

779

COOKE, FRED D., et. ux., Ruth B. WARRANTY DEED

183

RIVERSIDE CANAL EXTENSION

0023-0084-0012-00

21-(22) Texas

780

130-

RIO GRANDE

TRANSMITTAL CASE

ACQUISITION OF LANDS

TRANSMITTAL CASE

COOKE, FRED D. & RUTH B.

TRUSTEES

130-

SINGLE ACKNOWLEDGMENT.

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

Fred D. Cooke

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.

Given under my hand and seal of office this 16th day of July A. D. 1940.

Genevieve Channell

WIFE'S SEPARATE ACKNOWLEDGMENT.

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

Ruth B. Cooke

wife of Fred D. Cooke

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

Ruth B. Cooke

acknowledged such instrument

to be her 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 16th day of July A. D. 1940.

Florence Channell

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 16

day of July A. D. 1940, with its certificate of authentication, was filed for record in my

office this 19th day of Sept, A. D. 1940, at 4:30 o'clock P.M.

and duly recorded the 20th day of Sept, A. D. 1940, at 9 o'clock A.M.

in the records of said County, in Volume 671 on Pages 52

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.

By Marie Brady, Deputy.

14433

INDEXED

Fred D. Cooke and wife,

Ruth B. Cooke,

X

TO

THE UNITED STATES OF AMERICA

Warranty Deed

Filed for Record the

day of 19

FILED 5 clock and RECORD

SEP 19 1940

AT 4:30 P. Clerk, County Court, El Paso County, Texas.

AND RECORDED

By SEP 23 1940 Deputy.

AT 9:00 o'clock A.M.

P. D. LOWRY, County Clerk

BY Marie Brady DEPUTY

7/16/40 - 671/52

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

Know all men by these presents;

Fred D. Cooke and Ruth B. Cooke, husband and wife,

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

Ninety and no/100 (\$90.00) ----- DOLLARS,

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

~~of the County of~~ ~~and State of~~, 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: A tract of land lying and situate in El Paso County, Texas, and in the Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section five (5) Township thirty-four (34) South, Range eight (8) East, Bureau of Reclamation Survey; said tract being all of Lots eleven (11), twelve (12), Thirteen (13), fourteen (14), fifteen (15) and sixteen (16), and accretion thereto, Block H, Riverside Addition to Fabens, Texas; being also within Tract fourteen (14) Block one (1) of the official resurvey of the

Correct as to Engr. Data S.M.A.

Beginning at a point on the northerly line of Block H, Riverside Addition to Fabens, Texas, said point being the Northeast corner of Lot eleven (11) Block H, of said Riverside Addition; thence along the easterly line of said Lot eleven (11), South twenty-three degrees (23°) forty-two minutes (42') East one hundred twenty-nine (129) feet to a point on the southerly line of said Block H, being the Southeast corner of said Lot eleven (11); thence South sixty-six degrees (66°) eighteen minutes (18') West two hundred thirty-eight and seven tenths (238.7) feet along the southerly line and an extension thereof of Block H of said Riverside Addition to the center of what constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed North fifty-eight degrees (58°) nine minutes (09') West four (4) feet and North fifty-two degrees (52°) twenty-five minutes (25') West one hundred forty-three and four tenths (143.4) feet to a point where the said center line intersects the extension of the northerly line of said Block H; thence along said line as extended North sixty-six degrees (66°) eighteen minutes (18') East three hundred nine and nine tenths (309.9) feet to the point of beginning; said tract of land containing eighty-two hundredths (0.82) of an acre, more or less, all as shown on plat attached and made a part of contract dated April 25, 1940, between the grantors and grantee herein, recorded in Volume 666, on page 376, Deed Records of El Paso County, Texas.

~~and assigns forever, and they do hereby bind themselves, 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 assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.~~

WITNESS their hands at El Paso, Texas, this 16th day of

July A. D. 19 40.

Witnesses at Request of Grantor

X Fred D. Cooke
X Ruth B. Cooke

Deed Examined by G. A. O. JUN 13 1941

ORGANIZED AND OPERATING UNDER THE INSURANCE LAWS OF THE STATE OF TEXAS

POLICY No. 26198
O. T. NO. c/14346

AMOUNT \$90.00

Commercial Standard Insurance Company

Fort Worth, Texas

Owner's Policy of Title Insurance

COMMERCIAL STANDARD INSURANCE COMPANY,

a Corporation, of Fort Worth, Texas,

herein called the Company, for value

Does Hereby Guarantee to

THE UNITED STATES OF AMERICA

(herein styled insured), its successors and assigns,
~~heirs, executors, and administrators,~~ that ~~it~~ has good
and indefeasible title to the following described real property:

A tract of land lying and situate in El Paso County, Texas, and in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 5, Township 34 South, Range 8 East, Bureau of Reclamation Survey; said tract of land being all of Lots Nos. 11, 12, 13, 14, 15, and 16, and accretion thereto in Block "H" Riverside Addition to Fabens, Texas, being also within Tract 14, Block 1, of the official resurvey of the San Elizario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13 day of January 1930 and of record in the office of the county clerk of said county and state and more particularly described as follows:

BEGINNING at a point on the Northerly line of Block H, Riverside Addition to Fabens, Texas, said point being the Northeast corner of Lot 11, Block H, of said Riverside Addition; thence along the Easterly line of said Lot 11, South $29^{\circ} 42'$ East 129 feet to a point on the Southerly line of said Block H, being the Southeast corner of said Lot 11; thence South $66^{\circ} 18'$ West 238.7 feet along the Southerly line and an extension thereof of Block H of said Riverside Addition to the center of what constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed North $58^{\circ} 09'$ West 4 feet, and North $52^{\circ} 25'$ West 143.4 feet to a point where the said center line intersects the extension of the Northerly line of said Block H; thence along said line as extended North $66^{\circ} 18'$ East 309.9 feet to the point of beginning, said tract of land containing 0.82 of an acre more or less, all as shown on plat attached and made a part of the contract dated April 25, 1940, between Fred D. Cooke and wife, Ruth B. Cooke and The United States of America, recorded in Vol. 666, page 376 of the Deed Records of El Paso County, Texas.

subject to:

1. Following liens: Taxes for the year 1940 and thereafter.

1a. Water charges for the year 1940 and thereafter.

2. Restrictive covenants affecting the property above described.

3. Any discrepancies in area and boundaries which a correct survey would show.

4. All construction charges due to the United States of America.

5. All matters emanating from contracts with the El Paso Valley Water Users Association.

Said Company shall not be liable in a greater amount than actual monetary loss of insured, and in no event shall said Company be liable for more than

-NINETY AND NO/100 (\$90.00) - - - - - Dollars,

and shall, at its own cost, defend said insured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title hereby guaranteed, provided the party or parties entitled to such defense shall, within a reasonable time after the commence-

Commercial Standard

Insurance Company

Fort Worth, Texas

OWNER'S POLICY
OF TITLE INSURANCE

To

THE UNITED STATES
OF AMERICA,
PROPERTY

Lots 11, 12, 13, 14, 15, 16,
Block "H", of RIVERSIDE
ADDITION, to the town of
Fabens, El Paso County, Texas.

THIS POLICY ISSUED BY
Pioneer Abstract & Guarantee Title Co.
MAIN 838 FIRST NAT'L BUILDING
EL PASO, TEXAS

2M-11-39

Abstract Examined by G. A. ...
Date JUN 13 1939
MM

ment of such suit or proceeding and in ample time for defense therein, give said Company written notice of the pendency of the suit or proceeding, and authority to defend, and said Company shall not be liable until such adverse claim or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse claim or right so established shall be for less than the whole of the property, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse claim or right established may bear to the whole property. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to such claim or demand; provided, however, that failure to notify shall not prejudice the claim of the assured, if such assured shall not be a party to such action or procedure, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all rights of insured against all other parties.

Upon sale of the property covered hereby, this policy automatically thereupon shall become a warrantor's policy and the insured, his heirs, executors and administrators, shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he or they may sustain on account of any warranty contained in the deed executed by insured conveying said property. The Company to be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof (and not excepted above) such liability not to exceed the amount above written.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company.



Secretary.



President.

Countersigned at El Paso, Texas this 19th day of Sept., AD. 1940.

ATTEST:


A. Sec'y.

PIONEER ABSTRACT & GUARANTEE TITLE COMPANY,
By, J. D. Newman Agent,
President,

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 25th day of April 1949, 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, ~~represented by the officer executing this contract~~

~~Superintendent, Bureau of Reclamation, the lands, fully surveyed, and subject to the approval of the proper supervisory officer thereof,~~
and Fred B. Cooke

and Ruth B. Cooke, his wife, hereinafter styled Vendor,

of Tubans, 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

1 h eir property, situated in the County of El Paso
(Homestead, community, separate)

State of Texas, to wit:

¹ Strike out clause regarding approval of supervisory officer if not applicable

Riverside Canal Extension
Plat #12

A tract of land lying and situate in El Paso County, Texas and in the Northeast quarter ($NE\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section five (5) Township thirty-four (34) South, Range eight (8) East, Bureau of Reclamation Survey; said tract being all of Lots eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15) and sixteen (16), and accretion thereto, Block H, Riverside Addition to Fabens, Texas; being also within Tract fourteen (14), Block one (1) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas the 13th day of Jan. 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 on the northerly line of Block H, Riverside Addition to Fabens, Texas, said point being the Northeast corner of Lot eleven (11) Block H, of said Riverside Addition; thence along the easterly line of said Lot eleven (11), South twenty-three degrees (23°) forty-two minutes ($42'$) East one hundred twenty-nine (129) feet to a point on the southerly line of said Block H, being the Southeast corner of said Lot eleven (11); thence South sixty-six degrees (66°) eighteen minutes ($18'$) West two hundred thirty-eight and seven tenths (238.7) feet along the southerly line and an extension thereof of Block H of said Riverside Addition to the center of what constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed North fifty-eight degrees (58°) nine minutes ($09'$) West four (4) feet and North fifty-two degrees (52°) twenty-five minutes ($25'$) West one hundred forty-three and four tenths (143.4) feet to a point where the said center line intersects the extension of the northerly line of said Block H; thence along said line as extended North sixty-six degrees (66°) eighteen minutes ($18'$) East three hundred nine and nine tenths (309.9) feet to the point of beginning. Said tract of land containing eighty-two hundredths (0.82) of an acre, more or less. All as shown on plat attached hereto and made a part hereof.

Correct as to Engineering Data U.S.A.

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 Notary Public

in and for said county, in the State aforesaid, do hereby certify that Fred D. Cooke and Ruth B. Cooke, 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 Ruth B. Cooke 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 25th day of April, 1940

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

My commission expires 6/2/41

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 4:30 o'clock P.M., May 14, 193 1940 and is duly recorded in Vol. 666 of Deed Records, Page No. 316

P. D. Lowry County Recorder. By Mrs J W Morrow Fees, \$ 1.50

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____
COUNTY OF _____

ss: (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 _____ that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____, 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.

Bureau of Reclamation.

Subscribed and sworn to before me at _____ this _____ day of _____, A. D. 193

[OFFICIAL SEAL]

My commission expires _____

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,

Witnesses:

By E. H. Flock
Superintendent, Bureau of Reclamation.

P. O. Address _____

Fred B. Cooke

Vendor.

P. O. Address _____

Math B. Cooke

Vendor.

P. O. Address _____

P. O. Address _____

P. O. Address Febena, Texas

Approved:

(Date) _____, 193

List of vouchers related to the acquisition
of land covered by Contract Il6r-1424 dated
April 25, 1940 with Fred D. Cooke and wife-
Riverside Canal Extension - Rio Grande Project

<u>Paying Office</u>	<u>Vo. Number</u>	<u>Date</u>	<u>Service</u>	<u>Amount</u>
Albuquerque, N. M.	19-31395	Oct. 25, 1940	Land Purchase	90.00
"	19-31396	Oct. 25, 1940	Policy of Title Insurance	15.00

DIRECTIONS

1. **IN GENERAL.**—This form takes the place of letters of transmittal, and furnishes a record, on a single sheet, for each interested office of the Bureau of Reclamation, of the steps taken in connection with the execution of each formal contract originating in the field. Approval clauses in contracts are eliminated, and contracts bear but one signature on the part of the United States. A contract is signed on behalf of the United States only by the officer who makes it effective. All blanks in the form are to be filled in. Symbol and number are to be inserted by the office in which the contract is executed, except as to contracts made by district counsel and engineers in charge of secondary investigations, when the symbol and number are to be inserted by the Denver office. Where it is necessary for the Government to perform work as a part of the consideration, an estimate of the cost thereof shall be given under "Remarks." Any special matter too long to write on the form shall be set out in a separate statement, certificate, or letter. If a contract is to be recorded, statement to that effect, with request for return of the contract is made under "Remarks."

2. **NUMBER OF COPIES OF FORM.**—Copies of this form are prepared by the office in which the contract originates as follows:

(a) For contracts prepared and executed in the project office or office of engineer in charge of secondary investigations, there shall be prepared original and three copies (four in all): (a) Original for commissioner, (b) copy for superintendent, or engineer in charge of secondary investigations, as the case may be, (c) copy for district counsel, and (d) copy for Denver office.

(b) For contracts prepared in the project office or office of engineer in charge of secondary investigations, and executed in Denver, there shall be prepared original and five copies (six in all): (a) Original for commissioner, (b) copy for superintendent, or engineer in charge of secondary investigations, as the case may be, (c) copy for district counsel, (d) copy for Denver office, and (e) two additional copies for return by Denver office, to superintendent, or engineer in charge of secondary investigations, as the case may be, and district counsel, notifying of execution of contract.

(c) For contracts prepared in the project office or office of engineer in charge of secondary investigations, and executed in Washington, there shall be prepared original and six copies (seven in all): (a) Original for commissioner, (b) copy for superintendent, or engineer in charge of secondary investigations, as the case may be, (c) copy for district counsel, (d) copy for Denver office, and (e) three additional copies for return by Washington office to superintendent, or engineer in charge of secondary investigations, as the case may be, district counsel, and Denver office, notifying of execution of contract.

(d) For contracts prepared and executed in Denver there shall be prepared original and one copy (two in all): (a) Original for commissioner, and (b) copy for Denver office.

(e) For contracts prepared in Denver and executed in Washington, there shall be prepared original and two copies (three in all): (a) Original for commissioner, (b) copy for Denver office, and (c) one additional copy for return by Washington office to Denver office, notifying of execution of contract.

(f) For contracts prepared and executed by district counsel, there shall be prepared original and two copies (three in all): (a) Original for commissioner, (b) copy for district counsel, and (c) copy for Denver office.

3. **NUMBER OF COPIES OF CONTRACT, AND BOND, IF ANY.**—Copies of the contract, and bond, if any, are prepared by the office in which the contract originates, as follows:

(a) For contracts originating in the field (including Denver office but excluding district counsel) six (6) impressions shall be made, to wit: (a) Original for General Accounting Office, (b) copy for Returns Office, (c) copy for commissioner, (d) copy for Denver office, (e) copy for superintendent, or engineer in charge of secondary investigations, as the case may be, and (f) copy for district counsel. Additional copies may be made if desired, including copy for contractor.

(b) If bond is required in connection with a contract under subparagraph (a), five (5) impressions shall be made, to wit: (a) Original for General Accounting Office, (b) copy for commissioner, (c) copy for Denver office, (d) copy for district counsel, and (e) copy for superintendent, or engineer in charge of secondary investigations, as the case may be. Additional copies may be made, if desired, including copy for the contractor.

(c) For contracts originating in the office of district counsel, five (5) impressions shall be made, to wit: (a) Original for General Accounting Office, (b) copy for Returns Office, (c) copy for commissioner, (d) copy for Denver office, and (e) copy for district counsel. Additional copies may be made, if desired, including copy for contractor.

(d) If bond is required in connection with a contract under subparagraph (c), four (4) impressions shall be made, to wit: (a) Original for General Accounting Office, (b) copy for commissioner, (c) copy for Denver office, and (d) copy for district counsel. Additional copies may be made if desired, including copy for contractor.

4. **DISPOSITION OF CONTRACT AND FORM.**—The office in which the contract originates retains a copy of the contract, and bond, if any, and a copy of this form, and forwards the remaining papers for consideration, in the order indicated on the face of the form, and in accordance with the requirements of the Manual. Each office, after taking action on the contract and filling in the form, retains a copy of the contract, and bond, if any, and a copy of this form, and forwards the remaining papers. The office executing the contract (other than the project office, the office of engineer in charge of secondary investigations, or the Denver office, when the contract is prepared and executed there) notifies the offices indicated on the form by return of copies of the form.

5. **EXCEPTIONS.**—Where money is neither to be expended nor collected, the original contract, with bond, if any, goes to the commissioner, and not to the General Accounting Office, and a copy of same for the commissioner is not required. Where a contract does not relate specifically to a project, or where for any reason a file of contracts is not kept in the district counsel's office, the copies of papers described in paragraphs 2 and 3 are correspondingly lessened in number.

BUREAU OF RECLAMATION

DEPARTMENT OF THE INTERIOR
UNITED STATES

WASHINGTON, D. C.

TRANSFER CASE
UNITED STATES
DEPARTMENT OF THE INTERIOR

430.
RIO GRANDE

BUREAU OF RECLAMATION
Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated April 25, 1940
symbol and number 116R-1424; made by Fred D. Cooke and Ruth B. Cooke
amount involved, \$ 90.00; authority No. or clearing account
purpose Riverside Canal Extension
Reference:

Notice of execution of contract to be given Chief Engineer at Denver, Superintend-
ent at El Paso, Texas, District Counsel at El Paso, Texas
and

Place El Paso, Texas Date April 29, 1940

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.

F. D. Cooke, Project Superintendent.

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

Place El Paso, Texas Date May 13, 1940

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. J. Dennis, District Counsel.

Inclosures:
Original and 2 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

DIRECTIONS, Commissioner.

**STATEMENT AND CERTIFICATE
OF AWARD**

No. 2167-1484
(Contract)
Date 4-25, 1940

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

El Paso, Texas

(Department or establishment)

(Bureau or office)

(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. A. Flock

(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).

7. The names of the owners are those given in the contract.

8. The land is leased to as lessee whose lease expires _____ Arrangements as follows have been made with him for release of his interest:

9. From a personal examination of the land I find that the contractor named in the contract is in actual, sole and exclusive possession of the land, claiming to own the same; and that no person claiming a right in such land adverse to the contractor is in possession of any part of it.

Dated April 29, 1940

(Signature) Geo. W. Headley

Right of Way Agent
(Title) _____

Approved:

L R Fick

Project Superintendent.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated April 25, 1940; made by Fred D. Cooke and Ruth B. Cook, his wife involving purchase of 0.82 acres of land, for \$ 90.00; 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 \$ _____ per acre.

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

No public land 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:

lots 11 to 15 inc. Block "H" Riverside Addition to Town of Fabens, Texas

5. _____ acres of the land are being irrigated and **no** 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 crops or improvements

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in the attached land purchase contract dated April 25, 1940 between the United States of America and Fred D. Cooke and Ruth B. Cooke, his wife, is required for the purposes authorized by the act of June 17, 1902 (32 Stat., 389) 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, \$90.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 29th day of April, 1940.

L R Flock
Project Superintendent
Bureau of Reclamation

J

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Flat #12

Land Classification and Valuation Report

Feature Riverside Canal Extension 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

Fred D. Cooke

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 # Blk. 1 - San Elizario Grant Tract # 14
Containing 0.82 Acres more or less, under
(~~XXXXXX~~) 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

	Lots 11 to 16 inc.	XXXXXXXXXX	per acre	\$	
	Blk "H"	XXXXXXXXXX	per acre	\$	
	Riverside Addition	XXXXXXXXXX	per acre	\$	
	to Fabens, Texas	XXXXXXXXXX	per acre	\$	20.00
	Acres at \$		per acre	\$	
	Acres at \$		per acre	\$	
	Acres at \$		per acre	\$	90.00

Land not under the Project:

Improvements: _____

Grand Total \$ 90.00

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.

George Huffman W. K. Ramsey Geo. W. Headley
 appraisers

Approved: _____

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated April 28, 1940, between the United States of America and Fred D. Cooke and Ruth B. Cooke, 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 29th day of April, 1940.

Geo. W. Roadley
Right of Way Agent

*

El Paso, Texas. October 28, 1940.

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers,
Land Purchased from Fred D. Cooke and wife -
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 19-31395 dated October 25, 1940, covering payment for the acquisition of land from Fred D. Cooke and wife for right of way in connection with the Riverside Canal Extension are enclosed herewith:

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
List citing all related vouchers

- - -

L. R. Flock

In duplicate
Encls-

Policy of Title Insurance
Opinion of Title in duplicate
Recorded Deed in duplicate
List citing all related vouchers in duplicate

cc- Chief Engineer with copy of enclosures
except Policy of Title Insurance.

OCT 31 '40 36537

TRANSFER CASE

Abstract Examined by G. A. O.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Date ~~JUN 13 1941~~

430.- (M)

El Paso, Texas. October 28, 1940.

RIO GRANDE

M & F

From Superintendent
To The Commissioner, Washington, D. C.
Subject - Acquisition of Land - Transmittal of Papers,
Land Purchased from Fred D. Cooke and wife -
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 19-31395 dated October 25, 1940, covering payment for the acquisition of land from Fred D. Cooke and wife for right of way in connection with the Riverside Canal Extension are enclosed herewith:

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
List citing all related vouchers



In duplicate
Encls-

Policy of Title Insurance
Opinion of Title in duplicate
Recorded Deed in duplicate
List citing all related vouchers in duplicate

cc- Chief Engineer with copy of enclosures
except Policy of Title Insurance.

OCT 31 '40 36587

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

210 United States Court House
El Paso, Texas

October 1, 1940

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated April 25, 1940, between the United States and Fred D. Cooke and wife; Area, .82 of an acre; Consideration, \$90.00; for Riverside Canal Extension - Rio Grande project.

1. A good and sufficient title to the real property described in the above mentioned land purchase contract between the United States and Fred D. Cooke and wife, Ruth B. Cooke, is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated July 16, 1940, from Fred D. Cooke and Ruth B. Cooke to the United States, and by policy of title insurance No. 26198 of the Commercial Standard Insurance Co. of Fort Worth, Texas, countersigned September 19, 1940, by the Pioneer Abstract & Guarantee Title Company, as agent, and bearing the latter company's file No. C/14346.

2. All state and county taxes appear to have been paid to and including those for the year 1939. Taxes become a lien as of January first of the tax year, but the taxing officials had not completed the tax rolls for the year 1940 on the date of the deed and taxes for the year 1940 may therefore be disregarded. By the enclosed certificate dated October 1, 1940, it is shown that no charges of the El Paso County Water Improvement District No. 1 are due and unpaid, the property never having been assessed by the District.

3. The consideration named in the contract, namely \$90.00, may now be paid to the United States' grantors, less any deductions under the provisions of paragraphs 4 and 7 of the contract which the accounting records of your office may show to be in order.

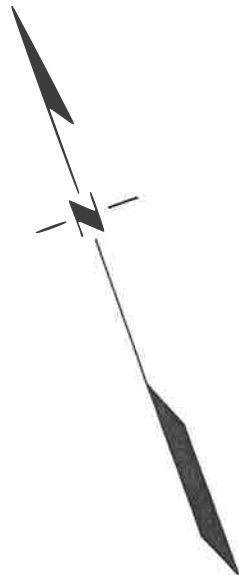
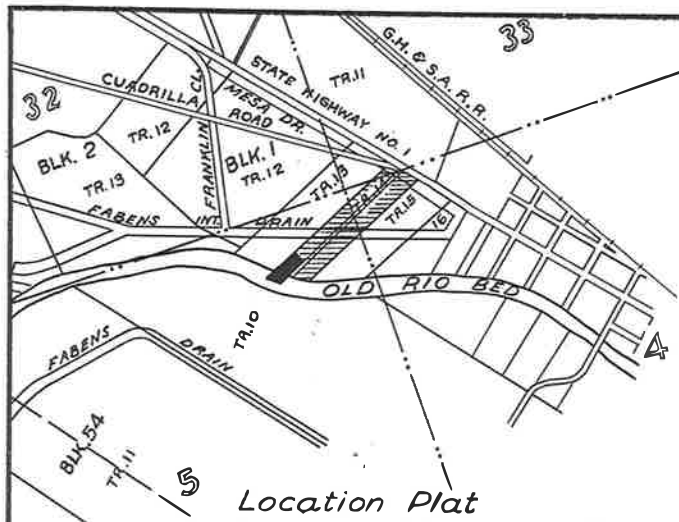
4. The original and three copies of the recorded deed, the title insurance policy, and the above mentioned District certificate are transmitted herewith.

In quadruplicate.



List of vouchers related to the acquisition
of land covered by Contract J16r-1424 dated
April 25, 1940 with Fred D. Cooke and wife-
Riverside Canal Extension - Rio Grande Project

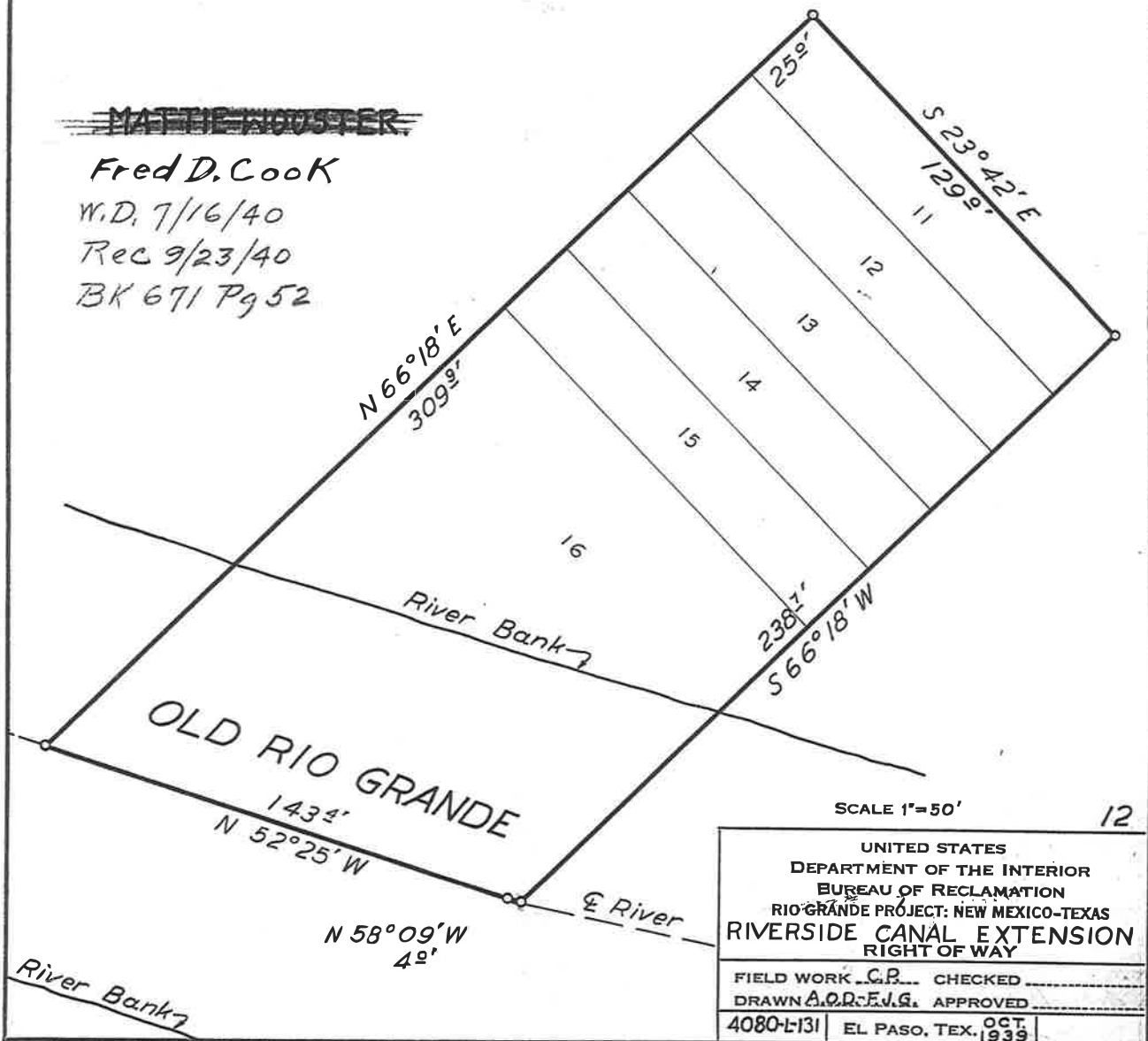
<u>Paying Office</u>	<u>Vo. Number</u>	<u>Date</u>	<u>Service</u>	<u>Amount</u>
Albuquerque, N. M.	19-31395	Oct. 25, 1940	Land Purchase	90.00
"	19-31396	Oct. 25, 1940	Policy of Title Insurance	15.00



Location Plat
 Section 5, T34S-R8E (USRS)
 Lots 11, 12, 13, 14, 15 and 16 on Block "H" of
 Riverside Addition, Tract 14, Block 1
 of the Resurvey, San Elizario Grant.
 Total R. of W. 0.82 Ac.

~~MATTIE HOUSTER~~

Fred D. Cook
 W.D. 7/16/40
 Rec 9/23/40
 BK 671 Pg 52



SCALE 1"=50'

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT: NEW MEXICO-TEXAS RIVERSIDE CANAL EXTENSION RIGHT OF WAY	
FIELD WORK <u>C.B.</u>	CHECKED _____
DRAWN <u>A.D.C.F.J.G.</u>	APPROVED _____
4080-1131	EL PASO, TEX. <u>OCT.</u> <u>1939</u>