

188

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

WARRANTY DEED

(183) RIVERSIDE CANAL EXTENSION NO. 7

0023-0087-0013-00

21-(13) Texas

780

UNITED STATES
DEPARTMENT OF THE INTERIOR

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 Dec. 1, 1940
symbol and number 116r-1489; made by Steve M. Marasovich, et ux, Eva
amount involved, \$ 430.00; authority No. _____ or clearing account
purpose Riverside Canal Extension
Reference: Approved January 10, 1941 by Assistant Secretary, Oscar L. Chapman

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 Dec. 12, 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.

L. R. Fieck, 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. J. S. Devries, 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, was
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 _____

DIKECTIONS

_____, Commissioner.

STATEMENT AND CERTIFICATE
OF AWARD

No. 1167-1489
(Contract)
Date Dec. 12 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 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).

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated December 1, 1940; made by Steve M. Marasovich,
et ux, Eva involving purchase of 11.05 acres of land, for \$ 450.00;
purpose _____

Riverside Canal Extension

1. The land described in the above-named contract is necessary for the purpose stated, and the con- sideration 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:

Pasture	.70	Borrow Pits	2.87
River cutoff	.19	Cleared	.71
Pasture	6.58		

5. No acres of the land are being irrigated and 11.05 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., 368) 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, \$430.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 12th day of December, 1940.

L. R. Flock
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 12th day of December, 1940.

Geo. W. Hoadley
Right of Way Agent

Jr

PIONEER ABSTRACT & GUARANTEE TITLE CO.

A PERSONAL SERVICE

Established 1919

Phone Main 838

SUITE 200 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

July 10, 1941

Mr. Geo. W. Hoadley
210 United States Court House
El Paso, Texas,

In re: #15122

Dear Mr. Hoadley:

From an examination of the public records of El Paso County, Texas, it appears that the record title to:

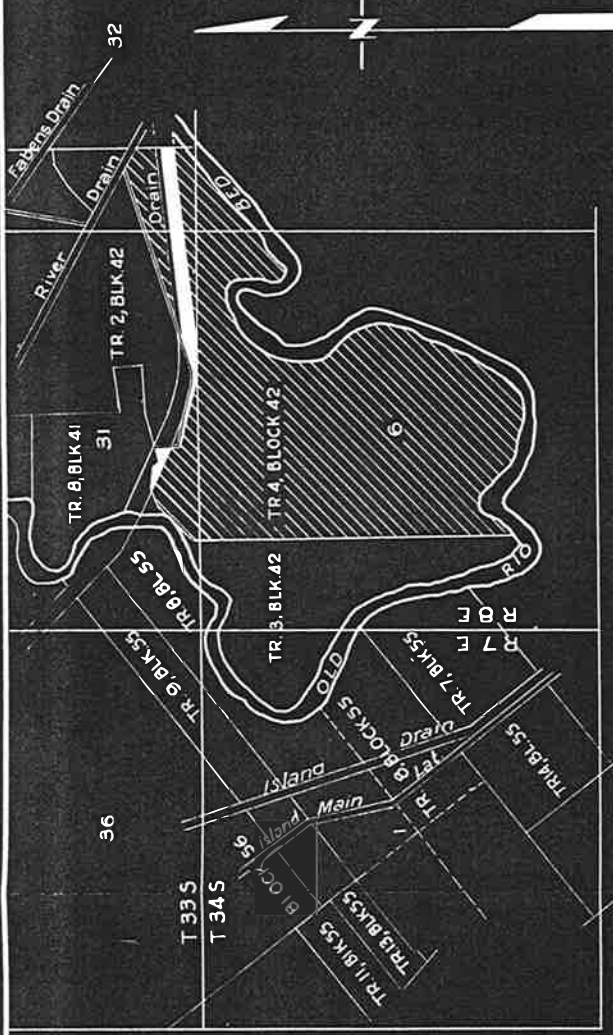
4.03 acres of land in Tract 4, Block 42, San Elizario Grant and 11.05 acres in Tract 4, Block 42, San Elizario Grant, all in El Paso County, Texas,

is now vested in STEVE MARASOVICH, whose wife's name is EVA MARASOVICH, subject to the following to-wit:

1. State and County taxes for the year 1941 and thereafter.
2. Water charges for the year 1941 and thereafter.
3. All construction charges due the U. S. A.
4. All matters emanating from contracts with El Paso Valley Water Users' Association.
5. Rights of any parties in possession.
6. On August 10, 1934, Steve Marasovich executed a deed of trust to Frank Wells Brown, Trustee of record in Book 254, at Page 35, to secure Maude K. Farrar in the payment of three notes for \$500 each and one note for \$750, due one, two, three and four years after date. There appears a release of this lien signed by M. N. Lettunich on December 21, 1934, in Book 601 at Page 40. We do not find where these notes were ever transferred to Lettunich and it will be necessary to have either a release from Mrs. Farrar joined by her husband, or a confirmation transfer.
7. On December 1, 1940, by instrument recorded in Book 680, at Page 556, Deed Records of El Paso County, Texas, Steve and Eva Marasovich contracted to sell the United States of America 11.05 acres of land out of Tract 4, Block 42, San Elizario Grant. By instrument dated December 1, 1940, recorded in Book 680, Page 532, Steve and Eva Marasovich contracted to sell the United States of America 4.03 acres of land out of Tract 4, Block 42, San Elizario Grant.

Very truly yours

H. L. McCune, Jr.
H. L. McCune, Jr. Asst. Secy.



LOCATION PLAT
SCALE 1"=2000'

SEC. 31 & 32, T. 33 S. - R. 8 E., U. S. R. S. TRACT N° 4, BLOCK N° 42, RESURVEY OF THE SAN ELIZARIO GRANT.

EL PASO, COUNTY, TEXAS.

Steve Marasovich

TR. 4, BLK. 42
RESURVEY SAN ELIZARIO GRANT

NE Corner of Tract N° 4, Block N° 42 San Elizario Grant (Resurvey)

TR. 4, BLK. 42
RESURVEY SAN ELIZARIO GRANT

QUADRILLA INTERCEPTING DRAIN

Parcel N° 2

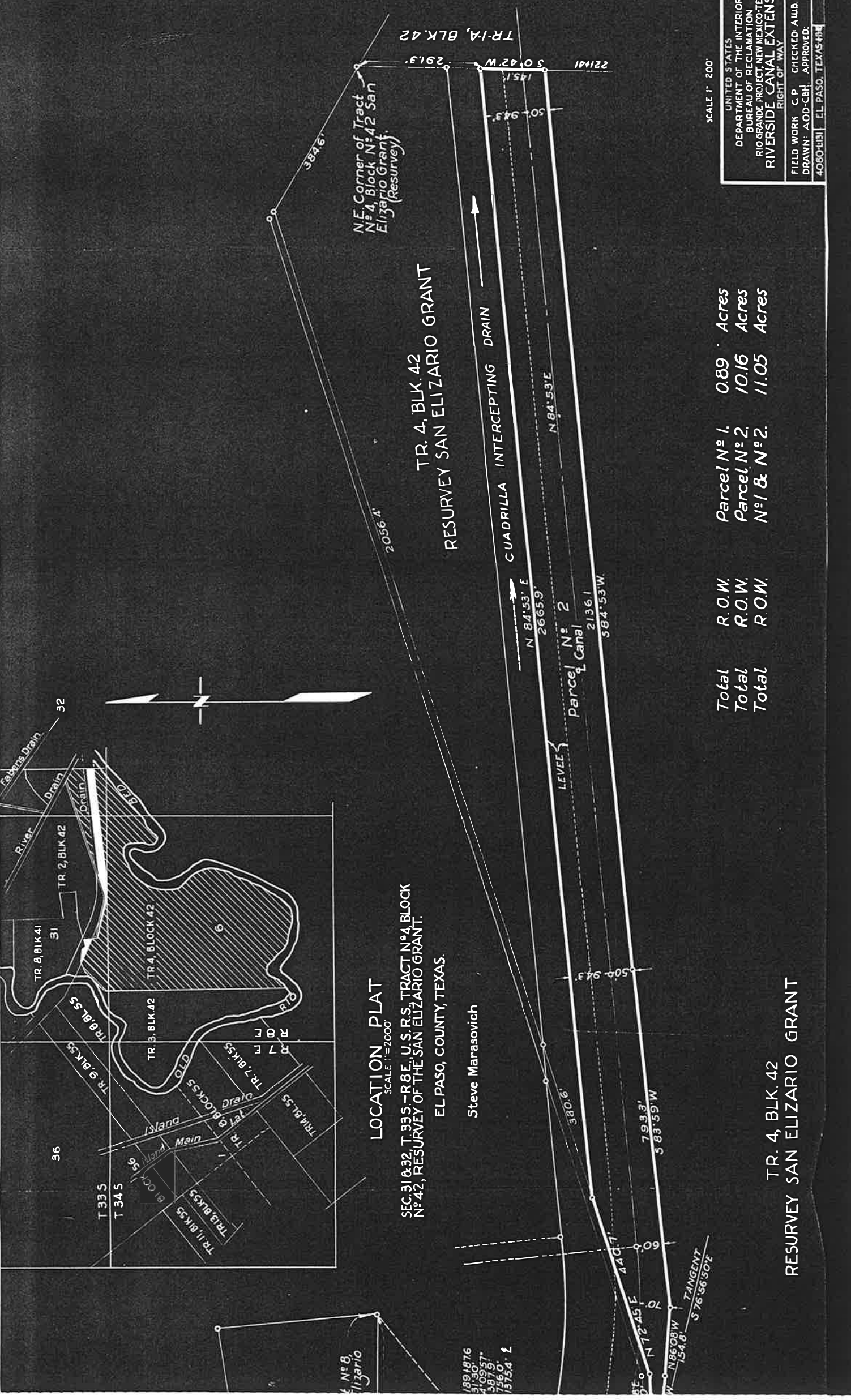
Total	R.O.W.	Parcel N° 1.	0.89	Acres
Total	R.O.W.	Parcel N° 2.	10.16	Acres
Total	R.O.W.	N° 1 & N° 2.	11.05	Acres

SCALE 1" = 200'

7

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT NEW MEXICO-TEXAS
RIVERSIDE CANAL EXTENSION
RIGHT OF WAY

FIELD WORK C.P. CHECKED-A.M.D.
DRAWN: A.O.D.-C.B.H. APPROVED:
40804131 EL PASO, TEXAS 79901



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

(3) No restrictive covenants are contained either in the 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. 38991
0/15123

Warranty Deed

CC: C. E. Denver
Commissioner

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-1489 dated December 1st, 1940 with Steve M. Marasovich et ux; area 11.05 acres; consideration \$430.00 for Riverside Canal Extension - ~~El~~ Grande Project.

1. I have examined Policy of Title Insurance No. 38991 C/15123 issued by the Commercial Standard Insurance Company, Fort Worth, Texas, countersigned at El Paso, Texas, September 9, 1941 - Pioneer Abstract & Guarantee Title Company By N. H. Newman, President; Attest by H. L. McGune, 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 loss as follows:

- (1) Taxes for the year 1941 and thereafter.
- (2) Water charges for the year 1941 and thereafter.
- (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 User's 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.

El Paso, Texas. October 14, 1941

From Superintendent

To The Commissioner

Subject - Acquisition of Land - Transmittal of Papers -
Land Purchased from Steve M. 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 19-28571 dated October 10, 1941, covering payment for land acquired from Steve M. Marasovich to be used in connection with Riverside Canal Extension are enclosed herewith:

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
Copy State and County Tax Receipt
El Paso County Water Improvement District No. 1
Tax Statement

- - -

In duplicate
Encls-

L. R. Fieck

Policy of Title Insurance
Opinion of Title
Original Deed
Copy State and County Tax Receipt
Tax Statement

cc- Denver with copy of deed

10-14-1941
there was no copy of
opinion of title to send Denver.
our copy shows that
America sent a copy.

22891

Steve M. Karasovich

Eva Karasovich

TO

US OF A.

Warranty Deed

Filed for Record the 9th

day of September 19 41

at 5 o'clock and 10 minutes P. M. and recorded Sept. 12, 1941 at 9 o'clock A. M.

P. D. Lowry, Clerk, County Court, El Paso County, Texas.

By W. T. Duncan, Deputy.

9/3/41

697-554

(SEAL)

By Marie Grady, Clerk County Court, El Paso County, Texas, Deputy.

and year last above written.

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day

in the records of said County, in Volume 697 on Pages 554

and duly recorded the 12 day of Sept. A. D. 19 41, at 9 o'clock A. M.

office this 9 day of Sept. A. D. 19 41, at 5:10 o'clock P. M.

day of Sept. A. D. 19 41, with its certificate of authentication, was filed for record in my

of said County, do hereby certify that the above instrument of writing, dated on the 3

County of El Paso.

THE STATE OF TEXAS, P. D. Lowry, Clerk of the County Court

CLERK'S CERTIFICATE

My Commission Expires May 31 19 41

H. E. Christie, Notary Public, El Paso County, Texas

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

therein expressed, and that she did not wish to retract it.

to be her free act and deed, and declared that she had willingly signed the same for the purposes and consideration

acknowledged such instrument

by me privily and apart from her husband, and having the same by me fully explained to her, she, the said

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined

Eva Karasovich, wife of Steve M. Karasovich

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

a Notary Public Before me the undersigned authority

County of El Paso, THE STATE OF TEXAS,

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

My Commission Expires May 31 19 45

H. E. Christie, Notary Public, El Paso County, Texas

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

his free act and deed.

acknowledged to me that he executed the same for the purposes and consideration therein expressed and as

known to me to be the person whose name is subscribed to the foregoing instrument and

Steve M. Karasovich

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

a Notary Public Before me the undersigned authority

County of El Paso, THE STATE OF TEXAS,

SINGLE ACKNOWLEDGMENT FOR TEXAS, NEW MEXICO AND ARIZONA

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

Know all men by these presents:

Steve M. Marasovich and Eva Marasovich, husband and wife

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

Four Hundred Thirty and no/100 (\$430.00) - - - -

DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA, in pursuance of the provisions of the act of June 17, 1908 (32 Stat., 386), and acts amendatory thereof or supplemental thereto

the receipt of which is hereby acknowledged

ha ~~ve~~ Granted, Sold and Conveyed, and by these presents do grant, Sell and Convey unto the said

THE UNITED STATES OF AMERICA

~~SECTION~~

~~AND~~

~~THE~~

, 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:

Riverside Canal Extension
Plat No. 7

Two tracts of land lying and situate in El Paso County, Texas and in the South half (S½) of Section thirty-one (31) and Southwest quarter (SW¼) of Section thirty-two (32) Township thirty-three (33) South, Range eight (8) East Bureau of Reclamation Survey; being also within Surveys ninety-five (95), ninety-six (96), ninety-seven (97) and ninety-eight (98) of the Mainland, San Elizario Grant and in 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:

TRACT 1 - Beginning at a point on the dividing line between Tract four (4), Block forty-two (42) and Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant and from which point the Northwest corner of said Tract four (4), Block forty-two (42) bears South fifty-seven degrees (57°) forty-five minutes (45') forty seconds (40") west seven hundred forty-five and four tenths (745.4) feet; thence along the dividing line between said tracts four (4) and eight (8), South eighty-two degrees (82°) thirty-nine minutes (39') East two hundred twenty-nine and five tenths (229.5) feet, South forty-nine degrees (49°) East eighty (80) feet, South eleven degrees (11°) thirty-three minutes (33') East fifty-eight (58) feet and North seventy-three degrees (73°) forty-six minutes (46') East two hundred forty-nine (249) feet to a point from which the Southeast corner of said Tract eight (8) Block forty-one (41) bears North seventy-three degrees (73°) forty-six minutes (46') East four hundred forty-four and two tenths (444.2) feet and South eighty-nine degrees (89°) thirty-one minutes (31') East six hundred fifty-two and five tenths (652.5) feet; thence South no degrees (0°) fifty minutes (50') West one hundred ninety-six and eight tenths (196.8) feet; thence North sixty-three degrees (63°) thirty-seven minutes (37') West five hundred ninety-eight and one tenth (598.1) feet to the point of beginning. Said tract of land containing eighty-nine hundredths (0.89) of an acre, more or less. Shown as parcel No. 1 on plat attached hereto and made a part hereof.

TRACT 2 - Beginning at a point on the line between tracts four (4) and one (1A), Block forty-two (42) of the said official resurvey of the San Elizario Grant and from which point the Northeast corner of said Tract four (4) bears North no degrees (0°) forty-two minutes (42') East two hundred ninety-one and three tenths (291.3) feet; thence along the line between said tracts four (4) and one (1A), South no degrees (0°) forty-two minutes (42') West one hundred forty-five and one tenth (145.1) feet; thence South eighty-four degrees (84°) fifty-three minutes (53') West two thousand one hundred thirty-six and one tenth (2136.1); thence South eighty-three degrees (83°) fifty-nine minutes (59') West seven hundred ninety-three and three tenths (793.3) feet; thence North eighty-six degrees (86°) eight minutes (08') West one hundred fifty-four and eight tenths (154.8) feet; thence North eighty-three degrees (83°) forty-two minutes (42') west one hundred fifty-five and one tenth (155.1) feet to a point on a curve of one thousand four hundred fifty-five and four tenths (1455.4) feet radius and the tangent to the curve at said point has

Correct as to Engineering Data A.O.S.