

BD MARASOVICH, STEVE M., et. ux., Eva

LAND PURCHASE CONTRACT

HANSEN FEEDER PLAT NO. 1

0023-0088-0003-00

22-(3) Texas

780

(213)

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

Know all men by these presents:

Steve H. Marasovich and Eva Marasovich, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of

Two Hundred Five and 10/100 - (\$205.10) - - - - -

DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA, in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplemental thereto the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do grant, Sell and Convey unto the said

THE UNITED STATES OF AMERICA

~~XXXXXX~~ ~~XXXX~~ ~~XX~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

Hansen Feeder  
Plat No. 1

A tract of land lying and situate in El Paso County, Texas and in the Northeastquarter (NE $\frac{1}{4}$ ) of Section six (6), Township thirty-four (34) South, and Southeast quarter (SE $\frac{1}{4}$ ) of Section thirty-one (31) Township thirty-three (33) South, Range eight (8) East, Bureau of Reclamation Survey; being also within Surveys ninety-six (96) and ninety-seven (97) of the mainland, San Elizario Grant and Tract four (4) Block forty-two (42) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas the 13th day of January, 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at a point in the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof and from which point the Northeast corner of Tract four (4) Block forty-two (42) of said official resurvey of the San Elizario Grant bears North fifty-six degrees (56°) forty-nine minutes (49') forty seconds (40") East three thousand two hundred sixty-seven and eight tenths (3267.8) feet; thence along the center line of the said former river bed South thirty-three degrees (33°) forty-six minutes (46') West seventy-one and seven tenths (71.7) feet and South nineteen degrees (19°) forty-three minutes (43') West eighty-three and seven tenths (83.7) feet; thence North thirty-one degrees (31°) thirteen minutes (13') West one thousand forty-eight and four tenths (1048.4) feet; thence North twenty-six degrees (26°) thirteen minutes (13') West four hundred one and five tenths (401.5) feet; thence North thirty-one degrees (31°) thirteen minutes (13') West one hundred forty-seven and three tenths (147.3) feet to a point in the southeasterly right of way line of the proposed Riverside Canal Extension and from which point the Southeast corner of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-two degrees (52°) East eight hundred forty-six and seven tenths (846.7) feet; thence along the southeasterly right of way line of said proposed Riverside Canal Extension South sixty-three degrees (63°) thirty-seven minutes (37') East fifty-six and eight tenths (56.8) feet; thence continuing along said right of way line to the left along a curve of one thousand four hundred fifty-five and four tenths (1455.4) feet radius a distance on the arc of sixty-two and five tenths (62.5) feet to a point at which the tangent to said curve has a bearing North sixty-six degrees (66°) four minutes (04') thirty seconds (30") west; thence South thirty-one degrees (31°) thirteen minutes (13') East forty-seven and three tenths (47.3) feet; thence South thirty-five degrees (35°) thirty minutes (30') thirty seconds (30") East four hundred one and one tenth (401.1) feet; thence South thirty-one degrees (31°) thirteen minutes (13') East nine hundred sixty-five and three tenths (965.3) feet to the point of beginning. Said tract of land containing four and three hundredths (4.03) acres, more or less. All as shown on plat attached ~~hereto~~ and made a part ~~hereto~~ of that certain contract between grantor and grantee herein dated Dec. 1, 1940,

Correct as to Engineering Data 9.0.0.

Hansen Feeder  
Plat No. 1

A tract of land lying and situate in El Paso County, Texas and in the Northeastquarter (NE $\frac{1}{4}$ ) of Section six (6), Township thirty-four (34) South, and Southeast quarter (SE $\frac{1}{4}$ ) of Section thirty-one (31) Township thirty-three (33) South, Range eight (8) East, Bureau of Reclamation Survey; being also within Surveys ninety-six (96) and ninety-seven (97) of the Mainland, San Elizario Grant and Tract four (4) Block forty-two (42) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas the 13th day of January, 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

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Correct as to Engineering Data A.S.D.



TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said

**THE UNITED STATES OF AMERICA, its successors**

~~and~~ and assigns forever; and **they** do hereby bind **themselves, their** heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

**THE UNITED STATES OF AMERICA, its successors**

~~and~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS **their** hand \* at **El Paso, Texas** this **3rd** day of **Sept.** A. D. 19 **41**

~~Witnesses to mark of Steve M. Marasovich~~

**Steve M. Marasovich**

**Witnesses to mark of Eva Marasovich**

**Her**

**Eva X Marasovich**

**Josephine E. Marasovich**

**Phil Manos**

**Mark**

**1 50¢ and 1 5¢ documentary stamps  
affixed and cancelled**



THE STATE OF TEXAS, }

County of El Paso. }

Before me Foreign authority

a Notary Public

in and for El Paso County, Texas, on this day personally appeared

Steve M. Marasovich

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 and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office this 3rd day of September A. D. 19 41

My Commission Expires May 31 19 45 H. E. Christie  
Notary Public, El Paso County, Texas

(SEAL)

WIFE'S SEPARATE ACKNOWLEDGMENT FOR TEXAS, NEW MEXICO AND ARIZONA

THE STATE OF TEXAS, }

County of El Paso. }

Before me the undersigned authority

a Notary Public

in and for El Paso County, Texas, on this day personally appeared

Eva Marasovich, wife of Steve M. Marasovich

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Eva Marasovich acknowledged such instrument to be her free act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 3rd day of September A. D. 19 41

(SEAL)

My Commission Expires May 31 19 45 H. E. Christie  
Notary Public, El Paso County, Texas

CLERK'S CERTIFICATE

THE STATE OF TEXAS, }

County of El Paso. }

I, P. D. Lowry Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 3 day of September A. D. 19 41, with its certificate of authentication, was filed for record in my office this 9 day of Sept. A. D. 19 41, at 3:10 o'clock P M. and duly recorded the 12 day of Sept. A. D. 19 41, at 9 o'clock A M. in the records of said County, in Volume 697 on Pages 557

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

P. D. Lowry

Clerk County Court, El Paso County, Texas.

Marie Grady

Deputy.

(SEAL)

No. 22692	TO	U S of A	Warranty Deed	Filed for Record the <u>9th</u>	day of <u>Sept</u>	19 <u>41</u>	at <u>3:10</u> o'clock, and <u>minutes</u> <u>P</u> M.	and recorded <u>Sept. 12, 1941</u>	at <u>9</u> o'clock <u>A. M.</u>	Clerk,	County Court, El Paso County, Texas.	By <u>M. F. Duncanson</u>	Deputy.	<u>9/5/41</u>	<u>697 - 557</u>
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El Paso, Texas. October 14, 1941.

From Superintendent

To The Commissioner

Subject - Acquisition of Land - Transmittal of Papers -  
Land Purchased from Steve H. Marasovich for  
Riverside Canal Extension - Rio Grande Project.

1. The following title papers, as required by the General Accounting office to support G. F. Allen's voucher 19-28572 dated October 10, 1941, covering payment for land acquired from Steve H. Marasovich to be used in connection with Riverside Canal Extension are enclosed herewith:

Policy of Title Insurance  
Original Opinion of Title  
Original Recorded Deed

2. The copy of State and County Tax receipt and Tax Statement from the El Paso County Water Improvement District No. 1 which also applies to this tract of land is enclosed with letter of this date supporting G. F. Allen's voucher No. 19-28571 dated October 10, 1941.

- - - -  
L. R. Fieck

In duplicate  
Encls-

Policy of Title Insurance  
Original Opinion of Title  
Original Recorded Deed

cc- Denver with copy of deed



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

738-9 Amarillo Building  
Amarillo, Texas

September 23, 1941

From District Counsel

To Superintendent, El Paso

Subject: Acquisition of Land--Opinion of Title to land described in Contract No. 116r-1498 dated December 1, 1940 with Steve M. Marasovich et ux; area 4.03 acres, consideration \$205.10, for Riverside Canal Extension--Rio Grande Project.

1. I have examined Policy of Title Insurance No. 38926/15122 issued by the Commercial Standard Insurance Company, Fort Worth, Texas, countersigned at El Paso, Texas, September 9, 1941, by the Pioneer Abstract & Guarantee Title Company by H. H. Newman, President; Attest by H. L. McCune, Assistant Secretary, covering the lands described in the subject contract, and from said examination, I am of the opinion that the fee-simple title to said property is vested in the United States of America.

2. The Policy of Title Insurance does not insure against less as follows:

- (1) Taxes for the year 1941.
- (2) Water charges for the year 1941.
- (3) Restrictive covenants affecting the property above described.
- (4) Any discrepancies in area and boundaries which a correct survey would show.
- (5) All construction charges due to the U. S. A.
- (6) All matters emanating from contracts with El Paso Valley Water Users' Association.
- (7) Rights of parties in possession.

3. The following instructions are given relative to the above exceptions:

(1) Under Texas State Law taxes become a lien on the first day of January, thus subject lands are in taxable status for the year 1941 and a sum sufficient to insure payment thereof should be reserved in accordance with Article 7 of the Land Purchase Contract.



(2) Existing water charges assessable against this property should be determined by you, and proper deduction therefor made from the purchase price.

(3) No restrictive covenants are contained in the Land Purchase Contract or the Warranty Deed, hence this qualification may be disregarded.

(4) We assume the usual survey has been performed by your office.

(5) Any construction charges due the United States are a proper deduction from the Purchase Price, and should be made by you when vouchering for payment.

(6) Liabilities, if any, resulting from contracts with El Paso Valley Water Users' Association with which your office is familiar, or which may be ascertained through proper inquiry, should be brought to the attention of this office.

(7) Report dated December 12, 1940 (Form 7-281) 'Report of Land Covered by Land Purchase Contract,' attached to the Land Purchase Contract, advises that there are no parties in possession claiming adverse rights.

4. Subject to these comments and recommendations, payment to Steve M. Marasovich and Eva Marasovich, husband and wife, of the net amount due under the contract, is approved. The Policy of Title Insurance and final executed Warranty Deed are returned herewith.

- - -

Spencer L. Baird

Dupl. ✓

Encls. Title Ins. No. 38992  
Wty Deed C/15122

CC: G. E. Denver  
Commissioner

UNITED STATES  
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande Irrigation Project

of Bureau described in Bureau file No. \_\_\_\_\_ and \_\_\_\_\_  
does not require execution of contract or bond for the \_\_\_\_\_  
commissioner and not to the General Accounting Office and a copy of same for the \_\_\_\_\_  
EXCEPTIONS

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Dec. 1, 1940  
symbol and number 116r-1498; made by Steve M. and Eva Marasovich  
amount involved, \$ 205.10; authority No. \_\_\_\_\_ or clearing account  
purpose Riverside Canal Extension

Reference:

(a) If bond is required in connection with a contract under administration of this project, the following shall be given to the Chief Engineer at Denver, Superintendent at El Paso, Texas, District Counsel at El Paso, Texas and \_\_\_\_\_

Place El Paso, Texas, Date Jan. 2, 1941

1. On this date the above-described contract was executed (or) passed, and bond, if any, approved (or) passed, by this office, and transmitted to district counsel for legal approval, \_\_\_\_\_  
L. A. Flock, Project Superintendent.

Inclosures:

Original and 3 copies of this form.  
Original and 4 copies of contract.

Place El Paso, Texas, Date Jan. 21, 1941

2. On this date the above-described contract, with bond, if any, was given legal approval by this office, and transmitted to the Rio Grande project office, \_\_\_\_\_

H. I. S. Devries, District Counsel

Inclosures:

Original and 3 copies of this form.  
Original and 4 copies of contract.

Denver, Colorado, Date \_\_\_\_\_

3. On this date the above-described contract was executed, and bond, if any, approved by this office, \_\_\_\_\_  
Chief Engineer.

Denver, Colorado, Date \_\_\_\_\_

4. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office, \_\_\_\_\_  
Chief Engineer.

Inclosures:

Original and \_\_\_\_\_ copies of this form.  
Original and \_\_\_\_\_ copies of contract.

Washington, D. C., Date \_\_\_\_\_

5. On this date the above-described contract was executed, and bond, if any, approved by \_\_\_\_\_

\_\_\_\_\_, Commissioner.

STATEMENT AND CERTIFICATE  
OF AWARD

No. 116r-1498  
(Contract)  
Date Dec. 1, 19 40

DEPARTMENT OF THE INTERIOR  
(Department or establishment)

BUREAU OF RECLAMATION  
(Bureau or office)

El Paso, Texas  
(Location)

METHOD OF OR ABSENCE OF ADVERTISING  
(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to \_\_\_\_\_ dealers.  
(b) And by notices posted in public places.  
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with \_\_\_\_\_
5. Without advertising, it being impracticable to secure competition because of \_\_\_\_\_  
**Riverside Canal Extension**  
(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts).

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 5 of the method of or absence of advertising and in accordance with award of contract lettered \_\_\_\_\_, as shown above; that the total number of bids received is \_\_\_\_\_, and that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

**L R Flook**

(Signature of contracting officer)

**Superintendent**

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).



File

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 1st day of December, 1940, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto between the UNITED STATES OF AMERICA, hereinafter styled the United States, by ~~represented by the officers executing this contract~~

~~Superintendent, Bureau of Reclamation, thereunto, duly authorized, and subject to the approval of the proper supervisory officer thereof,~~

and Steve Karscovich

and Eva Karscovich

, his wife, hereinafter styled Vendor,

of Fabens, County of El Paso, State of Texas

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient General Warranty deed, (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is

th or (Homestead, community, separate) property, situated in the County of El Paso, Texas State of Texas, to wit:

<sup>1</sup> Strike out clause regarding approval of supervisory officer if not applicable

4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the Vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall later be extended by the Vendor to include each instrument subsequently recorded in connection herewith, including the conveyance made pursuant to this contract. *Provided*, that if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

**Two hundred five and 10/100 - - -**

dollars

(\$ **205.10** ), by U. S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until ; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

10. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor 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 annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

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

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

THE UNITED STATES OF AMERICA,  
**L. R. Flock**

By \_\_\_\_\_  
*Superintendent, Bureau of Reclamation.*

Witnesses: **to each of**  
**Eva Karasovich**  
**Geo. W. Hoadley**

P. O. Address \_\_\_\_\_  
**El Paso, Texas**

**Josephine Eva Karasovich**

\_\_\_\_\_ **Fabens, Texas**

P. O. Address \_\_\_\_\_

P. O. Address \_\_\_\_\_

P. O. Address \_\_\_\_\_

Approved: \_\_\_\_\_

(Date) \_\_\_\_\_, 193

**Steve M. Karasovich**

Vendor.

**Eva I Karasovich**

Vendor.

**Fabens, Texas**

Vendor.

P. O. Address \_\_\_\_\_



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF EL PASO

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in Article 3 hereof.

(a) I, Geo. W. Hoadley, a

in and for said county, in the State aforesaid, do hereby certify that Steve M. Marasovich and Eva Marasovich, his wife

who are personally known to me to be the person are whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Eva Marasovich separate and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 1st day of December, 1940

SEAL

[SEAL]

6/1/41

Geo. W. Hoadley  
Notary Public in and for El Paso Co. Texas

My commission expires

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas  
COUNTY OF El Paso

I hereby certify that this instrument was filed for record at my office at 3:45 o'clock P. M., Jan. 31, 1941 and is duly recorded in Vol. 680 of Deed Records

Page No. 532

P. D. Louny  
County Recorder.

By Ms J W Morrow  
Deputy

Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF TEXAS  
COUNTY OF EL PASO

(Execute only on Returns Office copy)

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with Steve M. Marasovich and Eva Marasovich, his wife that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Steve M. Marasovich and Eva Marasovich, his wife, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

L R Flock

Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 2nd day of January, A. D. 1941  
Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6/1/41

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated Dec. 1, 1940; made by Steve M. and Eva Marasovich  
involving purchase of 4.03 acres of land, for \$ 205.10;  
purpose Riverside Canal Extension

1. The land described in the above-named contract is necessary for the purpose stated, and the consideration is reasonable. Land of a similar character in the vicinity has sold recently for \$ no sales per acre.

2. The land was entered \_\_\_\_\_ under the \_\_\_\_\_ law.  
Final certificate is dated \_\_\_\_\_ Patent is dated \_\_\_\_\_

**No public lands in Texas**

3. The land is subject to no right-of-way grant to the Government under stock-subscription contract, water-right-application contract, or otherwise, except as follows:

**No**

4. The general character and quality of the land are as follows:

**Borrow pit and spoil 0.78**  
**Cultivated 3.14**  
**Rio Viejo 0.11**

5. no acres of the land are being irrigated and 4.03 additional acres are susceptible of irrigation under water right described as follows:

6. The following are estimates of the areas of each class of crops on the land and of the values of such crops and of the important improvements:

**No allowance for crops**

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated December 1, 1940, between the United States of America and Steve M. Marasovich and Eva Marasovich, his wife, is required for the purposes authorized by the act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, namely, as right of way for the Riverside Canal Extension, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$205.10, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 2nd day of January, 1941.

L R Fieck  
Project Superintendent  
Bureau of Reclamation



CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated December 1, 1940, between the United States of America and Steve M. Marasovich and Eva Marasovich, his wife, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any of it.

Dated at El Paso, Texas, this 2nd of January, 1941.

Geo. W. Hoadley  
Right of way Agent

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Plat #1

Land Classification and Valuation Report

Feature Hansen Feeder Date December 9 19 39

We, the undersigned Appraisers, do hereby certify that we have carefully examined the tract or tracts of land, together with the improvements thereon, if any, and believed to belong to

**Stere Karasovich**

lying and situate in the County of El Paso, State of Texas, and located in:

R	T	Sec.	Subdiv.	Meridian
R	T	Sec.	Subdiv.	Meridian
R	T	Sec.	Subdiv.	Meridian
R	T	Sec.	Subdiv.	Meridian

County Plat # 48, Tract # 4  
Containing 4.08 Acres more or less, under  
(~~remainder~~) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges

(	Acres	at	\$	per acre	\$
(	Acres	at	\$	per acre	\$
(	Acres	at	\$	per acre	\$
(	Acres	at	\$	per acre	\$
(	Acres	at	\$	per acre	\$

Class 2. Suspended

(	<u>Borrow Pit and Spoil 0.78</u>	Acres at	\$ <u>20.00</u>	per acre	\$ <u>15.60</u>
(		Acres at	\$	per acre	\$
(	<u>Cultivated 5.14</u>	Acres at	\$ <u>30.00</u>	per acre	\$ <u>155.40</u>
(	<u>Rio Viejo 0.11</u>	Acres at	\$ <u>10.00</u>	per acre	\$ <u>1.10</u>
(		Acres at	\$	per acre	\$
(		Acres at	\$	per acre	\$
					\$ <u>205.10</u>

Land not under the Project:

Improvements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grand Total \$ 205.10

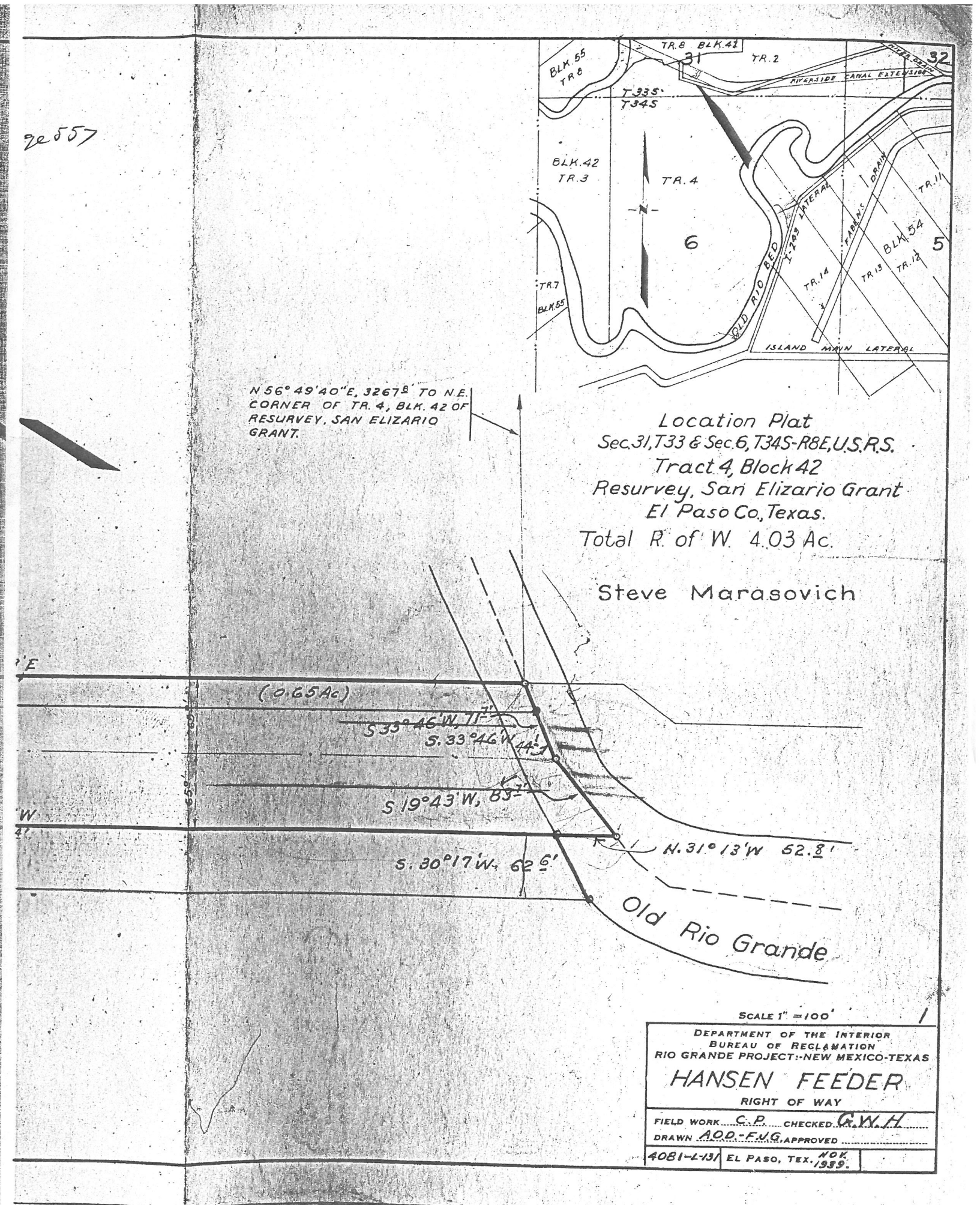
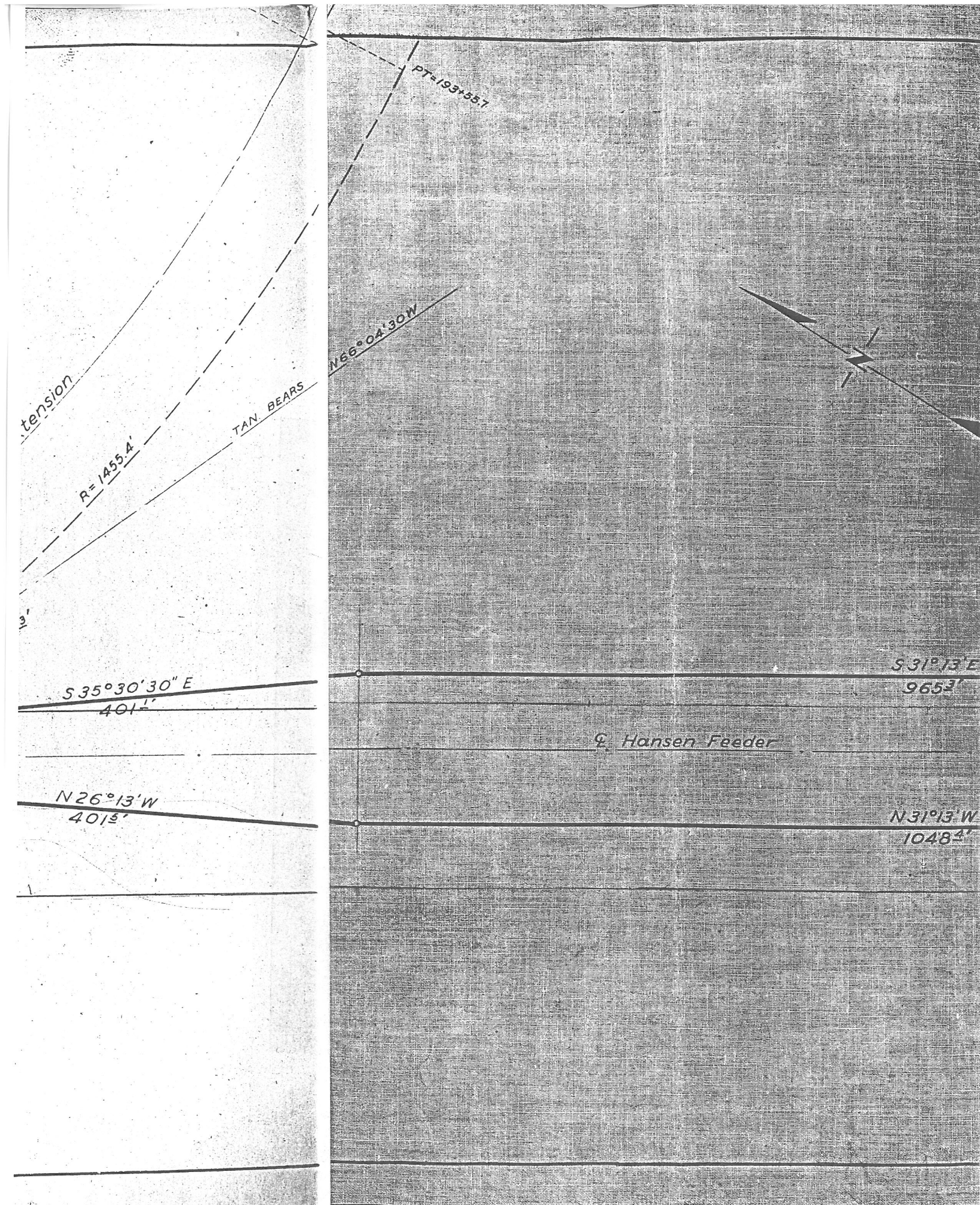
We furthermore individually certify that neither of us is in any manner related to the herein named owner, by marriage or otherwise, and that neither of us is in any manner financially interested in the herein described property.

Geo. Huffman W K Ramsey Geo. W. Hodley  
Appraisers

Approved: \_\_\_\_\_







2e557

N 56° 49' 40" E, 3267.8' TO N.E. CORNER OF TR. 4, BLK. 42 OF RESURVEY, SAN ELIZARIO GRANT.

Location Plat  
 Sec. 31, T. 33 & Sec. 6, T. 34S-R. 8E, U.S.P.S.  
 Tract 4, Block 42  
 Resurvey, San Elizario Grant  
 El Paso Co., Texas.  
 Total R. of W. 4.03 Ac.

Steve Marasovich

(0.65 Ac)

Old Rio Grande

SCALE 1" = 100'

DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 RIO GRANDE PROJECT-NEW MEXICO-TEXAS  
**HANSEN FEEDER**  
 RIGHT OF WAY  
 FIELD WORK C.P. CHECKED G.W.H.  
 DRAWN ADD-F.V.G. APPROVED \_\_\_\_\_  
 4081-L-131 EL PASO, TEX. NOV. 1959.