

780. FIBENS COOPERATIVE QIN COMPANY RIVERSIDE CANAL EXT. (274)

0023 - 0087 - 0057 - 00

780.

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated May 7, 1940, between the United States of America and the Fabens CoOperative Gin Company, W. R. Schott, President, 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, \$43.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 23rd day of May, 1940.

L. R. Flock  
Project Superintendent  
Bureau of Reclamation

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Land Classification and Valuation Report

Plat #29

Feature Riverside Canal Extension Date Dec. 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

**Padens Gin Company**

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 # 54 \* Tract # 6  
Containing 2.12 acres more or less, under  
(~~not under~~) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges

{	<del>-----</del>	Acres	at	\$	per acre	\$	-----
	<del>-----</del>	Acres	at	\$	per acre	\$	-----
	<del>-----</del>	Acres	at	\$	per acre	\$	-----
	<del>-----</del>	Acres	at	\$	per acre	\$	-----
	<del>-----</del>	Acres	at	\$	per acre	\$	-----

Class 2. Suspended

{	-----	Acres	at	\$	per acre	\$	-----
	<del>0.96</del>	Acres	at	\$	per acre	\$	-----
	<del>Pt. of Industrial</del>	Acres	at	\$ <b>50.00</b>	per acre	\$ <b>48.00</b>	-----
	<del>Tract</del>	Acres	at	\$	per acre	\$	-----
	<del>Lateral 0.42</del>	Acres	at	\$ <b>60.00</b>	per acre	\$ <b>60.00</b>	-----
	<del>Rio Bed 0.74</del>	Acres	at	\$ <b>60.00</b>	per acre	\$ <b>60.00</b>	<b>48.00</b>
	<del>-----</del>	Acres	at	\$	per acre	\$	-----

Land not under the Project:

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Improvements: -----

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Grand Total \$ 48.00

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 Haffman      H K Ramsey      Geo. W. Roadley  
Appraisers

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

Form 7-276  
Approved by the Department of the Interior  
June 12, 1923  
(January 1937)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **Seventh** day of **May**, **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 officer executing this contract~~  
~~Superintendent, Bureau of Reclamation,~~  
~~thereunto, duly authorized, and subject to the approval of the proper supervisory officer thereof,~~  
and **Palomo Co-operative Oil Company**

~~and~~ **Palomo**, hereinafter styled Vendor,  
of **Palomo, Texas**, 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

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

4. ~~Upon receipt of the deed and the same shall be approved on behalf of the Bureau of Reclamation by the Vendor shall submit to the United States promptly a complete abstract of title covering the said property, which shall be extended by the Vendor to include each and every claim subsequently recorded or claimed hereafter, including the conveyance made pursuant to the contract provided that if the Vendor fails or refuses to furnish such abstract of title within sixty days after the date the deed is approved, such abstract may be prepared at the expense of the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of the property. It is further provided that the Vendor shall be liable for the cost of recording the deed and the property taxes thereon shall be paid by 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

**Forty-three and no/100 - - - - -**

dollars

(\$ **43.00** ), 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 **twelve** 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.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

ss:

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

THE STATE OF TEXAS }  
COUNTY OF EL PASO }

Before me, the undersigned authority, on this day personally appeared W. R. Schott President of Fabens Co-operative Gin Company a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, as President thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 6th day of May, A.D. 1940.

(SEAL)

W. D. Hayes

Notary Public in and for El Paso County, Texas

My commission expires  
May 31, 1941

My commission expires \_\_\_\_\_

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas

COUNTY OF El Paso

ss:

I hereby certify that this instrument was filed for record at my office at 10:30 o'clock A. M., May 25th, 1940 and is duly recorded in Vol. 667 of May 29th, 1940 at 8:46 A.M. Page No. 185

*Seal*  
*Sgd. P. D. Lowry*  
County Recorder.

By *Sgd. Mrs. J. W. Maxson*  
Deputy

Fees, \$ \_\_\_\_\_

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF \_\_\_\_\_

ss:

(Execute only on Returns Office copy)

COUNTY OF \_\_\_\_\_

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.

Witnesses:

THE UNITED STATES OF AMERICA,  
By L. R. Flock  
Superintendent, Bureau of Reclamation.

P. O. Address \_\_\_\_\_  
(SEAL)

**FABENS CO-OPERATIVE GIN COMPANY**  
**W. R. Schott, President**  
Vendor.

P. O. Address \_\_\_\_\_  
**ATTEST**

**FABENS CO-OPERATIVE GIN COMPANY**  
**R. H. Anderson, Secy-Treas.**  
Vendor.

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

P. O. Address **Fabens, Texas**  
Vendor.

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

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

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

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

**Rio Grande**

IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated **May 7, 1940**; made by **Fabens Co-operative**  
**Gin Company** involving purchase of **2.30** acres of land, for \$ **43.00**;  
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 \$ **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:

**0.70 Acres Rogers-I-243 Lateral**  
**0.74 Rio bed**  
**0.86A Industrial site**

5. **no** 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**



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

8. The land is leased to ~~no lease~~ ..... 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 May 23, ..... 19 40

(Signature) Geo. W. Hoedley

(Title) Right of Way Agent

Approved:

L R Flock Project Superintendent.

7-5231  
August 1927  
Approved by the Department  
January 4, 1927

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

430.

Rio Grande Irrigation Project

RIO GRANDE

EXHIBIT  
RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated May 7, 1940  
symbol and number 116r-1432, made by Fabens Co-operative Gin Company  
amount involved, \$ 43.00, authority No. \_\_\_\_\_ or clearing account  
purpose Riverside Canal Extension  
Reference: \_\_\_\_\_

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent  
at El Paso, Texas, District Counsel at El Paso, Texas  
and \_\_\_\_\_

Place El Paso, Texas Date May 23, 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.

*W. H. Cook*  
Project Superintendent.  
Inclosures: Original and 3 copies of this form.  
Original and 4 copies of contract.

Place El Paso, Texas Date May 25, 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

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.

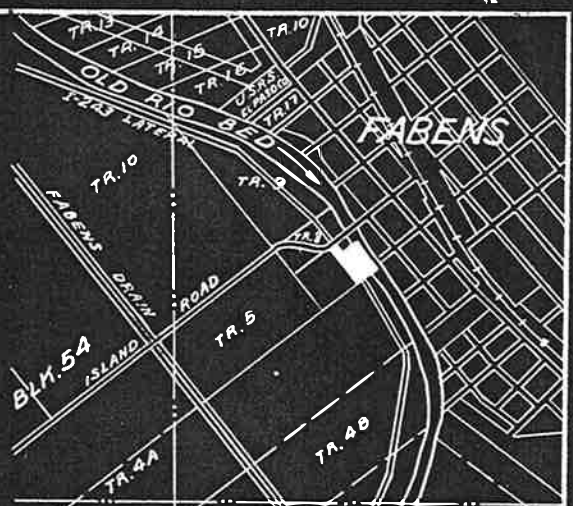
5. **EXCEPTIONS.**—Where money is neither to be expended nor collected, the original contract, with bond, if any, goes to the commissioner, and not to the General Accounting Office, and a copy of same for the commissioner is not required. Where a contract does not relate specifically to a project, or 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.

Riverside Canal Extension  
Plat #29

A tract of land lying and situate in El Paso County, Texas, and in the West half ( $W\frac{1}{2}$ ) of Section four (4) Township thirty-four (34) South, Range eight (8) East, Bureau of Reclamation Survey; being also within survey seventy-nine (79) of the Island San Elizario Grant and Tract seven (7) Block fifty-four (54) and Tract six (6) Block fifty-four (54) and accretion thereto, 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:

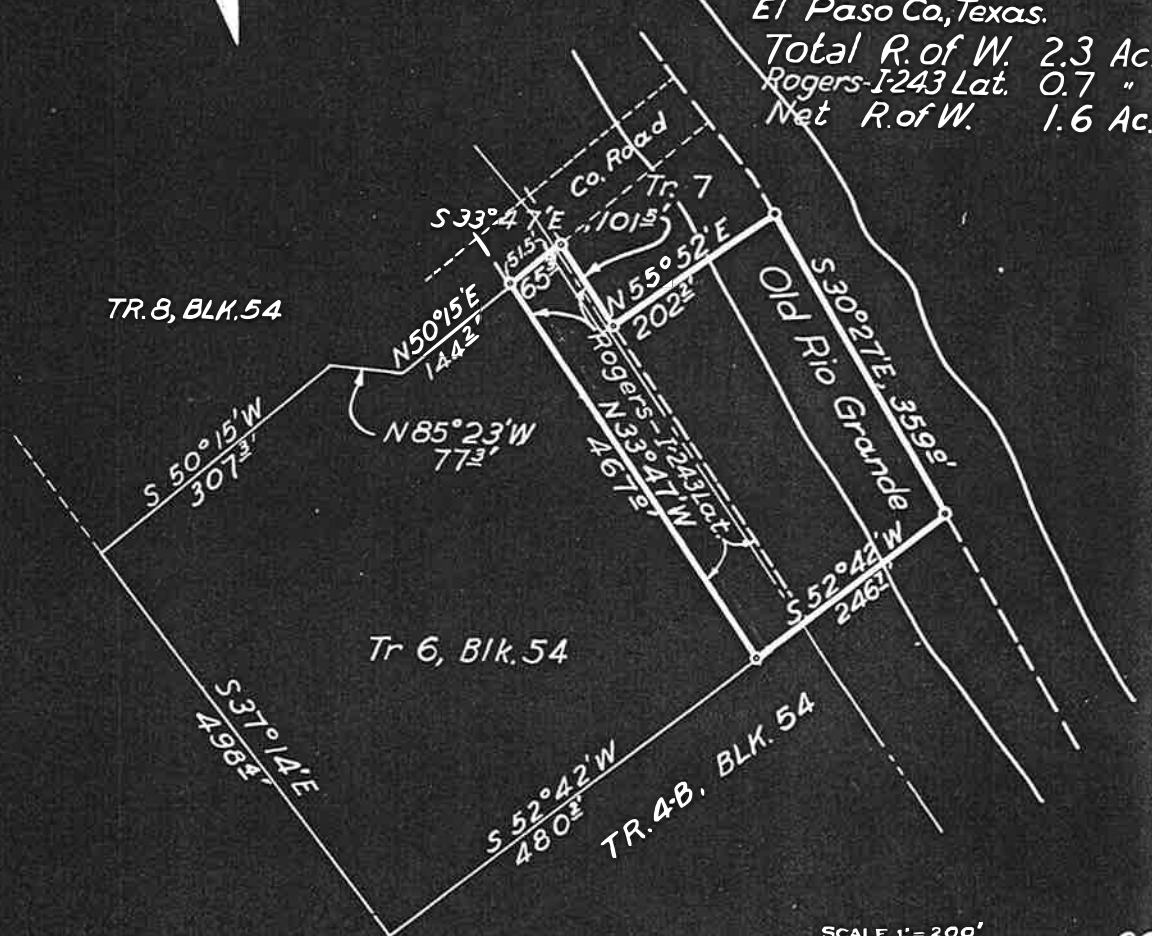
Beginning at the point of intersection of the southwesterly right of way line of the Rogers -I-243 Lateral, which is the property of the United States, with the dividing line between tracts six (6) and eight (8) Block fifty-four (54) of the said official resurvey of the San Elizario Grant and from which point the most westerly corner of said tract six (6) bears South fifty degrees ( $50^{\circ}$ ) fifteen minutes ( $15'$ ) West one hundred forty-four and two tenths (144.2) feet, North eighty-five degrees ( $85^{\circ}$ ) twenty-three minutes ( $23'$ ) West seventy-seven and three tenths (77.3) feet and South fifty degrees ( $50^{\circ}$ ) fifteen minutes ( $15'$ ) West three hundred seven and three tenths (307.3) feet; thence along the dividing line between said tracts six (6) and eight (8) North fifty degrees ( $50^{\circ}$ ) fifteen minutes ( $15'$ ) East fifty-one and five tenths (51.5) feet to the most westerly corner of tract seven (7) Block fifty-four (54) of the said official resurvey of the San Elizario Grant; thence along the dividing line between tracts seven (7) and eight (8) of the said official resurvey of the San Elizario Grant, North fifty degrees ( $50^{\circ}$ ) fifteen minutes ( $15'$ ) East thirteen and eight tenths (13.8) feet to the north-easterly right of way line of said Rogers (I-243 Lateral); thence along said right of way line South thirty-three degrees ( $33^{\circ}$ ) forty-seven minutes ( $47'$ ) East one hundred one and five tenths (101.5) feet to the dividing line between tracts six (6) and seven (7) Block fifty-four (54) of the said official resurvey of the San Elizario Grant; thence along said dividing line, and an extension thereof North fifty-five degrees ( $55^{\circ}$ ) fifty-two minutes ( $52'$ ) East two hundred two and two tenths (202.2) feet to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of the said former river bed South thirty degrees ( $30^{\circ}$ ) twenty-seven minutes ( $27'$ ) East three hundred fifty-nine (359) feet to a point where the said center line intersects the extension of the dividing line between tracts four B (4B) and six (6), Block fifty-four (54) of the said official resurvey of the San Elizario Grant; thence along said line as extended South fifty-two degrees ( $52^{\circ}$ ) forty-two minutes ( $42'$ ) West two hundred forty-six and seven tenths (246.7) feet to a point on the southwesterly right of way line of said Rogers-I-243 Lateral and from which point the most southerly corner of said tract six (6) bears South fifty-two degrees ( $52^{\circ}$ ) forty-two minutes ( $42'$ ) West four hundred eighty and two tenths (480.2) feet; thence along the southwesterly right of way line of said Rogers-I-243 Lateral North thirty-three degrees ( $33^{\circ}$ ) forty-seven minutes ( $47'$ ) West four hundred sixty-seven (467) feet to the point of beginning. Said tract of land containing two and three tenths (2.3) acres, more or less, of which seven tenths (0.7) of an acre is occupied by the Rogers-I-243 Lateral, which is the property of the United States. All as shown on plat attached hereto and made a part hereof.

Correct as to Engineering Data J. D. A.



Location Plat  
 Section 4, T34S-R8E, U.S.R.S.  
 Tr. 6 & 7, Block 54  
 Resurvey, San Elizario Grant  
 El Paso Co., Texas.

Total R. of W. 2.3 Ac.  
 Rogers-I-243 Lat. 0.7 "  
 Net R. of W. 1.6 Ac.



SCALE 1" = 200'

REVISED JAN. 1940 BY A.O.D.	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION
	RIO GRANDE PROJECT: NEW MEXICO-Texas <b>RIVERSIDE CANAL EXTENSION</b> RIGHT OF WAY
	FIELD WORK <u>C.P.</u> CHECKED _____ DRAWN <u>A.O.D.-F.J.G.</u> APPROVED _____
	_____

Standard Form No. 1036—Revised  
Form approved by  
Comptroller General, U. S.  
November 12, 1937  
Gen. Reg. No. 51, Sup. No. 6

## STATEMENT AND CERTIFICATE OF AWARD

No. 1167-1432  
(Contract)  
Date May 7, 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. 6 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.

I. B. 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).

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated May 7, 1940, between the United States of America and the Fabens Co-operative Gin Company, W. R. Schott, <sup>at</sup> President, and that the proposed grantor is in actual, sole, and exclusive possession of the land proposed to be conveyed claiming to be the owner thereof, and no person claiming a right in such land adverse to the proposed grantor is in possession of any of it.

Dated at El Paso, Texas, this 23rd day of May, 1940.

Geo. W. Hoadley  
Right of Way Agent