KEMPNER SUBDIVISION
of
ALAMOGORDO, NEW MEXICO.

Scale of map 1 inch = 200 feet

Alamogordo, October, 1910.

To Whom It May Concern: This is to certify that the following and below tract of land described as follows: Beginning at a point at the intersection of the West side of Florida Avenue produced toward the South, and the South side of First Street produced toward the East, from which point the Northeast corner stone of Section 30, T 16 S., R 10 E., bears S 74°55' E, 242 1/10 feet distant; running thence Easterly along the South side of First Street produced, 3051.5/10 feet to the Northeast side of the Alamogordo and Sanatorium road, thence North 36°33' W, 737 5/10 feet along said Northeast side of said road ~~feet~~ to a point on the line passing through the East side of blocks 221 to 234 inclusive, of the town of Alamogordo, thence Northerly along said line 460 5/10 feet to the Southeast corner of block 234, thence Westerly, along the South side of said block 234, 331 4/10 feet to the Northeast side of the Alamogordo and Sanatorium public road, thence North 36°33' West along said Northeast side of said road 308 5/10 feet to the East side of Cuba Avenue, thence Northerly along East side of Cuba Avenue 1115 3/10 feet to the North side of Seventh Street thence Westerly along North side of Seventh Street 2110 5/10 feet to the West side of Florida Avenue, thence Southerly along West Side of Florida Avenue 2420 5/10 feet to place of beginning, Containing 133 13/100 Acres as appears on this plat, is with the free consent and in accordance with the desire of the undersigned owner and proprietor;

By making this certificate and filing this plat, however, the undersigned only intends to dedicate the use of the real estate included in the streets as indicated on this plat, for the purpose of streets as public highways, and their use as such shall never be abandoned or transferred by the public or any legal authority in contract thereof, so as to rest any exclusive right to any such street or any part thereof in any person or corporation, or authorize any use thereof, or any part thereof for any purpose other than those pertaining to highways; and in the event the same, or any one or any part of any one thereof should ever be abandoned by the public, or any use thereof authorized, except for purposes common to highways, the part thereof so abandoned, or of which such unusual use is authorized, shall at once revert to the undersigned free from any claim of the public thereto.

Purchasers and owners of lots approximating one acre or more in size, represented in this subdivision, shall have the right to the use of so much water from the Fresnal and La Luz cañon appropriations, owned by the undersigned, and such further supply from the reservoirs of the waterworks Company, taking water from Alamo Canon, as may be in excess of the water used by such Company through its pipes, viz: the overflow or waste, in case there may at times be such waste, at the reservoir or reservoirs of such Company at or near the point where the present reservoir is now established, as may be necessary for the cultivation and irrigation of said lots, to the extent of one cubic foot of water to each square foot of land delivered in installments as the undersigned may reasonably be able during the irrigating season, from March 1st to October 1st of each year, upon making payments for right to use said water at the following rates per annum, Viz; Until the year A.D. 1905 at the rate of $5 per annum per acre, after A.D. 1905 until A.D. 1910, at the rate of $10 per annum per acre, after A.D. 1910, at the rate of $15 per annum per acre, one-half payable March 1st, and one-half October 1st, each year in advance; but no interest in or to any of the waters emptying into or discharging from the said reservoirs of the said Waterworks Company, shall be claimed hereunto, except as to the waste waters therefrom as above described.

The water rights acquired hereunto by the owners of lots shall be subject to the following specified conditions and agreements:

(1) Said water shall remain under the general control and management of the undersigned and its successors who shall have the whole ownership and control of same, and the ditches, dams, pipe lines, reservoirs, headgates, and acqueducts used in connection with the same, and who shall have the right to sell water rights to any persons whom it may at any time choose, for use upon any of the lands represented in the original or amended maps of Alamogordo, or in this map of the Kempner Subdivision of Alamogordo, and lands to the extent of 2000 acres in addition thereto which may from time to time be selected by the undersigned.

All water rights claimed hereunto shall be equal in point of priority each with the other, with the understanding and agreement between the undersigned and all purchasers of water rights hereunto that if, at any time, either on account of the number, the extent of the rights so sold, or from any diminution of the water above referred to as being appropriated or under control of the undersigned from any cause whatever, there should be an insufficient amount to supply all claimants therefor, then the undersigned may distribute such water proportionately as it may be reasonably able, to all of the property to which it may then have contracted rights therein, but in such event, the undersigned shall collect full compensation as above defined for such water, the same as though each person had received his full supply thereof, unless such diminution of said water shall have been caused by the gross negligence of the undersigned, in which event it shall only collect proportionately for such water in accordance with the reduced amount thereof furnished to said owner.

The undersigned shall not be required to sustain its ditches or other structures and distribute water to the claimants hereunto as above provided in the event the supply of water available for the use of the undersigned from the sources above mentioned shall be permanently diminished by adverse appropriation, or from actual natural causes, or in any other way whatever, not the result of the gross negligence of the undersigned so that there shall not be a sufficient amount ordinarily obtainable to beneficially proportion and distribute among the claimants therefor.

(2) If any purchaser or owner of any lot shall fail for thirty days after demand to pay the compensation for furnishing water then due as above provided, or any part of the same, such person shall, by virtue of such failure, forfeit all right thereafter to demand water for such lot, and the undersigned shall not be thereafter required to supply water thereto.

Any purchaser or owner may at any time, upon payment of all that may be due for water furnished hereunder, relieve himself from any and all obligations to continue any payment for water for such lot by giving written notice to the undersigned of his election to do so and upon formally releasing to the undersigned any and all rights which he may have to such water.

In witness whereof the undersigned has caused its corporate name to be subscribed and its corporate seal to be affixed hereto on this 15th day of October, 1910.

Attest: Guy I. Watt
~~Asst Secretary.~~

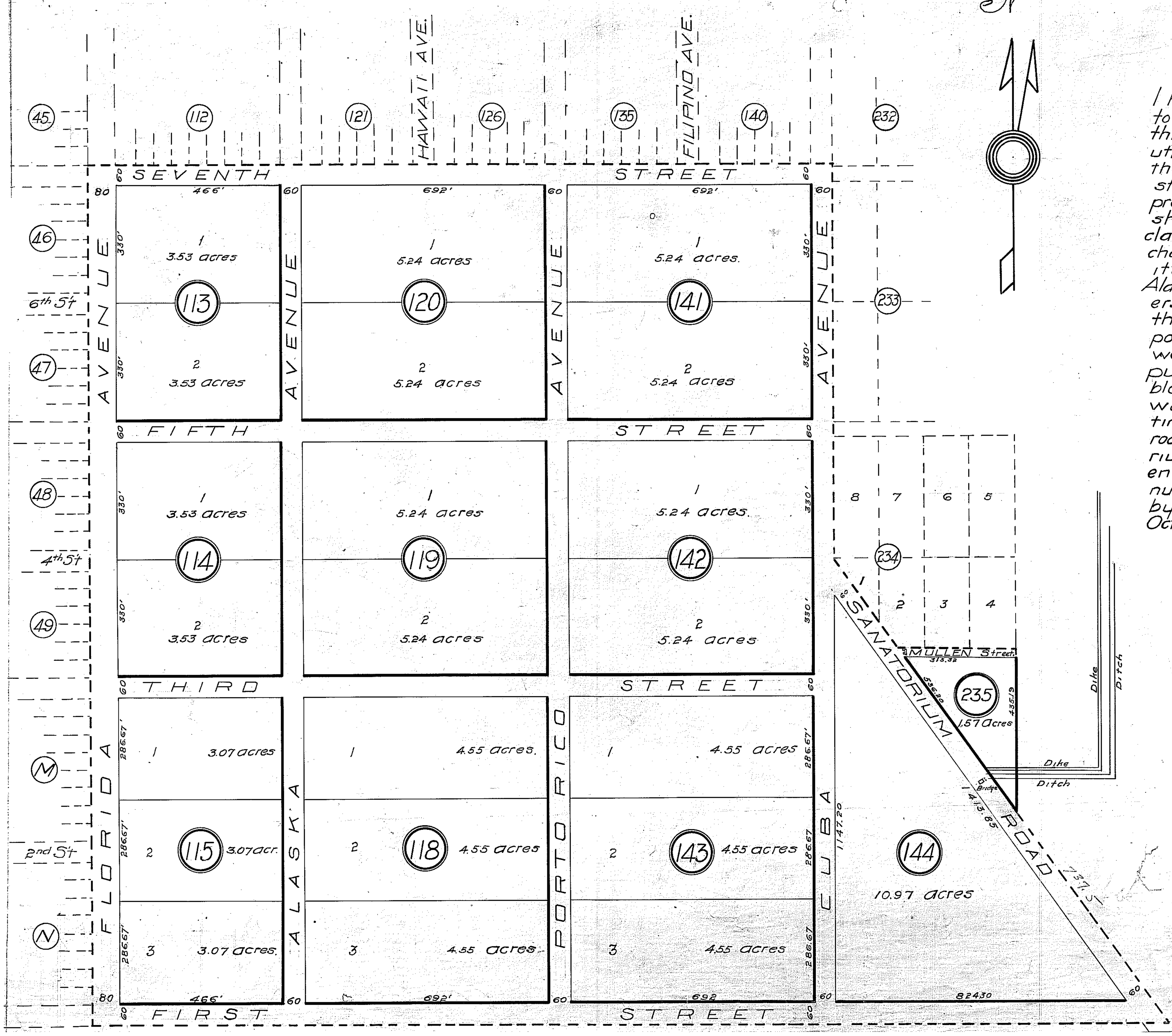
The Alamogordo Improvement Company,
by W. T. Van Brunt.
Vice President.

Territory of New Mexico } s.s.
County of Otero

On this 15th day of October - - 1910, before me appeared W. T. Van Brunt who being by me duly sworn did say that he is the Vice President of the Alamogordo Improvement Company, and also at the same time personally appeared before me Guy I. Watt who being by me duly sworn did say that he is the Asst Secretary of the Alamogordo Improvement Company the corporation named in the foregoing certificate and that the seal affixed to said instrument is the corporate seal of said corporation and that said was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said W. T. Van Brunt and Guy I. Watt acknowledge said instrument to be the free act of said corporation.

In witness whereof the undersigned has hereunto set his hand and official seal on this day and year in this certificate above written.

Sidney M. Parker
Notary Public, Otero County, New Mexico.



I hereby certify that the survey of that part of the town of Alamogordo subdivided and shown on this map was approved and adopted by resolution of the Board of County Commissioners on the day of 191 , and that all streets shown on this map and which have previously been marked on the ground as shown thereon were adopted as and declared to be public streets; and that the change in size of Block number 234 from its original size as shown on the map of Alamogordo approved by the County Commissioners on the 9th day of November 1908, to the size shown on this map, whereby that portion of lot number one that lay Southwest of the Alamogordo and Sanatorium public road was transferred from said block to block number 144 of this map, was approved and adopted at the same time: Also that that portion of the county road known as the Alamogordo and Sanatorium county road which lay between Seventh Street on the North and Cuba Avenue on the East was vacated and closed by resolution adopted on the 4th day of October, 1910.

J. R. Gilbert
Chairman Board of County Commissioners

Filed for Record this 7 day Jan A.D. 1911 at 3 o'clock P. M. and duly recorded in book Page of Records Co., New Mexico
John M. Bowman
Probate Clerk