sands N.M.

06-22-1943: memorandum to regional director from director regarding water rights at dog canyon springs

→ Water Rights Section

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

ADDRESS ONLY
THE DIRECTOR, NATIONAL PARK SERVICE

~~WASHINGTON~~
CHICAGO

June 22, 1943.

MEMORANDUM for the Regional Director, Region Three.

Reference is made to Mr. Richey's memorandum of June 3 enclosing copies of Ecologist Ratcliff's memorandum of June 2 in which comment is made regarding water rights at Dog Canyon Springs near White Sands National Monument. It is noted that you recommend issuance of a special use permit to the Fairchilds so that their cattle may use water which has been allotted to this Service.

We doubt that issuance of a special use permit for the use of this water would be of material assistance in perfecting our water rights to these springs. It is doubtful that such use of water was included in our filed application for an appropriation of water. However, we have no objection to your issuance of a grazing permit to the Fairchilds for use of the 440-acre monument tract, 1/2 mile below Dog Canyon Springs, with the expectation that the cattle would find the water supply of their own accord.

If there is a likelihood that the water right may lapse through our inability to show beneficial use within the statutory period, it is suggested that you refer the matter to the Water Right Section, Office of the Regional Director, Region Four, so that an application may be filed for an extension of the period in which such use must be shown.

(SGD) Newton B. Drury

Director.

In triplicate.

CHARLES A. RICHEY

09-22-1942: memorandum to regional director from regarding water rights in dog canyon

601 Sheldon Building

September 22, 1942.

MEMORANDUM for the Regional Director, Region Three.

Reference is made to Mr. Richey's memorandum for you of September 17, 1942, upon the subject of grazing by stock owned by Tommy and Sam Fairchilds upon the property purchased to acquire water rights for Dog Canyon National Monument. A copy of this memorandum was furnished to this office requesting suggestions.

It is my belief that the issuance of a special use permit is the ideal solution to this problem, subject of course to administrative clearance with respect to use of the property for grazing purposes.

The Dog Canyon water right is a federal withdrawal made in accordance with the laws of New Mexico in force at the time thewithdrawal was made. It is complete at this time and requires no further steps. However, it has been pointed out by Hydraulic Engineer A. van V. Dunn that the water system, so far as we know, has not been constructed and some of the right of way for the pipe line has not been acquired. It would therefore be desirable to have the water placed to a beneficial use in some other fashion if it is possible to do so.

Our own inclination would be to recommend approval of a special use permit, perhaps without any fee whatever, as being in the best interests of the United States. The description of the property appearing upon the special use permit should include the water from the Dog Canyon Springs for the particular uses to which the Fairchilds desire to devote it. While it is unnecessary to discuss the effects of adverse use by the Fairchilds, we thus would eliminate any appearance of disinterestedness and the use of the water would be by specific consent and the Fairchilds would be constituted, for the purpose of placing the water to a beneficial use, the representatives of the Federal Government.

From Mr. Richey's memorandum it is also apparent that it would be desirable to have the Fairchilds operating under permit for the

FILE COPY

reason that their assistance is available in watching over the property in case of fire and in reporting unusual activities which might lead to poaching or vandalism. It is suggested, in view of these benefits to be derived from the use of the property by the Fairchilds that it might only complicate matters to refer to a monetary consideration.

With respect to special conditions to be inserted upon the reverse side of the special use permit following the printed conditions, we suggest automatic renewal upon a year-to-year basis subject to cancellation by the Director for a period of five years. We suggest that, as an additional condition, the understanding be incorporated into the permit that nothing therein shall be construed to prevent the Park Service from fencing the spring or any other area determined to be necessary for Park Service use and that nothing in the permit shall be construed as a grant of a water right or a grant to any permanent use from this source, or as a grant of a right of way for the purpose of initiating any independent claims to the use of waters of Dog Canyon Springs.

It may be that there will occur to you other special conditions for incorporation into the special use permit, either in connection with the number of head of cattle to be permitted upon the property or special conditions with respect to protection of the property, but we believe the suggestions above made are about all that we can make with respect to protection of our interests in the water.

JET:SH

Regional Attorney.

cc: Director.
Supt., S.W.Nat. Mons.
Custodian, White Sands Nat. Mon.,
through Supt., S.W.Nat. Mons.

09-22-1942: memorandum to regional attorney from hydraulic engineer regarding permit for grazing near dog canyon

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

WATER RIGHTS SECTION

SAN FRANCISCO, CALIF.

601 Sheldon Building

September 22, 1942.

MEMORANDUM for Regional Attorney Joseph E. Taylor.

Reference is made to Superintendent Richey's memorandum of September 17 in regard to a permit for grazing by stock owned by Tommy and Sam Fairchilds at Dog Canyon near White Sands National Monument.

The Dog Canyon water right is a federal withdrawal and complete at the present time with no further steps to be taken. However, the water system, so far as I know, has not been constructed and some of the right of way for the pipe line has not been acquired. Therefore, it would be desirable to put the water to some use.

I would be inclined to grant the permit for a fee or not, as others might determine, but the permit should be only for a period until the Park Service completes its water system in any unrestricted form which might now be granted. The permit should also provide that when the water system is completed it will include fencing of the spring. area and that nothing in the present permit would grant the Fairchilds a claim to water after that date and that during the life of the permit their water use is under the Park Service water right and that they are not themselves to initiate any independent claims for the waters of the Dog Canyon Springs.

A. Paul Dann

Hydraulic Engineer.

09-17-1942: memorandum to regional director from superintendent regarding trespass grazing by stock

SEP 21 1942

Dunbar Taylor 9/20

Asst. J.E.T. 9/22

FILE

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
SOUTHWESTERN NATIONAL MONUMENTS
COOLIDGE, ARIZONA

September 17, 1942.

MEMORANDUM for the Regional Director, Region Three.

It has come to our attention that the Dog Canyon property, parts of sections 21 and 28, T. 18 S., R. 10 E., is subject to trespass grazing by stock owned by Tommy and Sam Fairchilds. It is also understood that they use overflow water from the Dog Canyon Springs, in connection with this grazing, off the Dog Canyon property.

Your office realizes that this property is not fenced, and because of its long distance from White Sands it is possible to patrol it only occasionally. In this connection, the Fairchilds have been very cooperative and assisted the monument personnel in watching over the property in case of fire, and in reporting any unusual activities that might lead to poaching or vandalism. It is also understood that the Fairchilds own and lease certain land in the vicinity, and have a special use permit for grazing on the adjacent national forest.

It would seem wise to acknowledge the grazing on the Dog Canyon property by issuing a nominal fee special use permit in order that the Fairchilds might not attempt to claim any rights to land or water by virtue of their use. Since this property is small, and as the Fairchilds can be of considerable benefit to us as permittees, it is suggested that this permit be issued at a nominal fee of $5.00 per year. Will your office kindly outline for us any special provisions which should be included in the permit to insure the Government against the possibility of the Fairchilds' attempting to establish or accrue any rights by virtue of their present trespass or future use.

A copy of this memorandum is being forwarded to the Water Rights Division, Region Four, as it is believed that they can give us some valuable suggestions in this respect.

Information is also requested relative to the desirability of the United States' making theoretical use of the Dog Canyon waters by authorizing beneficial use through a special use permit.

Your suggestions or concurrence concerning the issuance of the above-mentioned permit will be appreciated.

CHARLES A. RICHEY
Superintendent.

cc: Water Rights Division, Region Four.
Custodian, White Sands N. M.

06-19-1942: memorandum to regional director from attorney regarding water line from dog canyon to whsa

White Sands 660-05.7

601 Sheldon Building

June 19, 1942.

MEMORANDUM for the Regional Director, Region Three.

Reference is made to Associate Regional Director McColm's memorandum of June 16 concerning pipe line to convey water from Dog Canyon to the Headquarters of White Sands National Monument. Special mention is made of Acting Superintendent Richey's memorandum to you of June 11 and the next to the last paragraph thereof.

You may consider that you have a valid right of way for the Dog Canyon water line across the privately owned lands under the state reservation in the patent for these lands -- namely, the reservation of the right to construct ditches or canals by the United States. It has long been considered by this Service that such a reservation in the patent includes the implied reservation for a pipe line. We have a memorandum from the Chief Counsel to that effect and also stating that the National Park Service has long relied on that implication, even though there has been no court determination thereof.

ALJ:SH

Attorney.

cc: Director.
Acting Supt., S.W.N.M.
Cust., White Sands N.M.,
through S.W.N.M.

FILE COPY

06-07-1942: memorandum to superintendent from regarding properties crossed by proposed water line

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
White Sands National Monument
Alamogordo, New Mexico

COPY

June 7, 1942.

MEMORANDUM for the Superintendent
Southwestern National Monuments.

This is in reply to your memorandum of May 27th, regarding reservations in patents of the lands crossed by the proposed water line from Dog Canyon.

An examination of the county records show that in all sections where any patented lands are located, the respective patent carries the provision that authority is granted the United States Government the right to construct ditches or canals.

The description of the particular sections involved together with the book and page of the County Clerks records follows, that should it be desired to check any of these in the future, it could be done with little difficulty.

T. 18 S., R. 8 E., Sec. 5	Book 58	Page 179
	58	478
T. 18 S., R. 9 E., Sec. 9	Book 58	Page 541
Sec. 13	Book 34	Page 565
	34	412
	34	417
Sec. 14	Book 34	Page 272
	34	331
	34	342
	34	539
	58	147
	58	209
	58	340
T. 18 S., R. 10 E., Sec. 17 ...	Book 58	Page 48
	58	113
	58	321
	58	389
Sec. 18 ...	Book 34	Page 237
	34	390
	58	63
T. 18 S., R. 10 E., Sec. 18 ...	Book 58	Page 513
	58	321
	58	505

Custodian

01-28-1942: memorandum to attorney from regional attorney regarding water rights for whsa from dog canyon

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION THREE
SANTA FE, NEW MEXICO

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January 28, 1942.

MEMORANDUM for Attorney Albert L. Johnson,
Water Rights Section, Region Four.

There is enclosed a copy of State Engineer Thomas M. McClure's letter of January 26, relative to the water rights of the National Park Service in situations similar to that now pending at White Sands National Monument, involving the Dog Canyon property, as a result of an amendment to the State Statutes by the New Mexico Legislature of 1941.

Mr. McClure stated verbally to the undersigned that the National Park Service, having filed its notice prior to the enactment of such amendment of April 15, 1941, its rights would operate under the old law, in other words, the act which was in force during 1940. He said it would only be necessary that we file the maps and other papers required by the former law. I believe Mr. Dunn has made such filing in accordance with the law. If this be true, there seems to be no doubt but that the Government's right is secure. Mr. McClure stated positively that the act was in no since retroactive.

Raymond Stroag
Regional Attorney.

Enclosure 1870339.
cc: Acting Superintendent, SWNM.
Custodian Faris.

STATE OF NEW MEXICO
OFFICE OF
STATE ENGINEER

Santa Fe

January 26, 1942.

THOMAS M. McCLURE
State Engineer

Mr. Raymond Sroaf,
National Park Service,
Santa Fe, New Mexico.

Dear Mr. Sroaf:

Pursuant to our conversation of last week, please be advised of the following:

All reservations filed for water by Federal agencies which were filed prior to April 15, 1941, the date the new law went into effect, will be acted upon under Chapter 151, Section 152, 1929 Compilation, New Mexico Statutes.

All applications filed after April 15, 1941, must conform with Chapter 126, Session Laws of 1941.

Trusting this gives you the desired information, I am,

Very truly yours,

/s/ Thomas M. McClure

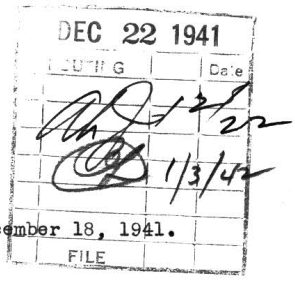
State Engineer.

TMM:EM

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12-18-1941: memorandum to attorney, water rights region 4 from regional attorney regarding proposed development of dog canyo

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION THREE
SANTA FE, NEW MEXICO



December 18, 1941.

MEMORANDUM for Attorney Albert L. Johnson,
Water Rights Section, Region Four.

There is enclosed a copy of Acting Superintendent Milton J. McColm's memorandum of December 12, concerning the proposed development of the Dog Canyon water supply for White Sands National Monument.

We have been having considerable correspondence with the headquarters office of Southwestern National Monuments, relative to some development in order to better establish our rights in the Dog Canyon waters for this monument. This matter has been giving us much concern from a legal standpoint, particularly since the Defense Program. It would be appreciated if you would state very concisely the legal situation at this time and the urgency which it is believed the problem presents.

It has been suggested that the easements now in our possession, which have not been accepted or recorded, be renewed by obtaining an extension agreement from each of the owners of the lands over and across which the pipe line is proposed to be constructed. These easements, unless extended, will expire in February and March, 1942. Superintendent Miller has requested that an extension be obtained in order to place them in a better position to ask for funds from the Bureau of the Budget for the purchase of materials and employment of labor for the construction of such pipe line.

It would be appreciated if you would reply to any other questions raised by Acting Superintendent McColm's memorandum of December 12, as you may be in a position so to do.

Raymond Sroag.
Regional Attorney.

Enclosure 1870474.
cc: Superintendent Miller.
Custodian Faris.

UNITED STATES
DEPARTMENT OF THE INTERIOR
National Park Service
Region Three
Santa Fe, New Mexico

C
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P
Y

December 3, 1941.

Mr. Harold B. Elmendorf,
Regional Water Utilization Supervisor,
Box 147,
Mesilla Park, New Mexico

Dear Mr. Elmendorf:

Reference is made to your letter of November 18, concerning a Water Facilities Operations Proposal for the South Tularosa Basin.

We appreciate your submitting this information to us, as we do have a special interest in the basin. The spring in Dog Canyon, Township 18 South, Range 10 East, is the only potential source of water for White Sands National Monument we have been able to locate. The United States owns the land through which the spring flows and the water rights of Dog Canyon. This Service has also obtained several easements over various tracts of private land for the construction and maintenance of a pipe line from the Dog Canyon springs to the Headquarters area of the White Sands National Monument.

We hope to develop this water supply in the near future and would strongly object to any proposals which would jeopardize our rights to the water from Dog Canyon spring.

Sincerely yours,

(sgd) Bernard L. Douglas

B. L. Douglas,
Acting Regional Director.

Copy mailed Southwestern Monuments 12/17/41

11-18-1941: letter to regional director from regional water utilization supervisor regarding water facilities operations proposal

UNITED STATES DEPARTMENT OF AGRICULTURE
Bureau of Agricultural Economics

Box 147
Mesilla Park, New Mexico

November 18, 1941

Mr. M. R. Tillotson
Regional Director
National Park Service
Santa Fe, New Mexico

Dear Mr. Tillotson:

Some time ago we circulated a Water Facilities Operations Proposal for the South Tularosa Basin, among various Federal agencies. Through some misunderstanding, your organization was not among those which we were advised to contact by the Department of Interior. This proposal was approved by the Water Facilities Board and operations authorized on October 17, 1941.

I have now been notified that your agency has interests in this basin and should be consulted in this regard. Enclosed is a copy of the proposal which you may keep for your files. Although dockets are now being prepared for water facilities, there is still time for us to consider any suggestions which you may care to make in this connection. If you will write me, I will pass them on to the field workers.

Very truly yours,

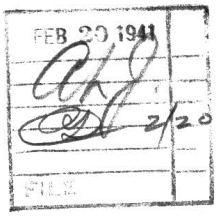
/s/ Harold B. Elmendorf

Harold B. Elmendorf
Regional Water Utilization Supervisor

Enc.
cc: Mr. Homer M. Wells

02-18-1941: letter to state engineer from superintendent regarding declaration of water withdrawal no. 2399

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
HEADQUARTERS, SOUTHWESTERN MONUMENTS
COOLIDGE, ARIZONA



February 18, 1941

State Engineer
State of New Mexico
Santa Fe, New Mexico

Dear Sir:

There is enclosed a tracing of Drawing No. NM/WS-6975, referring to Declaration of Water Withdrawal No. 2399, of the waters of Dog Canyon, White Sands National Monument. This map is filed as a supplement to Declaration of Withdrawal No. 2399 for the purpose of complying with state law. The statements of fact therein contained refer to proposed construction in accordance with detailed plans prepared and approved by this Service.

The National Park Service desires a Van Dyke negative of the drawing when completed by the necessary signature in your office. It would be appreciated if you would supply such negative. It is understood that the cost of the negative will be $2.00 and we are accordingly enclosing a voucher payable to the State of New Mexico, drawn for that sum. If you will kindly sign the certificate in the space indicated on the face of the voucher and return it with the negative, payment will be forthcoming promptly.

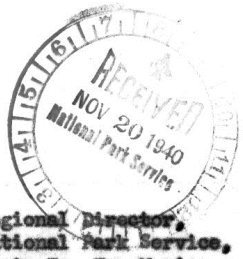
Sincerely,

Hugh M. Miller,
Superintendent

Encls.
cc: Region III
The Director
Associate Attorney Johnson
Water Right Section, Reg. IV.

11-19-1940: letter to regional director from state engineer regarding declaration to appropriate water from dog canyon

File No. 2399 November 19th, 1940



Regional Director,
National Park Service,
Santa Fe, New Mexico.

Dear Mr. Sroaf: Attn. Mr. Raymond Sroaf

We are in receipt of a Declaration of Intention of the United States, through the Department of the Interior, National Park Service, to appropriate the waters of "Dog Canyon" to be conveyed to White Sands National Monument. This declaration has been numbered "2399" and place on record in this office.

Enclosed are two carbon copies of the declaration of intention for your own files.

Very truly yours,

Thomas M. McClure
State Engineer.
(Sgd) J. Teague
By: Chief Clerk.

JT
encl.

05-25-1940: memorandum to regional director from custodian regarding beneficial water use in dog canyon

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WHITE SANDS NATIONAL MONUMENT
Alamogordo, New Mexico.

ROUTING

NATIONAL PARK SERVICE III REGION

Regional Director,
National Park Service,
Santa Fe, New Mexico.

May 25, 1940.

Memorandum for the Regional Director, Attention: Raymond Sroaf.

Replying to your memorandum dated May 20, 1940 and requesting data on beneficial use being made of the Dog Canyon waters.

Occasional stock watering would undoubtedly be considered beneficial use and as nearly as can be determined such beneficial use of the Dog Canyon waters have been made during the past twelve months and is being made as a mere continuation of an existing practice by Sam Fairchild.

This office is aware of this use and as such use consisted of this occassional stock watering it has been looked upon very much as an occassional tresspass. Mr Fairchild is aware of any use being dependent upon the Government's discretion and realizes as well, that any and all use could be denied if conditions warranted such action.

Since this is being done with the full knowledge and consent of the Government,(consent in that we know it is being done and do not prohibit it) could it not be considered as beneficial use on the part of the Government especially in case such interpretation would be to our advantage. Actually Sam Fairchild acts as a guard over our property in that section, and while he does not receive any pay for any services his presence tends to discourage much vandalism that might occur were he not close by.

John Ward Faris
Custodian

c c: Supt. Miller

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA

March 21, 1939

SPECIAL MEMORANDUM ON ACQUISITION OF WHITE SANDS WATER SUPPLY:

At the request of Regional Attorney Joseph E. Taylor, I am making this written report for our files to make permanent the oral report I have already made to him. Realizing that this matter is outside of the scope of the special duty assigned me by the Acting Regional Director of Region III to abstract the land and water rights, this report is confidential for whatever purpose Mr. Taylor desires.

On my first visit to Alamogordo in May 1937 I went there to contact the Custodian, Tom Charles, upon this proposed purchase, at the request of Superintendent Pinkley, who deemed it unwise to consult any one in the town except the Custodian. I therefore did not meet at that time Attorney J. L. Lawson, the seller of the land and water rights involved in the present option. At that time Mr. Charles thought we could secure through private individuals an option from Lawson for $2,500, as he had offered it at that price. Mr. Charles thought that Lawson had spent over $10,000 on the project, but was willing to sell at one-quarter thereof. The next month after I left, an option was secured by direct negotiation for $3000. This was handled, I believe, by Mr. Charles and Assistant Superintendent Hugh Miller.

On coming again to the monument on February 19, 1939, Assistant Regional Director Randau and Project Superintendent Stevens showed me the springs in Dog Canyon, the source of the water supply that Lawson was selling to the Government. I went up there with Randau and Stevens Sunday afternoon, and we found there the main spring giving quite an ample supply of water, but the other two springs which I was shown were clogged up and giving practically no supply. The main spring of water only flowed a short distance down to the old ditch constructed by Oliver Lee, and at one time maintained by Lawson, and no water from the Dog Canyon supply reached below half a mile from the source, which was a long way from the land owned by Lawson. The ditches and culverts were in a very bad state of repair, and the pipe line from the latter part of the course to the Lawson land was gone.

This matter did not arouse my attention so much until my investigation of the suit brought against Lawson by Attorney George Shipley in 1930. Our Park Service men believe of course that the water can be brought efficiently and effectively through a new pipe line so that we would have an ample supply at White Sands, but the point stands out in the testimony and the briefs in the action against Lawson that there are years, and several years in succession, which are known as exceedingly dry years when there is not an ample supply of water in Dog Canyon for the purpose of diversion, even so far as the Lawson Ranch, a distance of perhaps a mile and a half from the source. The thought occurred to me that if conditions were as bad as described by the witnesses and admitted by both parties in the action brought against Lawson, there might be a total failure of the supply of water in that ditch.

The water is now to be carried a distance of 17 miles instead of 12 miles as first proposed, and the expenditure is estimated to be $75,000 or $100,000 to carry that water to White Sands, whereas original estimates were much lower. Of course it is viewed as a project for WPA labor to keep some of the residents at Alamogordo employed, as there are about 114 Mexicans and 11 or 12 others dependent upon White Sands WPA projects.

The drinking water now supplied to visitors and the two residences at White Sands National Monument Headquarters is obtained freely from the City of Alamogordo Municipal Supply, but the claim is made that the City has not enough water to keep on furnishing a tankload every few days. It is also claimed that it is expensive to haul water 15 miles from the City. The water for sanitary purposes is supplied by a well on the monument property. A supply is also obtained for drinking from that well, which is potable to the natives, but tastes too much of minerals for the travelling public. The question arises, is the present project worth undertaking, if the supply will fail in dry years? I refer to Briefs and Transcripts attached, in Application #1902 of W. W. Hayward for Permit to Appropriate Waters of Dog Canyon Springs, hereto attached.

In addition to the foregoing, it came to my attention that a rancher named Taylor, introduced to me by Tom Charles, was much chagrined at not having his water rights considered in a possible purchase before his attorney Lawson's water project was optioned. Taylor contended that he had a much more ample supply from San

Andreas Canon which never failed, whereas he had seen the Dog Canyon supply a failure in certain years. (See testimony in Hayward Application above). Also Taylor showed me by reference to map in County Assessor's office that his supply of water was from 3½ to 5 miles closer to White Sands according to pipe line route chosen. This matter is the substance of a memorandum to the Regional office under date of March 4, 1939, of which Mr. Pinkley was given a copy.

As a made work project, there was some criticism heard both officially and non-officially in and around Alamogordo.

Albert L. Johnson,
Associate Attorney.

5/20/39
No Comment yet made by Regional office or Supt. as far as I know.
J.E.T.

12-10-1938: letter to attorney at law from assistant supervisor of recreation and land planning regarding option given to governme

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Air Mail WASHINGTON

December 10, 1938

J. L. Lawson, Esquire
Attorney-at-law,
Alamogordo, New Mexico.

Dear Mr. Lawson:

Acknowledgment is made of the receipt of your letter of December 5 concerning the option you gave to the Government on 440 acres of land in connection with the White Sands National Monument, New Mexico, file LP-NM-14-3.

The statements in your letter have been very carefully reviewed and due consideration has been given to the same. However, the fact remains that a valid contract was entered into in which you agreed to convey to the Government 440 acres, and certain water rights, for the sum of $3,000 and this Service is without authority to change the contract.

This case was submitted to the Comptroller General with the hope that there might be a possible chance to have the Comptroller General permit the acceptance of a modification of the contract.

Prior to this case, we have had many cases up with the Comptroller General and we have always found it to be the rule that the Comptroller General will not permit us to deviate from the terms and conditions of a contract.

We regret exceedingly that relief cannot be granted to you in this matter and we must ask that you comply with the terms of the contract.

Sincerely yours,

Fred T. Johnston,
Assistant Supervisor
of Recreation and
Land Planning.

Cc: Region III

COPY

11-15-1938: memorandum to acting regional director, region three from deputy assistant director, branch of recreation, land planni

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

AIR MAIL - SPECIAL DELIVERY WASHINGTON

November 15, 1938

Memorandum for the Acting Regional Director, Region III:

Reference is made to your memorandum of October 1 in which you enclosed Supplemental Consent Rider Agreement to the original option on the Dog Canyon Water Supply, White Sands National Monument, J. L. Lawson, file LP-NM-14-3.

It was noted in the Supplemental Consent Rider Agreement, dated September 9, 1938, that Mr. Lawson offered 80 acres and the water rights for $2,820.

In our letter of August 17 it was stated it would be impossible to authorize the taking of a new option at $3,000 for 40 acres and the water rights, in lieu of an existing option for $3,000 covering 440 acres and the water rights. The statement was made because of our belief that the General Accounting Office would not approve the voucher for payment in this case unless there was a reduction of the price in proportion to the reduction in the acreage. Further, we also felt that if the General Accounting Office ruled that the original option was cancelled by our acceptance of a Supplemental Consent Rider Agreement that the General Accounting Office would rule the appropriation for the purchase of this tract was automatically cancelled. However, to be absolutely certain in this matter, all of the facts in this case were submitted to the Office of the Acting Comptroller General of the United States, and in reply thereto we have been advised by the Acting Comptroller General that if a voucher was submitted with a Supplemental Consent Rider Agreement attached to the original option, that it would not be approved for payment. Consequently, we have no alternative in the matter, and the only course now is to insist upon the performance of the original contract.

In view of the above circumstances, this Service must necessarily reject the Supplemental Consent Rider Agreement signed by J. L. Lawson under date of September 9, 1938, and it is requested that you immediately inform Mr. Lawson to this effect.

It is suggested that another effort be made to have Mr. Lawson comply in full with the terms of the option. Otherwise, appropriate judicial action will be taken by the Government to protect its interests.

Kindly advise immediately the result of your contact with Mr. Lawson.

Deputy Assistant Director,
Branch of Recreation, Land
Planning and State Cooperation.



09-24-1938: memorandum to director from superintendent regarding acquisition of dog canyon water supply

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE
HEADQUARTERS, SOUTHWESTERN MONUMENTS
COOLIDGE, ARIZONA

September 24, 1938.

Memorandum for the Director:

Receipt is acknowledged of Mr. Johnston's air-mail memorandum of August 26, concerning the acquisition of the Dog Canyon Water supply, White Sands Project, J. L. Lawson, File LP-NM-14-3.

The circumstances are peculiar in this case. Lawson always wanted $2,500 for his water right. When the option was negotiated in June, 1937, it was found that the land was actually held under contract to purchase from the state of New Mexico. Available funds would lapse on June 30, 1937. Since there was not sufficient time for Lawson to negotiate with the state for authority to patent out only forty acres required by the Government and since the price appeared to be very favorable, it was suggested that the option be drawn for the entire tract at such increase over the price for the forty acres and water right as would permit him to patent the whole tract and still realize the $2,500 net at which he held the water. The option price of $3,000 was thus arrived at on Lawson's figure that he owed in the neighborhood of $500 on his contract to purchase the total acreage from the state. Thereafter he found that what he had been paying the state over a long period of years was interest, not principal, and that it would cost him considerably more than figured to obtain patent.

This mistake is not, of course, "our hard luck." But the fact remains that the 400 acres proposed for release from the option appear to have no value to anybody without the water which the Government will acquire. The advantage to Lawson lies only in the fact that if the Government will accept forty acres he can patent out forty acres and still realize approximately his net figure of $2,500.

The only loser will, therefore, be the New Mexico State Land Department because Lawson obviously intends to permit the remainder of the contract with the state to lapse and the state, presumably, can never sell the land again since its only value derives from the water right. This the State Land Commissioner fully realized and finally yielded the point as a favor to the

COPY

Department so that the way might be opened for early construction of a water line to serve the traveling public at White Sands National Monument.

Reference of the file to Custodian Tom Charles elicited the attached reply.

Following receipt of Mr. Charles' reply, Mr. L. V. Landau, Assistant Regional Director, Region Three, went to Alamogordo to discuss the situation with Mr. Lawson. The result of the negotiation was a mutual consent agreement, copy of which will be transmitted by the Acting Regional Director, in which Mr. Lawson finally agreed to convey to the United States a tract containing eighty acres more or less, with full water rights, for the sum of $2,820. This represents a reduction of $180 in the original contract. In view of the worthless character of the remainder of the land without water rights, this office regards the reduction of $180 as full and just consideration for the reduction in the size of the tract originally proposed to be conveyed. Should an appraisal of the approximately 360 acres proposed to be excluded from the contract be required, this office is confident that any board of appraisers would concur. The opinion is confirmed by the fact that it was only after much debate and entirely as a favor to the Government that the state was willing to grant Lawson this unusual favor, knowing well that he will never complete the contract to purchase the remaining 360 acres from the state and that no other buyer could be found. As stated above, the only loser in the transaction will be the state of New Mexico. The state will lose the sale of 360 acres at $3 per acre, or $1,080, if the transaction is approved.

In the circumstances, it is sincerely hoped that the supplemental agreement may receive proper approval to avoid what may be disastrous delays if the matter is taken into court, a process which might conceivably consume years while in the meantime the monument with its 100,000 visitors annually will go without potable water.

It is realized that the foregoing letter and attached correspondence may present some confusion in the amount of land actually to be patented to the Government. It should be understood that the 80-acre tract finally committed to agreement by Mr. Randau is acceptable to all concerned and has the advantage of reducing somewhat the acreage to be excluded from the original agreement.

Frank Pinkley,
Superintendent.

cc: Region Three. (Attention: Mr. Randau)/

04-16-1938: letter to director, nps from acting regional director regarding option on 440 acres of land in dog canyon, whsa

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION THREE
SANTA FE, NEW MEXICO

REC'D APR 18 1938

April 16, 1938

White Sands.

Director
National Park Service
Washington, D. C.

Sir:

Your office will recall that we have an option on 440-acres of land in Dog Canyon, about 12-miles from White Sands National Monument. The option was secured on the authority of a telegram from your office reading as follows:

"RELET PINKLEY'S LETTER JUNE ONE ACQUISITION WATER SUPPLY DOG CANYON FOR WHITE SANDS NEWMEXICO. STOP. APPRAISE AND OPTION TRACT AND WIRE APPRAISAL AND OPTION PRICE BUDGET BUREAU APPROVAL ACQUIRED AUTHORIZATION EXPIRES JUNE THIRTY.

HUPPUCH, WASHINGTON"

In accordance with this authorization, on June 11, 1937 an option was secured from Mr. J. L. Lawson of Alamogordo for 440-acres in Dog Canyon for a total price of $5,000.00. The option was accepted by your office in a letter from Assistant Director Wirth, the date of which we are unable to quote at this moment.

On April 9, 1938 the option was recorded at Alamogordo, the County seat of Otero County, New Mexico, by Mr. L. V. Randau of this office.

During the past year contact has been maintained with Mr. Lawson, and he now claims a mutual misunderstanding of the terms of the option. His position will be clear from the attached copy of his letter of January 24 to us. Mr. Hugh Miller, Assistant Superintendent, Southwestern Monuments, who negotiated the option, does not agree that there was a mutual misunderstanding. He says his understanding was always just as it appears in the option. A copy of an opinion by Contract Examiner Lackey dated October 21, reviews the case and establishes to our satisfaction that there was no mutual mistake in negotiating the option. The acceptance clause in the option reads as follows:

"This option may be exercised by the United States by mailing or telegraphing within three (3) months from the date hereof, a notice of acceptance of the offer herein to:

(Insert name) J. L. Lawson
at (Address)
in the city of Alamogordo, State of New Mexico"

We ask that your office render an opinion as to whether or not the option is still in effect, considering the terms of the acceptance. It is our lay opinion that since an acceptance of the option was mailed within three months, it is still in force and effect. Whether or not it is, will naturally have a bearing on future negotiations.

We have determined that the entire 440-acres would not necessarily be needed to control an adequate water supply, although possession of the entire tract would be an advantage.

It is Mr. Lawson's idea that the option, while it does not so state, was for the purchase of the water rights at $2500.00 and the land for $500.00.

It is our opinion that it would be impossible to again secure a purchase agreement with Mr. Lawson as favorable to the Government as the present option. From Mr. Lawson's present attitude, it would appear that the purchase on the basis of the present option could not be accomplished except by compelled performance on the part of Mr. Lawson.

In view of the circumstances recited herein, we will appreciate advice from you as to further procedure in negotiations with Mr. Lawson.

ERA funds allotted to White Sands are insufficient to provide the $5,000.00 necessary to purchase the Lawson tract, and we would also appreciate advice as to the source of the funds from which he will be paid if it is decided to complete the purchase on the basis of the present option.

Very truly yours,

(SGD) HERBERT MAIER

Herbert Maier
Acting Regional Director

Enc. #1861120

CC - Randau, Pinkley, Higgins, Taylor

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Post Office Box 1711
Santa Fe, New Mexico
July 6, 1937

Regional Officer, Region III
National Park Service,
517 Braniff Building,
Oklahoma City, Oklahoma.

Subject: Acquisition, White Sands
National Monument ID-NM-14
Tract 3, J. L. Lawson

Attention: Mr. McColm

Dear Sir:

Pursuant to your letter of June 28th regarding transfer of water rights in connection with this land purchase we are advised by Mr. Thomas McClure, New Mexico State Engineer, that there never has been an application filed with the territorial or State Engineer's office and as a consequence there can be no transfer of these water rights to the Government.

Inasmuch as the water rights on this land were for domestic and stock purposes no application or permit was required by law. This same fact also holds true for water rights under the present law, that is, if the origin of the water is on the owners land and is to be used for domestic and stock purposes only no application need be filed.

In consulting Mr. Manuel A. Sanchez associated with Judge H. A. Kiker, special attorney for the Department of Justice, and who is handling Judge Kiker's affairs during his absence, we are advised by Mr. Sancez that these water rights were acquired with the acquisition of the land and that no transfer would be necessary in the State Engineer's office except in the event that the United States Government required such a transfer, in which case transfer proceedings must be instigated by the Government and recorded with the State Engineer.

COPY

This was also Mr. McClure's opinion. Mr. McClure stated that supporting affidavits from Mr. Lee and Mr. Lawson would be sufficient evidence to give us clear title to these water rights.

Mr. McClure unearthed several applications for water rights in Dog Canyon covering flood waters only, these waters to be used for irrigating purposes. The spring in question, however, not forming any part of a perennial stream does not come under the jurisdiction of the State Engineer's authority and hence is classified as a private water hole.

If we can serve you any further in this or get you any additional information we will be very please to do so.

Very truly yours,

C. B. Conley,
Acting Assistant.

/s/ Frank L. Russell

Frank L. Russell

COPY

06-21-1937: letter to inspector from department of the interior regarding water right prior to 1907

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

White Sands National Monument

Alamogordo, N. M.

6-21-37 19

Mr. Raymond Higgins
Inspector, ECW, Region Three
Oklahoma City, Okla.

Dear Mr. Higgins:

Mr. Lawson advises me that this water right was acquired through the Probate Court, many years before the State Engineer came into the picture, which was about 1907 and since which time these rights have been given numbers.

My Understanding is that this water was used by O M Lee in its regular channel through the eighties and that the first diversion was made in 1893. Mr. Lee thinks that he made declarations of diversion in 1905-6, which should be on file in the office of the County Clerk of this county.

The present law came into effect in 1907, but it is my understanding that it does not apply to domestic water and probably not to stock water. I believe that Mr. Taylor will find that this water does not come under the 1907 law, however, I think it should be taken up with Mr. McClure, the State Engineer, and his permission for transfer should be secured.

Am sorry that when Mr. ~~Taylor~~ Johnson was here we were not permitted to discuss this proposition as to ownership, etc, because the option had not been secured, and every thing was then on the quiet.

The facts are that this water was used exclusive by O. M.Lee for nearly 30 years, he sold his rights to J. L. Lawson and his ownership has been unquestioned for 27 years. The title is good, it is only a matter of Mr. Taylor digging out the facts and justifying it.

If there are further facts which you want about this water, I will be glad to look them up.

COPY

Yours very truly, Tom Charles

/s/ Tom Charles.

06-28-1937: letter to john a/ happer, city from attorney and counselor at law regarding dog canyon water, and 440 acres of land he

J. L. Lawson
Attorney-and Counselor at Law
Alamogordo, New Mexico.

6/28/37

Mr. John A. Happer,
City.

Dear Mr. Happer:

In Re. Dog Canon Water; and 440 acres of land held under State Purchase Contract No. 1656, at the time this matter was taken up with me I gave the price as $2500.00, and the government to assume my Contract. Mr. Hugh Miller said it was not likely that the Government would assume the contract and asked for an amount and for me to pay the land out.

At the time we did not have the amount due the State for the 440 acres of land, but was estimated there was only about $500.00. It was on this basis the agreement was made.

After this I took up with the State Land Commissioner to get the amount due and he said $1254.00. Then I wrote him to see if he would allow me to pay out 160 acres, and issue deed. His assistant wrote that Mr. Hon, the next time he was in this County, would make a check of the land and report.

The 160 acres would more than cover all of the land which has been irrigated, so as to permit its (the waters) removal and the remainder is dry grazing and of little value.

It appears to me on account of the mutual mistake of the amount due the State on the Purchase Contract that the Government should be satisfied with the water and the 160 acres of land, especially in view of the price which I asked of $2500.00, and it assume the purchase contract.

There is no abstract to the land, as it has been selected by the State, and no deed issued by the latter. The Water has been abstracted down to the time when the mortage was give to me on which a foreclosure suit was had and I bought it in under the Special Masters Sale.

Very truly,

J. L. Lawson /s/

COPY

White Sands N. M.

PARTIAL COPY

(Complete report in 660-05.7 Southwestern Monuments File)

NATIONAL PARK SERVICE
BRANCH OF LAND ACQUISITION AND REGULATION

REPORT ON

TRIP TO THE SOUTHWESTERN MONUMENTS

By

Albert L. Johnson,
Associate Attorney.

110 Sutter Street,
San Francisco, Calif.,
June 1, 1937,
Revised as of Aug. 1, 1937.

In accordance with our conferences of May 1 and May 8, 1937, I visited the headquarters of the Southwestern Monuments at Coolidge, Arizona, for the purpose of interviewing the Superintendent, and, in compliance with his request, going into a general discussion of the water rights situation in the Southwestern Monuments, and with particular reference to our correspondence in the matter of acquisition of water rights at White Sands, Montezuma Castle, Chiricahua, and Saguaro.

White Sands National Monument, New Mexico - Water Supply

It was the suggestion of the Superintendent and his deputy that I visit White Sands National Monument the same as we had agreed in San Francisco. It was stated that the General Land Office was located at Las Cruces on the road to Alamogordo, and that I could confer with the District Attorney at either Las Cruces or Alamogordo, as both were county-seats. It was agreed that there was no decently potable water in this national monument. Mr. Miller stated that there was supposedly a good spring about twelve or fourteen miles distant from the monument at a sufficient elevation to permit gravity delivery, but that this spring was on patented land.

Mr. Miller's information was that the land and water right could be procured for $1200, although my later information was that it had been offered for $2500. He desired me to call on Tom Charles, the Custodian, at Alamogordo, and see no one in that vicinity except upon consultation with the Custodian.

It was the desire of the Superintendent to learn what rights this rancher could convey if he deeded the land to the Government, and also what private land problems, if any, would be involved in constructing a pipe line from his spring to the monument. The

Superintendent desired to know whether or not the conveyance of water from the spring to the monument was a feasible scheme, and who had the legal right to the water. He also desired to know the volume of the flow, and whether the water right goes with the flow.

Tom Charles, the Custodian, said the most important matter before him was the acquisition of an adjoining piece of land which had the only good water supply anywhere near White Sands National Monument. He said that if we purchased this water right, we would have to purchase the land with it, but that the land was somewhat valuable itself. He stated that a local lawyer owned the ranch upon which the water existed and paid $10,000 for it in 1920, and that he had offered it to some citizen for $2500. He corrected my notes taken from conversation with Mr. Miller that it had ever been offered at $1200, and said $2500 was the lowest price he had ever heard quoted. He stated that this local lawyer was not friendly to him nor to the Government; that if he knew the Government desired the land he probably would not sell at any price.

He agreed with the Superintendent that all dealings must be confidential in starting negotiations for this lawyer's property. Therefore he called the local District Attorney, Mr. Cubia Clayton, over to his office, and we talked some time with reference to the probability of acquiring this land and water right. District Attorney Clayton found out in the afternoon of that day that this lawyer had a perfect land title and a perfect water right title.

Mr. Charles desired to consummate this deal for the water right just as soon as money was available, and in that matter entirely agreed with the Superintendent. I told him not to start negotiations until I returned to San Francisco and found out if money were available for such a purchase. We both feared that any questions might arouse suspicion in the minds of the land owner. District Attorney Clayton and the Custodian thought that the price might be lowered under $2500 if the owner were convinced that any inquiry came from a private person.

I have the following memorandum made by District Attorney Clayton on May 18, procured at my request:

> "On 3-8-1910, Special Master W. J. Stalcup, acting for the Otero County Irrigation Co., gave a deed to J. L. Lawson, consideration $8000, for the Dog Canyon Ditch and Water Right as shown on map in the office of the Probate Clerk of Otero County, recorded on April 23rd, 1906, Book 25, pages 104 to 106. This includes all waters of Dog Canyon and ditches in and leading from said canyon, also all improvements, etc., on the "Lee Ranch".

"Also gave a deed to desert Entry No. 1586, unsurveyed land, being the N½ Sec. 21, Town. 18 S, R 10 E, also Entry No. 1195, being the S½NE¼, NE¼SE¼, S½NE¼, Sec. 21 T 18 S, R 10 East.

"This stream of water fills a ditch about 6 or 7 inches wide and four or five inches deep; probably about 100 gallons per minute, 6000 per hour. The source of the water is a spring which has been ordinarily constant for 60 years and is between 500 and 1000 feet above the Headquarters area at the White Sands."

While at White Sands National Monument early on the morning of May 19, I found that there was a small spring in the center of the monument, which gave some drinking water to visitors. This spring was said to be strongly mineral, full of salts, but tasted cold and very natural to me. This spring is about seven miles from the Headquarters Area, however. A worker employed by the National Park Service told me this spring was tolerably good water, and that he lived adjacent to the lost artesian well about which there has been much controversy. This is the well that furnished a very good supply of slightly mineralized water up to a year ago when the casing fell in while some Government workers were attempting to improve it. The Custodian says they have been unable to tap the original supply again, although they have been working on it for six or seven months. This worker, who has his residence there, stated that the present supply is only sufficient for his own household, and is not good for drinking purposes.

The new headquarters of this monument, consisting of several buildings, is to be opened about July 1. We all agreed that this monument, in its extension of recreational privileges to so many visitors, needs a sufficient and potable water supply, which can only be procured by purchase of this lawyer's ranch. The present Custodian, future Custodian, and Superintendent Pinkley, have asked that we use our first available money for water right acquisition for the purchase of this ranch at $2500.

In answer to the Superintendent's inquiry whether or not the conveyance of water from the spring to the monument was a feasible scheme, it had been determined by the Custodian that such was feasible and that the right-of-way was easily procurable, the only one whose consent was necessary being the railroad company whose property must be crossed. As to the second question, as to who had the legal right to the water, that was determined by the adjudication just quoted from the notes of the District Attorney; also, the matter of the flow of the water or its volume, as indicated by the adjudication notes.

Since returning to this office, it appears that the Superintendent of the Southwestern Monuments through his assistant, Mr. Miller, and his Custodian, Tom Charles, has acted with the Regional Officer of Region 3 to procure said water rights by the purchase from J. L. Lawson, the local lawyer who owns said water rights and said land, all his interest therein for $3000. We have been notified that the funds for such purchase have been set aside from the Regional Office at Oklahoma City, and not by the use of any of our funds. We have received copies of correspondence showing that the handling of the acquisition of the water rights on this land is being carried on through the Regional Officer of Region 3, and the legal work involved is being handled by Judge Keiker, Special Attorney of the Department of Justice, located at Santa Fe, New Mexico.

White Sands National Monument, New Mexico - Exchange of Lands

In addition to our interest in the water right at White Sands National Monument, the Superintendent brought up a new matter which he desired me to investigate at White Sands, and also at Santa Fe, New Mexico. This is the matter of exchange of State lands with the Federal Government. The Superintendent stated that there were 14,134 acres of State land inside the boundaries of the national monument; that the National Park Service wants to trade this out for lieu lands, and had previously made overtures to the State of New Mexico for the exchange of one section of said lands. The exchange was broached under the following Departmental Regulations: "Circular 1398, Regulations Governing the Filing of Applications for Exchanges of State Lands under Section 8 of the Taylor Grazing Act of June 28, 1934, 48 Stats. 1269, as amended by the Act of June 26, 1936, Public Document No. 827, General Land Office July 26, 1936." There was a failure in the matter of exchange as negotiated by the Superintendent and the Land Commissioner of the State of New Mexico, owing to partial rejection by the Washington office, Department of the Interior. It was the Superintendent's suggestion that I reopen negotiations and make the offer that this office would attend to the large amount of legal work involved in making such exchange and securing the necessary assent of the local grazing authorities.

I talked with Frank Worden, Commissioner of Public Lands; his Deputy, Claude E. Wood of the Contract and Selection Department; and Carl B. Livingston, Attorney for the Commissioner. Mr. Worden called in the other two to confer about the exchange of State lands for Federal lands within the boundaries of White Sands National Monument. They were all glad to cooperate with Mr. Pinkley and the Custodian of White Sands in making the exchange for State land which now lies within the boundaries of White Sands. However, they adhere to the sentiment expressed in a letter of May 8, 1937, to Superintendent Pinkley, in which the following statement is made:

"We do not feel like going through all of this again by making application for the exchange, and then having the Secretary of the Interior turn the whole thing down again, as this exchange will only be made in order to cooperate with the Park Service in helping them eliminate all State lands from within the boundaries of the National Monument, as the exchange would be of no material value to the State unless we were allowed to select the lands that we desire without reservation."

The Commissioner stated that he would not initiate any further exchange, but that if this division did so at the request of Superintendent Pinkley they would be glad to cooperate. The Commissioner said it would be necessary for us to do all legal work and to initiate the proceedings. Also that we would have to get the consent of the Director of Grazing District No. 4 under Section 8 of the Taylor Grazing Act. They thought an exchange would be a benefit to both parties, but the attorney said that it involved considerable expense and work to negotiate the same, and he thought the National Park Service should do that work and bear that expense, since we were the ones that desired the exchange.

I am filing with this report copies of the last correspondence between the Superintendent of the Southwestern Monuments and the Commissioner of Public Lands of New Mexico. These copies were furnished me by Superintendent Pinkley, and comprise nine letters running from October 21, 1936, to May 8, 1937.

It seems from this correspondence that the Director, under date of March 9, 1937, informed Mr. Frank Worden, State Commissioner of Public Lands for New Mexico, that the proposed exchange of Section 30, Township 16 South, Range 8 East, in lieu of Section 2, Township 18 South, Range 5 East, the latter within White Sands, was rejected by the General Land Office because the selected lands contained gypsum.

The Director informed him that under the Indemnity Selection Laws such lands could not be patented to the State, notwithstanding the fact that the base lands were of similar character. In this letter the Director also advised the Commissioner that the exchange might be consummated under Section 8 of the Grazing Act of June 28, 1934, provided said Section 30 is eliminated from Grazing District No. 4. Reference was made to Circular No. 1398, July 22, 1936, issued by the Commissioner, General Land Office. The Director further stated that if the State would initiate such an exchange it would be approved by the General Land Office.

From my interview with the Land Commissioner, it appears that if the National Park Service initiates the matter and carries on the actual technical work involved, the State of New Mexico would be agreeable to the exchange as above.

As the Director has already indicated, the regulations are specific in this regard. The following pertinent portions of such regulations are herewith referred to and quoted:

> "In Circular #1398 called 'Regulations Governing Filing of Applications for Exchanges of State Lands Under the Taylor Grazing Act As Amended', July 22, 1936, it is provided as follows:
>
> "Upon application of any State to exchange lands within or without the boundaries of a grazing district, the Secretary of the Interior shall, and is hereby, directed to proceed with such exchange at the earliest practicable date and to cooperate fully with the State to that end, but no State shall be permitted to select lieu lands in another State. The Secretary of the Interior shall accept on behalf of the United States title to any State-owned lands within or without the boundaries of a grazing district, and/or exchange therefor issue patent to surveyed grazing district land not otherwise reserved or appropriated or unappropriated and unreserved public land; and in making such exchange the Secretary is authorized to patent to such State, land either of equal value or of equal acreage;
>
> "Provided, That no State shall select public lands in a grazing district in furtherance of any exchange unless the lands offered by the State in such exchange lie within such grazing district, and the selected lands lie in a reasonably compact body which is so located as not to interfere with the administration or value of the remaining land in such district for grazing purposes as set forth in this Act."

The General Land Office issued Circular #1428, under date of May 17, 1937, wherein the following amendment occurred:

> "State-owned lands, as well as school sections surveyed and unsurveyed the title to which has not yet vested in the State, located within national forests, national parks and monuments, Indian or other reservations or withdrawals, may be offered as a basis for an exchange under said section 8 of the Taylor Grazing Act as amended, where the selected lands are not within a grazing district. Such

exchanges may be based either upon equal areas or upon equal values, excepting those cases in which unsurveyed school sections and school sections surveyed after their inclusion within a reservation are offered as a basis, in which cases the exchange must be based upon equal areas."

* * * * * * * *

It was the desire of the Superintendent to learn what rights this rancher could convey if he deeded the land to the Government, and also what private land problems, if any, would be involved in constructing a pipe line from his spring to the monument. Mr. Charles resided, or had his office, in the town nineteen miles from the monument. The Superintendent desired to know whether or not the conveyance of water from the spring to the monument was a feasible scheme, and who had the legal right to the water. He also desired to know the volume of the flow, and whether the water right goes with the flow.

In addition to our interest in the water right at White Sands National Monument, the Superintendent brought up a new matter which he desired me to investigate at White Sands, and also at Santa Fe, New Mexico. This is the matter of exchange of State lands with the Federal Government. The Superintendent stated that there were 14,134 acres of State land inside the boundaries of the national monument; that the National Park Service wants to trade this out for lieu lands, and had previously made overtures to the State of New Mexico for the exchange of one section of said lands. The exchange was broached under the following Departmental Regulations: "Circular 1398, Regulations Governing the Filing of Applications for Exchanges of State Lands under Section 8 of the Taylor Grazing Act of June 28, 1934, 48 Stats. 1269, as amended by the Act of June 26, 1936, Public Document No. 827, General Land Office July 26, 1936." There was a failure in the matter of exchange as negotiated by the Superintendent and the Land Commissioner of the State of New Mexico, owing to partial rejection by the Washington office, Department of the Interior. It was the Superintendent's suggestion that I reopen negotiations and make the offer that this office would attend to the large amount of legal work involved in making such exchange and securing the necessary assent of the local grazing authorities.

White Sands:

I called upon the Custodian at White Sands National Monument at his place of business at Alamogordo at 10:55 A. M. on May 18. We spent a good part of the day together, conferring upon the water rights of White Sands, and the possibility of acquiring more land, to include all of the land, sands, and alabaster rock that are the unique features of this monument.

Tom Charles, the Custodian, said the most important matter before him was the acquisition of an adjoining piece of land which had the only good water supply anywhere near White Sands National Monument. He said that if we purchased this water right, we would have to purchase the land with it, but that the land was somewhat valuable itself. He stated that a local lawyer owned the ranch upon which the water existed and paid $10,000 for it in 1920, and that he had offered it to some citizen for $2500. He corrected my notes taken from conversation with Mr. Miller that it had ever been offered at $1200, and said $2500 was the lowest price he had ever heard quoted. He stated that this local lawyer was not friendly to him nor to the Government; that if he knew the Government desired the land he probably would not sell at any price.

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At Santa Fe, New Mexico

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C O P Y

STATE LAND OFFICE
Santa Fe, N. Mex.

May 8th, 1937.

Frank Pinkley, Superintendent,
Southwestern Monuments,
Coolidge, Arizona.

Dear Mr. Pinkley:

With regard to the exchange of State land within the boundaries of White Sands National Monument as proposed to us by the Director of the National Park Service under letters dated, March 9 and 24, we wish to state that about a year or so ago, Mr. Vesely then Commissioner of Public Lands for the State of New Mexico made application with the General Land Office to select Section 30, Township 16 S., Range 8 E., in lieu of Section 2, Township 18S., Range 5E., "Indemnity Las Cruces No. 048519" which is within the White Sands National Monument for lands on public domain. This proposed exchange was rejected by the General Land Office because the selected lands contained gypsum, and that under the Indemnity Selection Laws, such lands could not be patented to the State, notwithstanding the fact that the base lands were of similar character. The General Land Office has advised that the exchange may be consummated now by proceeding under Section 8 of the Taylor Grazing Act as amended by the Act of June 26, 1936, provided the lands to be selected are eliminated from Grazing District No. 4.

We do not feel like going through all of this again by making application for the exchange and then having the Secretary of Interior turn the whole thing down again as this exchange would only be made in order to cooperate with the Park Service in helping them eliminate all State lands from within the boundaries of the national monument, as the exchange would be of no material value to the State unless we were allowed to select the lands that we desire without reservation. We believe that this exchange would more than likely be turned down by the Secretary of the Interior unless the application be accompanied by recommendations of the National Park Service and recommendations of the Grazing Board and Director of Grazing of Grazing District No. 4. Therefore, before we attempt to make another exchange of these lands, we would require that the National Park Service together with the Director of Grazing and the local Grazing Boards of Grazing District No. 4 recommend to the Secretary of Interior that said application to exchange be approved.

We are not anxious to attempt this exchange and the only reason that the exchange would be attempted would be to cooperate with the Park Service and unless we have some assurance that the exchange would be completed, we would not care to attempt to make a selection.

If you care to forward above requested recommendations, upon receipt of same, we will go further into the matter of making these selections.

Yours very truly,

FRANK WORDEN
Commissioner

(This copy obtained by A. E. Johnson during trip May 10-30, 1937.)

By(SGD) CLAUDE E. WOOD
Contract and Selection Department.

C O P Y

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON

March 9, 1937.

Mr. Frank Worden,
State Commissioner of Public Lands,
Santa Fe, New Mexico.

Dear Mr. Besely:

Reference is made to the lands belonging to the State of New Mexico within White Sands National Monument.

A year or so ago Mr. Vesely very kindly made application with the General Land Office to select section 30, T. 16 S., R. 8 E., in lieu of section 2, T. 18 S., R. 5 E., (Indemnity Las Cruces 048519) which is within White Sands National Monument for lands on the public domain. This proposed exchange was rejected by the General Land Office because the selected lands contained gypsum and that under the indemnity selection laws such lands could not be patented to the State, notwithstanding the fact that the base lands were of similar character.

We have now been advised by the General Land Office that the exchange may be consummated under section 8 of the Grazing Act of June 28, 1934 (48 Stat. 1269), as amended by the Act of June 26, 1936 (49 Stat. 1976), provided said section 30 is eliminated from Grazing District No. 4. Copy of the Circular No. 1398, dated July 22, 1936, issued by the Commissioner of the General Land Office, promulgating rules and regulations for the filing of applications for exchanges under the said acts is enclosed for your information.

We are wondering if you will not consider exchanging the State lands within White Sands National Monument for lands on the public domain under the provision of the above-mentioned acts. Where the base and selected lands are both mineral in character, of equal quality, the exchange should be made on an equal value basis and not on equal acreage. We have been informally advised by the General Land Office that in cases of this kind, if the State will convey fee simple title to the United States without any mineral reservation the Government will patent the selected land to the State without any mineral reservation. We believe that if you are willing to initiate such an exchange of the State lands within White Sands National Monument, it will be approved by the General Land Office.

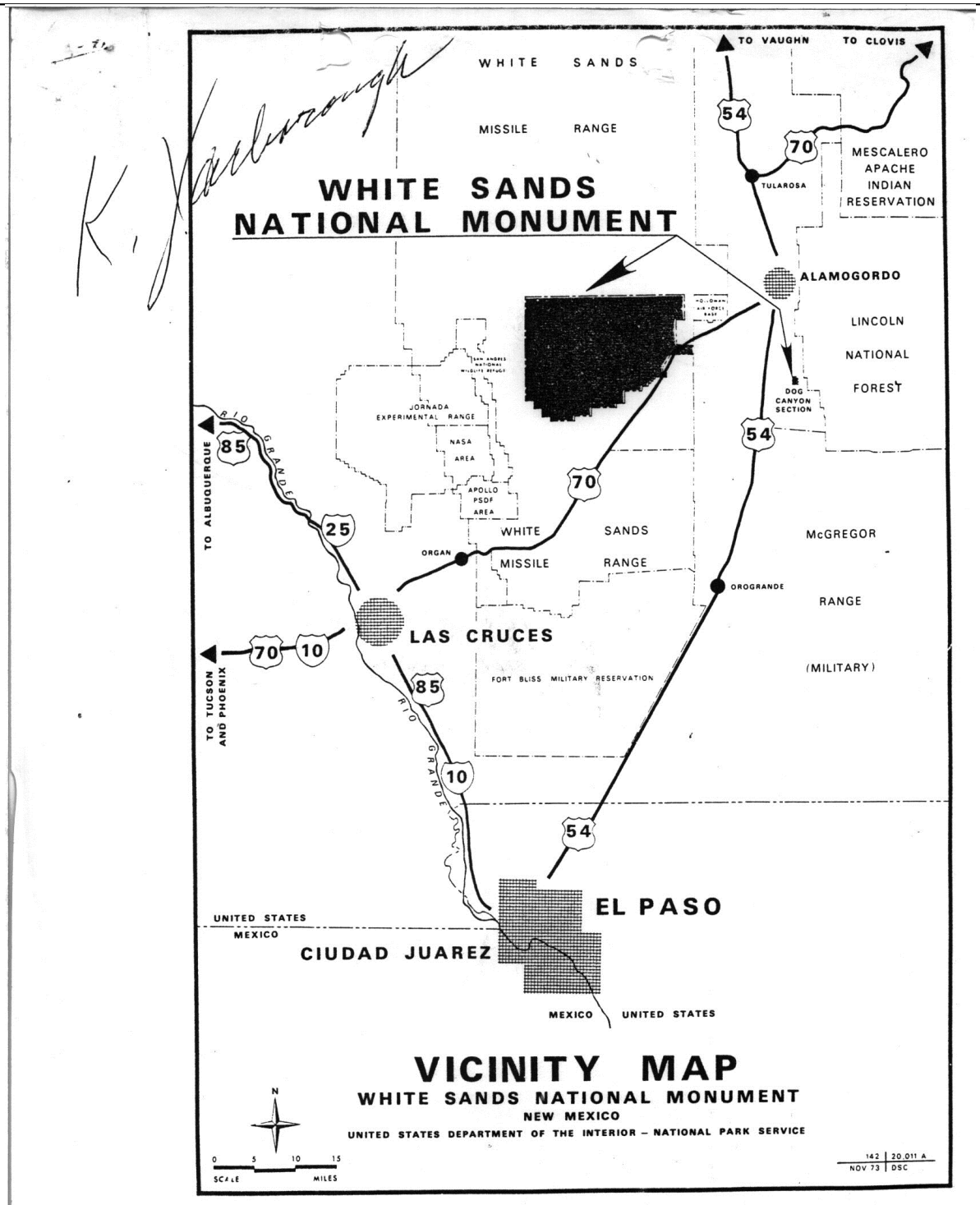
Mr. Frank Pinkley, Superintendent of the Southwestern National Monuments is being instructed to assist you in every way he can to facilitate the initiation of this exchange. Please do not hesitate to call upon him when his services will be of any assistance to you.

Sincerely yours,

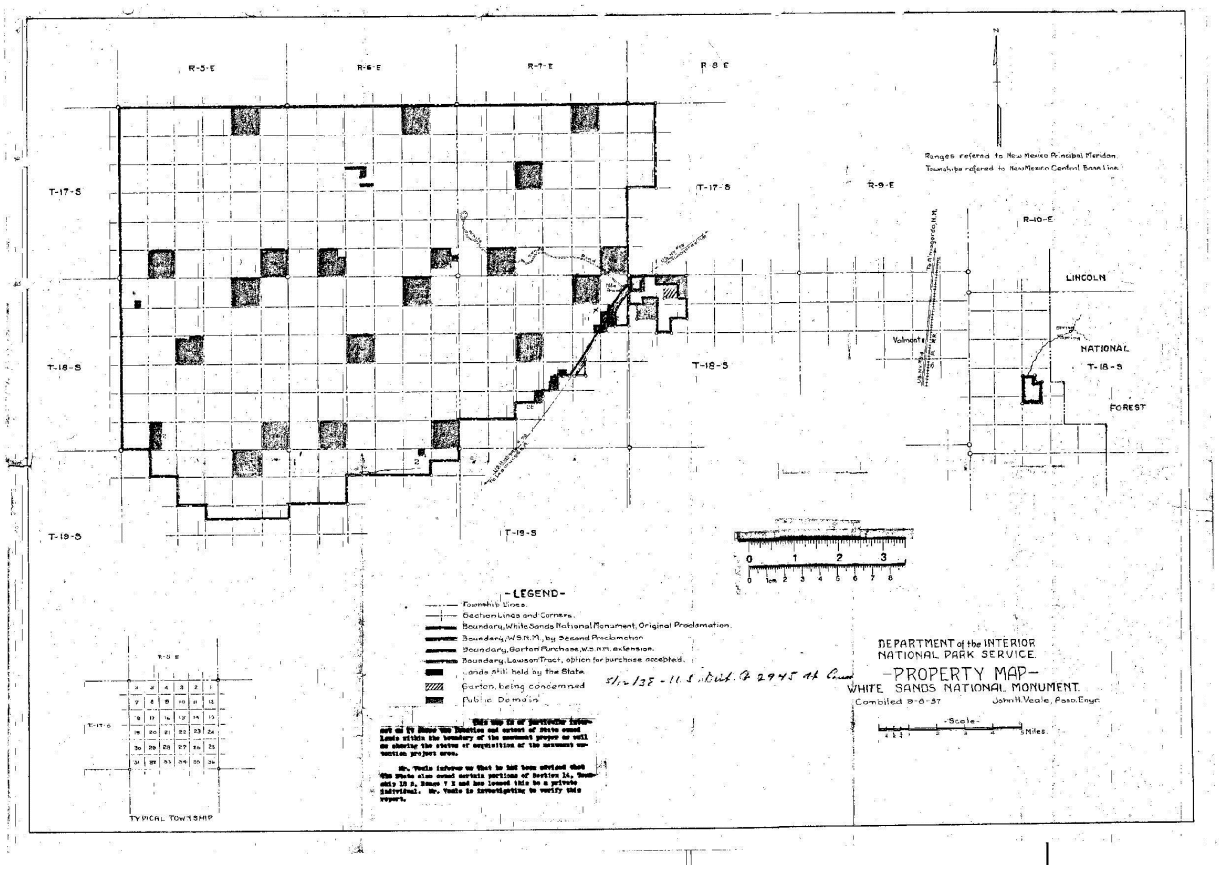
Arno B. Cammerer,
Director.

cc: Superintendent, Southwestern
National Monuments.

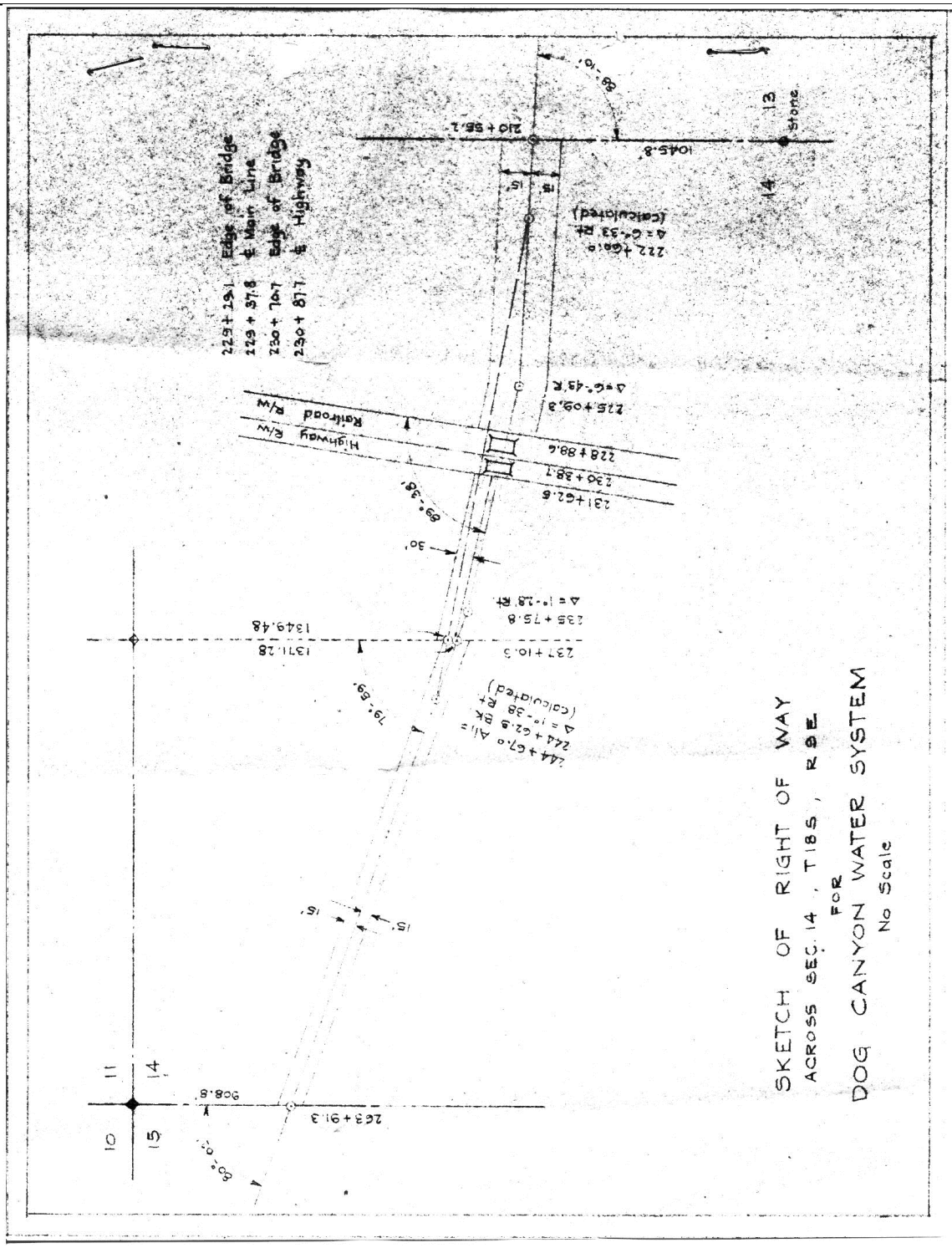
(This copy obtained by A. L. Johnson during trip May 10-30, 1937.)


WHITE SANDS MISSILE RANGE
WHITE SANDS NATIONAL MONUMENT
TO VAUGHN
TO CLOVIS
54
70
MESCALERO APACHE INDIAN RESERVATION
TULAROSA
ALAMOGORDO
LINCOLN NATIONAL FOREST
DOG CANYON SECTION
JORNADA EXPERIMENTAL RANGE
NASA AREA
APOLLO PSDF AREA
RIO GRANDE
85
TO ALBUQUERQUE
25
ORGAN
WHITE SANDS MISSILE RANGE
McGREGOR RANGE (MILITARY)
OROGRANDE
LAS CRUCES
70
10
TO TUCSON AND PHOENIX
FORT BLISS MILITARY RESERVATION
EL PASO
UNITED STATES
MEXICO
CIUDAD JUAREZ
VICINITY MAP
WHITE SANDS NATIONAL MONUMENT
NEW MEXICO
UNITED STATES DEPARTMENT OF THE INTERIOR – NATIONAL PARK SERVICE
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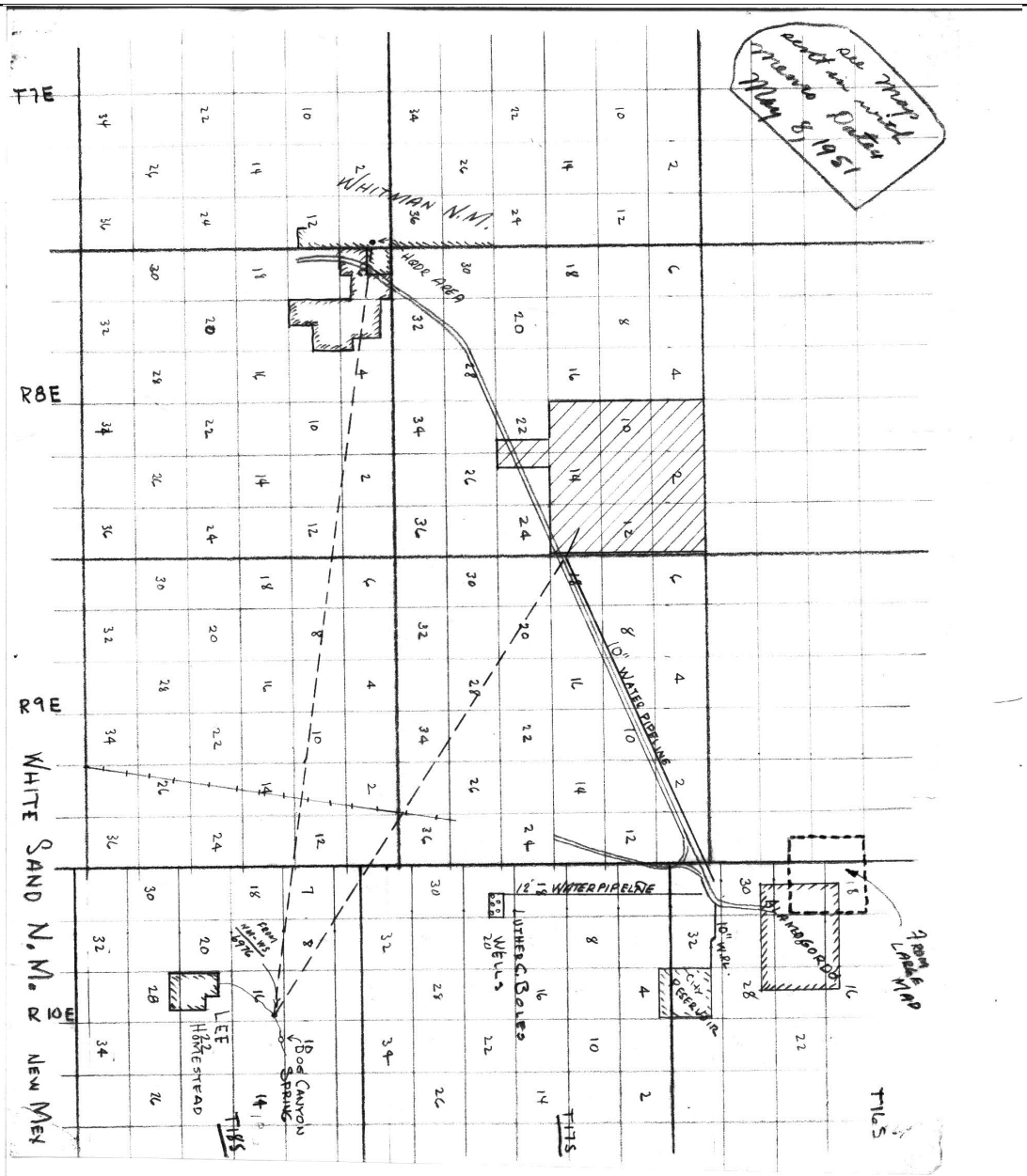
09-08-1937: property map



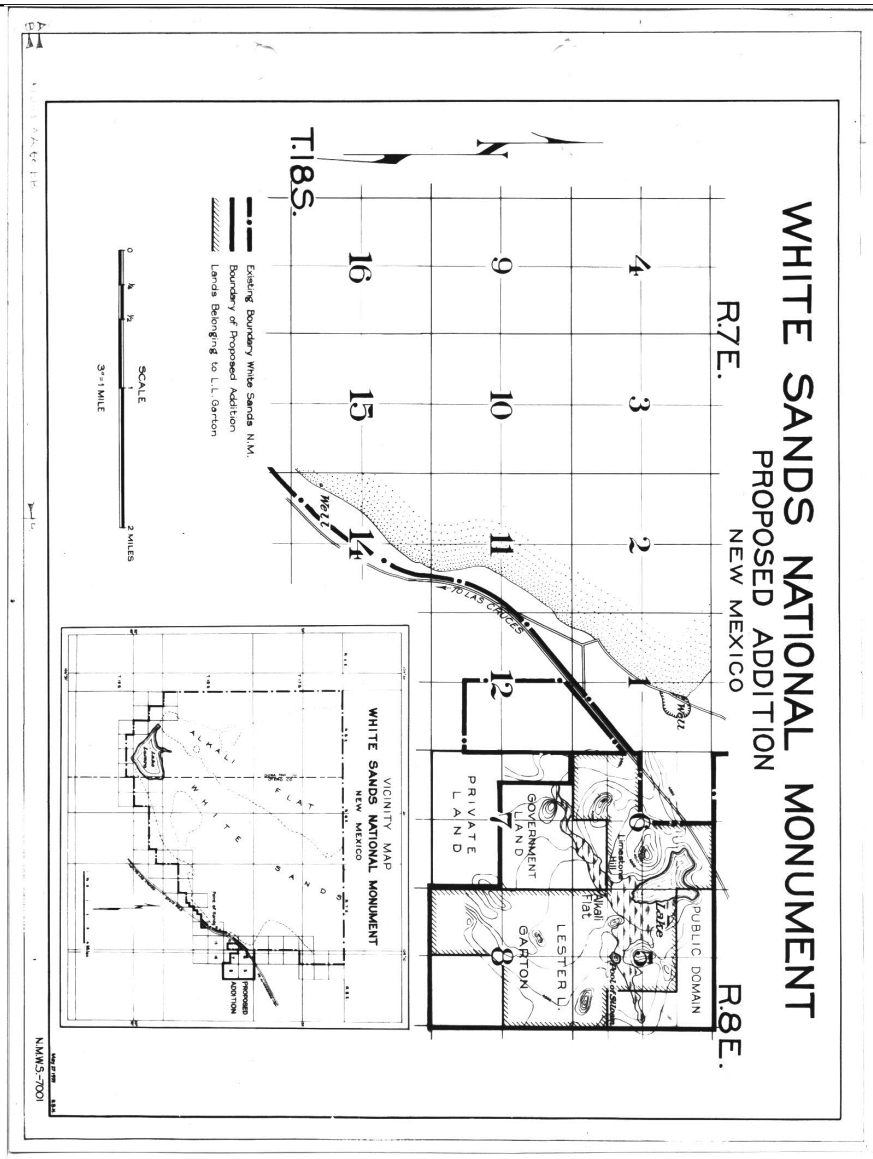
00-00-0000: sketch of right of way for dog canyon water system

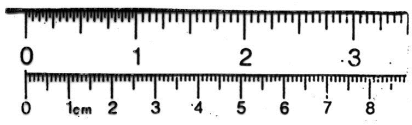


05-08-1951: sketch of water pipeline in whsa

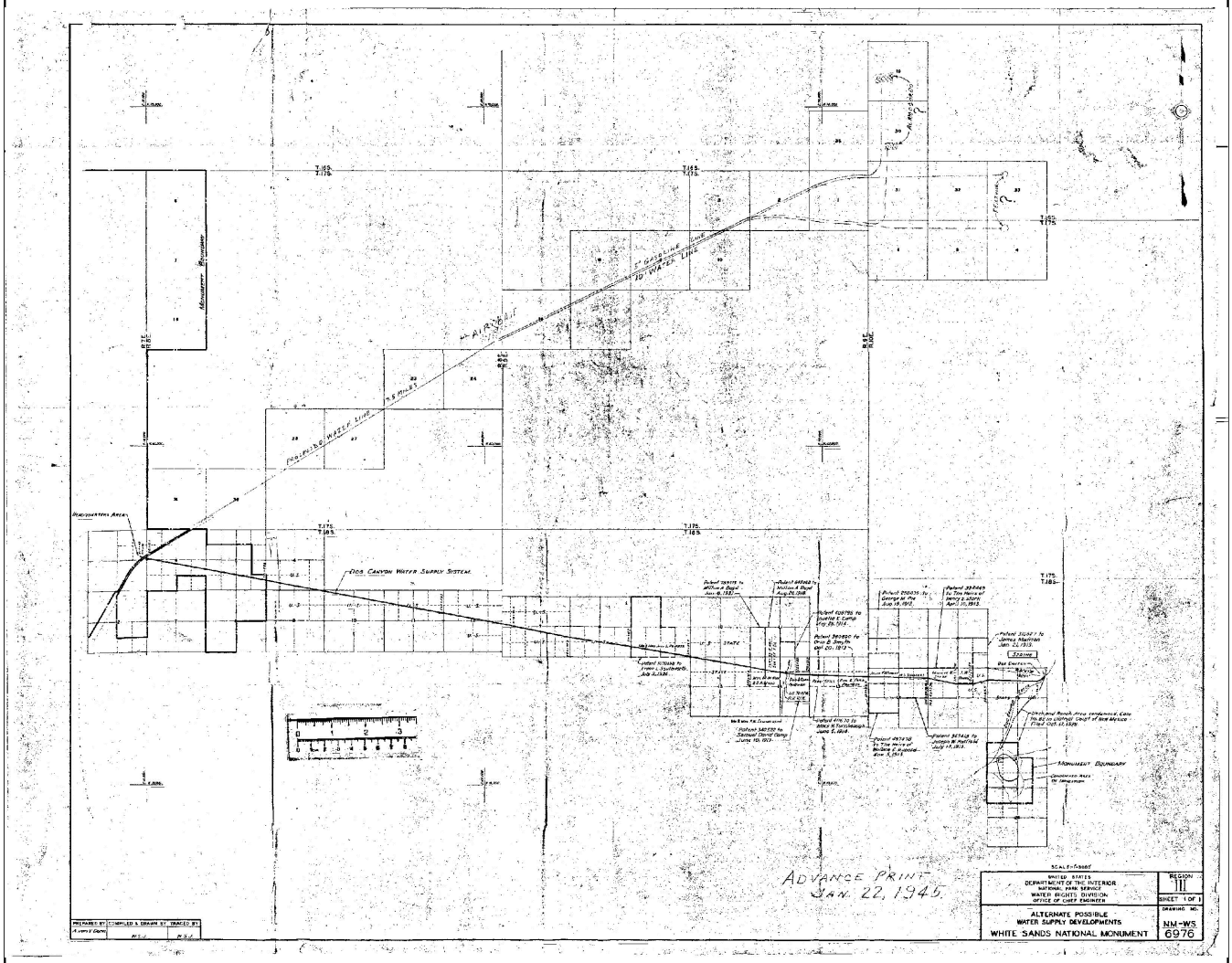


05-08-1951: map of proposed addition to whsa

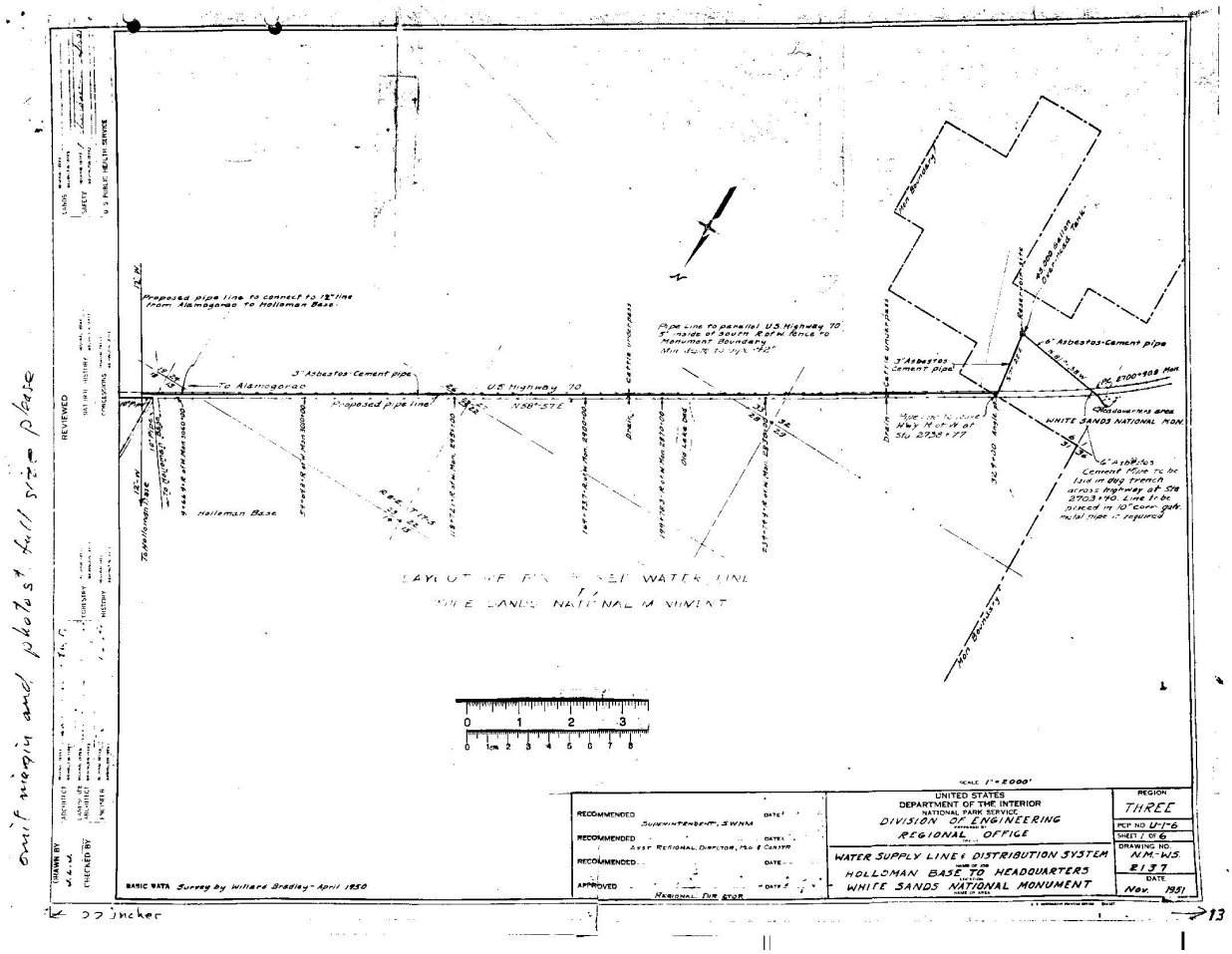




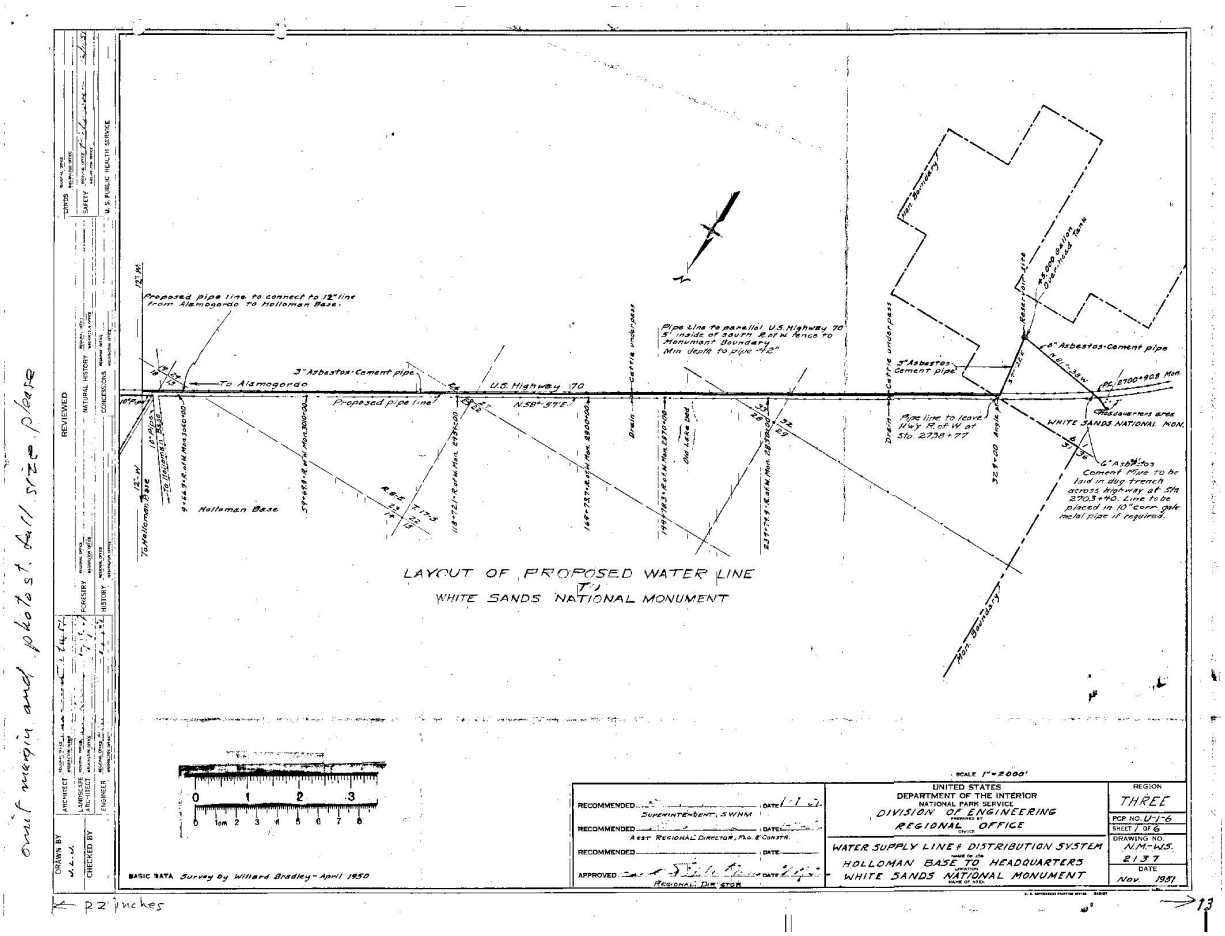
01-22-1945: map of alternate possible water supply developments



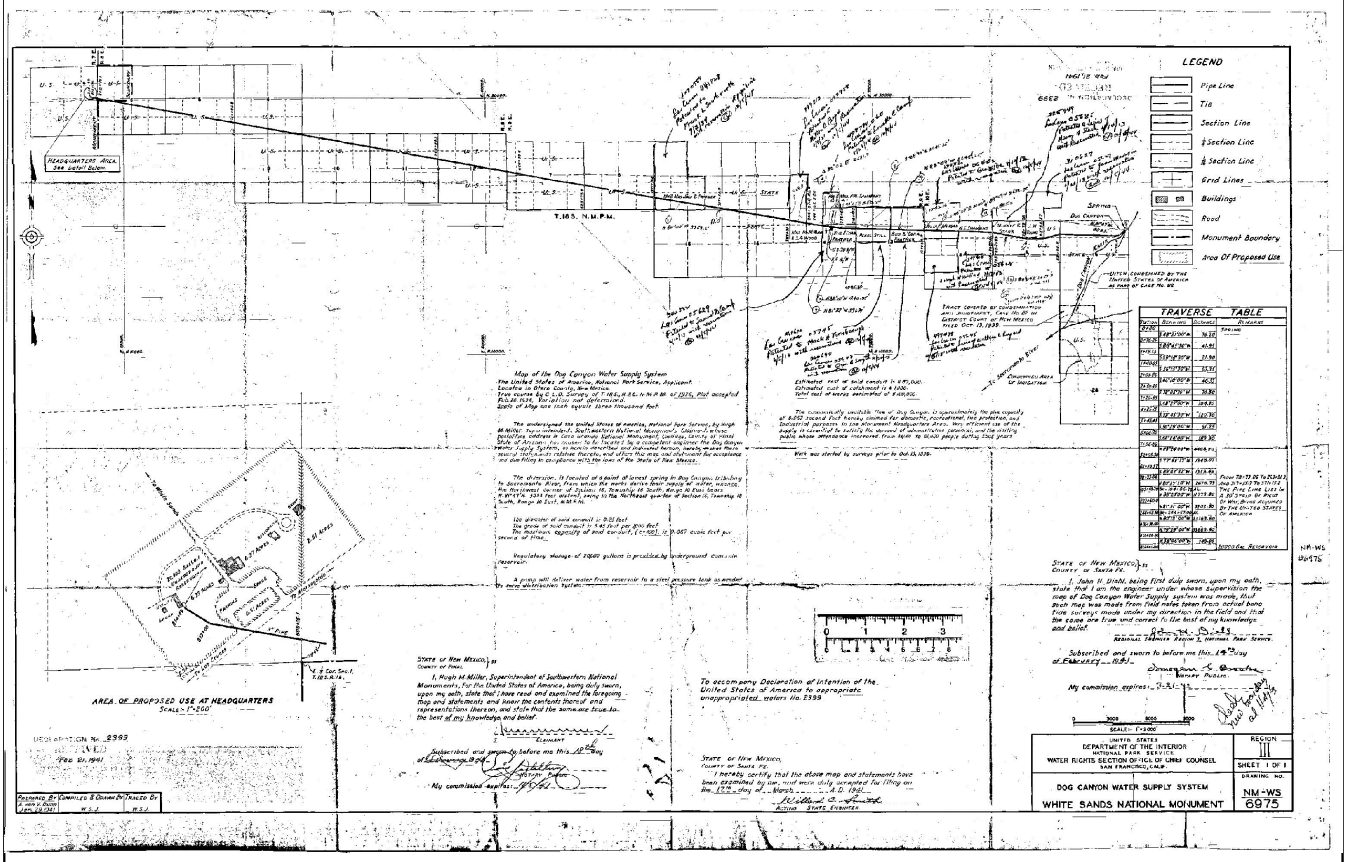
11-00-1951: map of water supply line and distribution sytsem - holloman base to headquarters



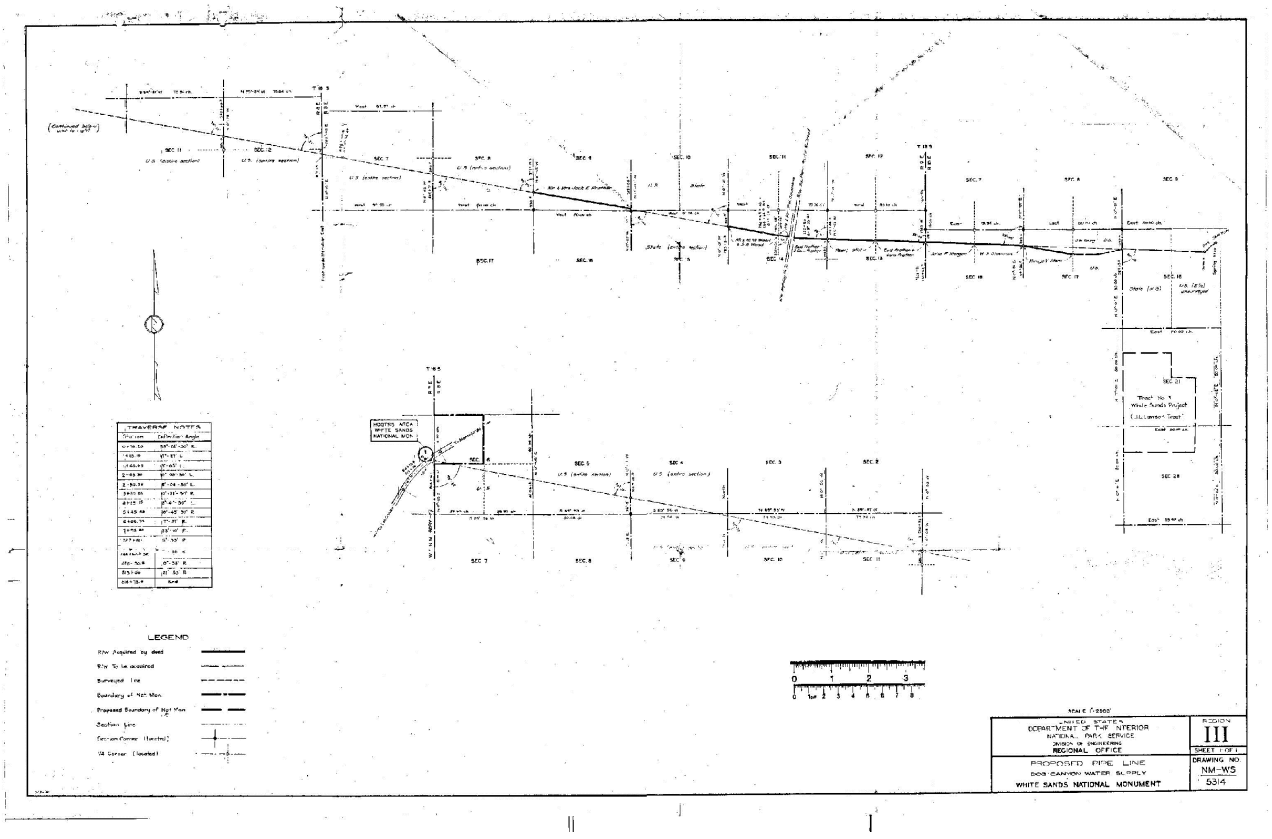
04-00-1950: map of water supply line and distribution sytsem - holloman base to headquarters



03-17-1941: map of the dog canyon water supply system



00-00-0000: proposed water line - dog canyon water supply



Docket Information

Number of Documents in Docket 470

Documents Dated from 1/23/1908 to 5/2/1983

Docket Compiled: 6/9/2016