

PARSONSVILLE SERIES A1

BODY OF ABANDONED ACQUISITIONS FILE

RIVERSIDE CANAL EXT.

TRANSFER

7-5236
August 1927
Approved by the Department
January 4, 1927

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

430.-

RIO GRANDE

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, Superintend-
ent 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.

[Signature], 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.

[Signature], 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 _____

_____, Commissioner.

DIRECTIONS

1. **IN GENERAL.**—This form takes the place of letters of transmittal, and furnishes a record, on a single sheet, for each interest 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. Symbols and numbers 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. When 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 at 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.

STATEMENT AND CERTIFICATE OF AWARD

No. 1167-1499
(Contract)
Date Dec. 28 1, 1940

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. 8 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).

Correct as to Engineering Data C.O.A.

a bearing North seventy-six degrees (76°) fifty-six minutes (56') fifty seconds (50") West; thence to the right along said curve a distance on the arc of three hundred thirty-eight and six tenths (338.6) feet; thence North sixty-three degrees (63°) thirty-seven minutes (37') west fifty-seven and nine tenths feet (57.9) to a point on a northerly line of said tract four (4), Block forty-two (42) and from which point the Southeast corner of tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizaro Grant bears North fifty-two degrees (52°) four minutes (04') twenty seconds (20") East eight hundred forty-seven and two tenths (847.2) feet; thence along the northerly line of said tract four (4), Block forty-two (42) South seventy-two degrees (72°) four minutes (04') East three hundred eighty-nine and six tenths (389.6) feet, North eighty-eight degrees (88°) forty-eight minutes (48') East one hundred fifty (150) feet and North seventy-two degrees (72°) forty-five minutes (45') East four hundred forty and seven tenths (440.7) feet; thence North eighty-four degrees (84°) fifty-three minutes (53') East two thousand six hundred sixty-five and nine tenths (2665.9) feet to the point of beginning. Said tract of land containing ten and sixteen hundredths (10.16) acres, more or less. Shown as Parcel No. 2 on plat attached hereto and made a part hereof.

Riverside Canal Extension
Plat No. 7

Two tracts of land lying and situate in El Paso County, Texas and in the South half ($S_{\frac{1}{2}}$) of Section thirty-one (31) and Southwest quarter ($SW_{\frac{1}{4}}$) 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 A (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 A (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 90.9

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF EL PASO } 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 in Article 3 hereof.

(a) I, Geo. F. Hoadley, a Notary Public

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

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

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

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

[SEAL]

Geo. F. Hoadley

My commission expires 6/1/41 Notary Public in and for El Paso Co. Texas

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 3:45 o'clock P.M., Jan 21, 1941 and is duly recorded in Vol. 680 of Deed Records Page No. 556

P.D. Lounsbury

County Recorder

By Mrs J. H. Morrow Deputy

Fees, \$

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

4. ~~It is understood that this contract has been approved and that the Bureau of Reclamation, the vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall include the Vendor's title and all other interests, including the amount of any taxes or assessments levied on the said property, and the Vendor shall be required to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and as much as may be deducted from the purchase price of said property, which shall be the Vendor's responsibility, and as a partial payment of the above stated property, which shall be realized under this contract without charge to the Vendor.~~

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

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

Four hundred thirty and 00/100 - - - -

dollars

(\$ **430.00**), 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 _____ months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

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

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

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

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

THE UNITED STATES OF AMERICA,

By L. R. Fiesch
Superintendent, Bureau of Reclamation.

Witnesses: to mark of
Eve Marasovich
Geo. H. Hoadley

P. O. Address El Paso, Texas

Josephine Eve Marasovich

P. O. Address Fabens, Texas

P. O. Address _____

P. O. Address _____

Approved: _____

(Date) _____, 193

Steve M. Marasovich
Vendor.

Eve X Marasovich
Vendor.

Mark
Vendor.
P. O. Address Fabens, Texas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

~~El Paso~~ IRRIGATION PROJECT

LAND PURCHASE CONTRACT

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

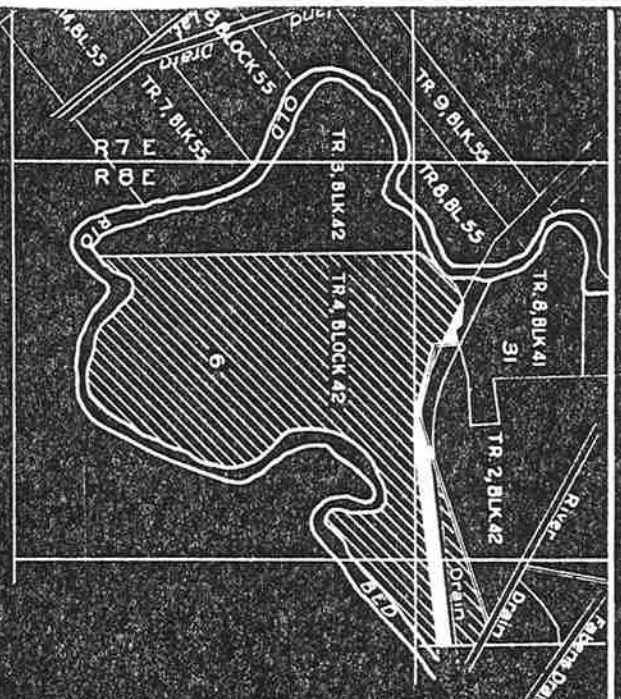
and **Eva Karasovich**, his wife, hereinafter styled Vendor,
of **Tadous**, County of **El Paso**, State of **Texas**

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

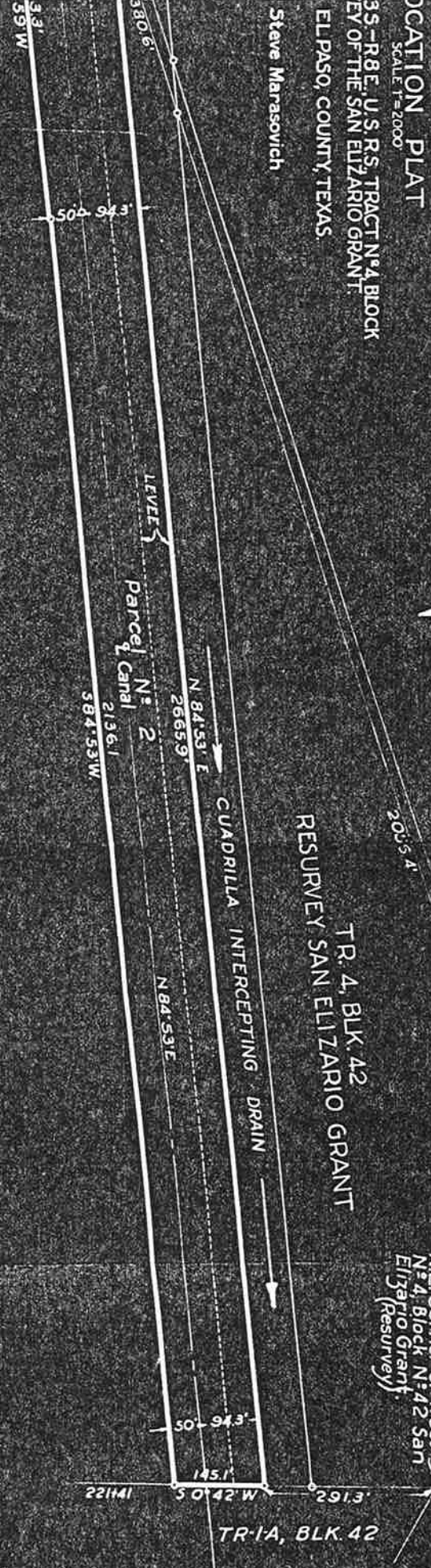
3. The Vendor shall sell and by good and sufficient **General Warranty** deed,
(General warranty, covenant against grantor, or quitclaim)

convey to the United States, free of lien or encumbrance, the following-described real estate which is
to wit 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



LOCATION PLAT
 SCALE 1"=2000'
 35-R8E, U.S.R.S. TRACT N^o 4 BLOCK
 42 OF THE SAN ELIZARIO GRANT,
 EL PASO, COUNTY, TEXAS.
 Steve Marasovich

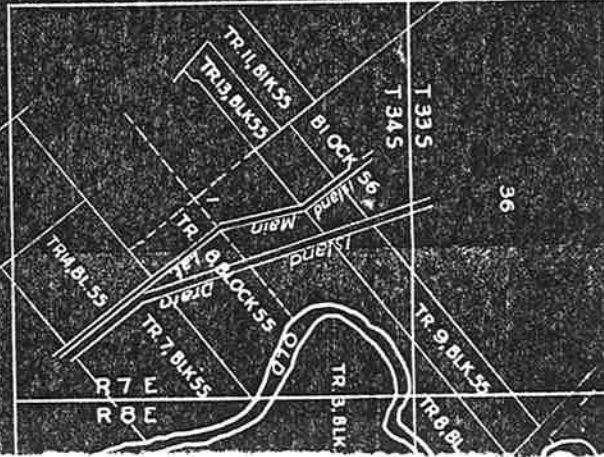
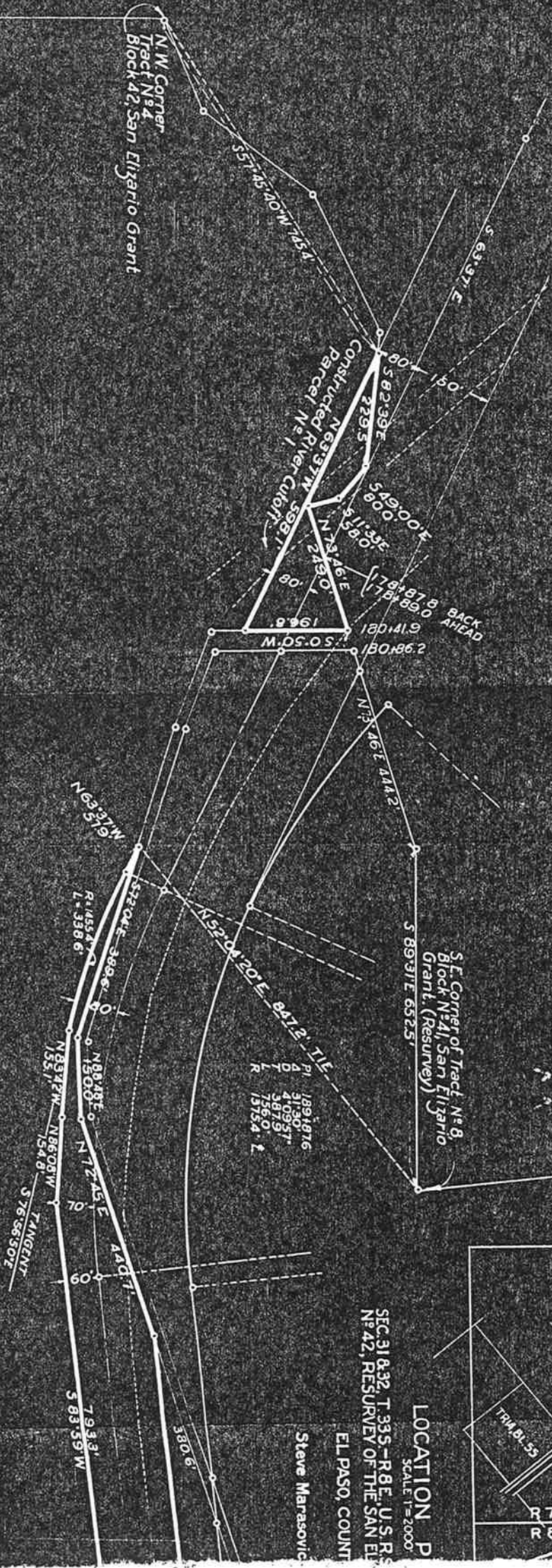


TR. 4, BLK. 42
 RESURVEY SAN ELIZARIO GRANT

Total	R.O.W.	Parcel N ^o 1,	0.89	Acres
Total	R.O.W.	Parcel N ^o 2,	10.16	Acres
Total	R.O.W.	N ^o 1 & N ^o 2,	11.05	Acres

SCALE 1" = 200'
 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. CHICKERD. A.M.B.
 DRAWN: A.O.D.-C.B.H. APPROVED:
 A.O.B.-U.B.I. EL PASO, TEXAS

TR. 8, BLK. 41
RESURVEY SAN ELIZARIO GRANT



LOCATION P
SCALE 1" = 2000'

SEC. 31 & 32, T. 33S - R. 8E, U.S.R.S.
No. 42, RESURVEY OF THE SAN ELIZARIO GRANT
EL PASO, COUNTY
Steve Marasovic

TR. 4, BLK. 42
RESURVEY SAN ELIZARIO GRANT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

#7

Land Classification and Valuation Report

Feature Riverside Canal Extension Date Oct. 19 40

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

Steve Karasovich

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

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

County Plat # 43 San Elivario Grant Tract # 4
Containing 11.05 Acres more or less, under
(not under) 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

()	Tr. 1 Pasture	0.70	Acres at	\$ 35.00	per acre	\$ 24.50
()	River cutoff	0.12	Acres at	\$ 10.00	per acre	\$ 1.20
()	Tr. 2 Pasture	6.52	Acres at	\$ 35.00	per acre	\$ 228.20
()	Narrow Pits	2.57	Acres at	\$ 30.00	per acre	\$ 77.10
()	Cleared & partly		Acres at		per acre	
()	leveled	0.91	Acres at	\$ 50.00	per acre	\$ 45.50
						\$ 356.20

Land not under the Project:

Improvements:		\$	
	12 x 20 Frame House	\$	60.00
	545' fence @ 0.05	\$	13.30
			73.30
	Grand Total		\$ 430.00

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. Hickey

Geo. W. Hoadley

Appraisers

Approved: _____

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 \$ 430.00
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:

Pasture	.70	Borrow Pits	2.87
River cutoff	.19	Cleared	.71
Pasture	6.50		

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 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

CERTIFICATE BY PROJECT SUPERINTENDENT

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

430-

El Paso, Texas. October 14, 1941

M & F

From Superintendent
To The Commissioner


Examined by OCT 16 1941

Date

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-

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

cc- Denver with copy of deed

OCT 18 '41 66257

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

738-9 Amarillo Building
Amarillo, Texas

SEP 27 1941
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 - Rio 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 H. H. Newman, President; Attest by H. L. McCune, Assistant Secretary, covering the lands described in the subject contract, and from said examination, I am of the opinion that the fee-simple title to said property is vested in the United States of America.

2. The Policy of Title Insurance does not insure against 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.

(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.

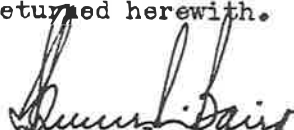
(5) Any construction charges due the United States are a proper deduction from the Purchase Price, and should be made by you when vouchering for payment.

(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
Warranty Deed C/15123

CC: C. E. Denver
Commissioner

SEARCHED BY ST. 7 9942
OCT 17 1942

O. T. NO. N^o 38991
POLICY C/15123

Amount \$ 430.00

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 -----

Its successors and assigns, it

(herein styled insured), heirs, executors, and administrators, that ~~it~~ has good and indefeasible title to the following described real property:Riverside Canal Extension
Plat No. 7

Two tracts of land lying and situate in El Paso County, Texas and in the South half (S $\frac{1}{2}$) of Section thirty-one (31) and Southwest quarter (SW $\frac{1}{4}$) 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 A (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 A (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 a bearing North seventy-

(Continued)

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 U.S.A.
5. All matters emanating from contracts with El Paso Valley Water Users' Association.
6. Rights of parties in possession.

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 ----- Dollars,
 - - - FOUR HUNDRED THIRTY AND NO/100 (\$430.00) - - - - - 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-

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.

Karl J. Davis
 Secretary

[Signature]
 President

Countersigned at El Paso, Texas, this 9th day of September 1941
 PIONEER ABSTRACT & GUARANTEE TITLE COMPANY
 By [Signature] Agent.
 President

ATTEST:
 By [Signature]
 Asst. Secy.

Examined by G. A. C.
 OCT - 7 1942
 Date

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.

Karl Z. Davis

Secretary

J. L. Summers

President

Countersigned at El Paso, Texas, this 9th day of September 19 41
PIONEER ABSTRACT & GUARANTEE TITLE COMPANY

By H. W. Newman Agent.
President

ATTEST:

By

A. L. McQuinn
Asst. Secy.

Examined by G. A. C.
OCT - 7 1942
Date

six degrees (76°) fifty-six minutes (56') fifty seconds (50") West; thence to the right along said curve a distance on the arc of three hundred thirty-eight and six tenths (338.6) feet; thence North sixty-three degrees (63°) thirty-seven minutes (37') West fifty-seven and nine tenths feet (57.9) to a point on a northerly line of said tract four (4), Block forty-two (42) and from which point the Southeast resurvey of the San Elizario Grant bears North fifty-two degrees (52°) four minutes (04') twenty seconds (20") East eight hundred forty-seven and two tenths (847.2) feet; thence along the northerly line of said tract four (4), Block forty-two (42) South seventy-two degrees (72°) four minutes (04') East three hundred eighty-nine and six tenths (389.6) feet. North eighty-eight degrees (88°) forty-eight minutes (48') East one hundred fifty (150) feet and North seventy-two degrees (72°) forty-five minutes (45') East four hundred forty and seven tenths (440.7) feet; thence North eighty-four degrees (84°) fifty-three minutes (53') East two thousand six hundred sixty-five and nine tenths (2665.9) feet to the point of beginning. Said tract of land containing ten and sixteen hundredths (10.16) acres, more or less. Shown as Parcel No. 2 on plat attached and made a part of that certain contract between grantor and grantee herein dated Dec. 1, 1940 of record in Book 680, Page 556, Deed Records of El Paso County, Texas.

**Commercial
Standard
Insurance Company**

Fort Worth, Texas

**OWNER'S POLICY
OF TITLE INSURANCE**

To

The United States of
America,

Tract 1 PROPERTY

0.89 of an acre, more or less
and Tract 2

10.16 acres, all in Tract
4, Block 42, Re-survey of
San Elizario Grant El Paso
County, Texas,



22891

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, 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

~~to the said~~

~~and~~

~~to~~

, 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

of land lying and situate in El Paso County, Texas and in the
(21) and Southwest quarter (SW₄)

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

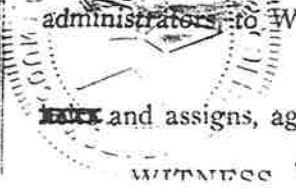
THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

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

WITNESS their hands at El Paso Texas this 3rd day of September A.D. 19



Riverside Canal Extension
Plat No. 7

Two tracts of land lying and situate in El Paso County, Texas and in the South half ($S\frac{1}{2}$) of Section thirty-one (31) and southwest quarter ($SW\frac{1}{4}$) 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 A (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 A (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

Correct as to Engineering Data O.O.A.

a bearing North seventy-six degrees (76°) fifty-six minutes (56') fifty seconds (50") West; thence to the right along said curve a distance on the arc of three hundred thirty-eight and six tenths (338.6) feet; thence North sixty-three degrees (63°) thirty-seven minutes (37') west fifty-seven and nine tenths feet (57.9) to a point on a northerly line of said tract four (4), Block forty-two (42) and from which point the Southeast corner of tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-two degrees (52°) four minutes (04') twenty seconds (20") East eight hundred forty-seven and two tenths (847.2) feet; thence along the northerly line of said tract four (4), Block forty-two (42) South seventy-two degrees (72°) four minutes (04') East three hundred eighty-nine and six tenths (389.6) feet. North eighty-eight degrees (88°) forty-eight minutes (48') East one hundred fifty (150) feet and North seventy-two degrees (72°) forty-five minutes (45') East four hundred forty and seven tenths (440.7) feet; thence North eighty-four degrees (84°) fifty-three minutes (53') East two thousand six hundred sixty-five and nine tenths (2665.9) feet to the point of beginning. Said tract of land containing ten and sixteen hundredths (10.16) acres, more or less. Shown as Parcel no. 2 on plat attached ~~hereto~~ and made a part ~~hereto~~ of that certain contract between grantor and grantee herein dated Dec. 1, 1940 of record in Book 680, Page 556, Deed Records of El Paso County, Texas.



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 Steve M. Marasovich

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

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

My Commission Expires May 31 19 43

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

(SEAL)

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

THE STATE OF TEXAS,

County of El Paso.

Before me the undersigned authority

a Notary Public

in and for El Paso County, Texas, on this day personally appeared Eva Marasovich, wife of Steve M. Marasovich

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Eva Marasovich

Eva Marasovich

acknowledged such instrument

to be her free act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

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

My Commission Expires May 31, 19 43

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

CLERK'S CERTIFICATE

THE STATE OF TEXAS,

County of El Paso.

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

of said County, do hereby certify that the above instrument of writing, dated on the 3 day of Sept A. D. 19 41, with its certificate of authentication, was filed for record in my office this 9 day of Sept, A. D. 19 41, at 3:10 o'clock P. M. and duly recorded the 12 day of Sept, A. D. 19 41 at 9 o'clock P. M. in the records of said County, in Volume 697 on Pages 554

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.

Examined by M. A. W. OCT - 7 1942

22891

Attorney M. Marasovich

U. S. of W.

Warranty Deed

FILED RECORD

SEP 9 1941 AT 10 O'CLOCK P. M. AND INDEXED SEP 12, 1941

14/8/41 697 / 554

COMPARED

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, 1902 (32 Stat., 589), 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

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 (S $\frac{1}{2}$) of Section thirty-one (31) and Southwest quarter (SW $\frac{1}{4}$)
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 Main-
land, 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 parti-
cularly described as follows:

Correct as to Engineering Data 903

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 A (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 A (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

Correct as to Engineering Data *0.0.0*

Riverside Canal Extension * Plat #7- Page 2

a bearing North seventy-six degrees (76°) fifty-six minutes (56') fifty seconds (50") West; thence to the right along said curve a distance on the arc of three hundred thirty-eight and six tenths (338.6) feet; thence North sixty-three degrees (63°) thirty-seven minutes (37') west fifty-seven and nine tenths feet (57.9) to a point on a northerly line of said tract four (4), Block forty-two (42) and from which point the Southeast corner of tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-two degrees (52°) four minutes (04') twenty seconds (20") East eight hundred forty-seven and two tenths (847.2) feet; thence along the northerly line of said tract four (4), Block forty-two (42) South seventy-two degrees (72°) four minutes (04') East three hundred eighty-nine and six tenths (389.6) feet, North eighty-eight degrees (88°) forty-eight minutes (48') East one hundred fifty (150) feet and North seventy-two degrees (72°) forty-five minutes (45') East four hundred forty and seven tenths (440.7) feet; thence North eighty-four degrees (84°) fifty-three minutes (53') East two thousand six hundred sixty-five and nine tenths (2665.9) feet to the point of beginning. Said tract of land containing ten and sixteen hundredths (10.16) acres, more or less. Shown as Parcel No. 2 on plat ~~xxxxxx~~hereto and made a part ~~hereof~~.

of that certain contract between grantor and grantee herein dated Dec. 1, 1940 of Record in Book 680, Page 556, Deed Records of El Paso County, Texas

THE STATE OF TEXAS,
County of El Paso,
a Notary Public

Before me the undersigned authority
in and for El Paso County, Texas, on this day personally appeared
Steve M. Marasovich

known to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that he executed the same for the purposes and consideration therein expressed and as
his free act and deed.

Given under my hand and seal of office this 3rd day of September A. D. 1941

(SEAL)

My Commission Expires May 31 1945

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

(SEAL)

THE STATE OF TEXAS,
County of El Paso,
a Notary Public

Before me the undersigned authority
in and for El Paso County, Texas, on this day personally appeared
Eva Marasovich, wife of Steve M. Marasovich

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

Given under my hand and seal of office this 3rd day of September A. D. 1941

(SEAL)

My Commission Expires May 31 1941

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

CLERK'S CERTIFICATE

THE STATE OF TEXAS,
County of El Paso,

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

of said County, do hereby certify that the above instrument of writing, dated on the 3
day of Sept. A. D. 1941, with its certificate of authentication, was filed for record in my
office this 9 day of Sept. A. D. 1941, at 3:10 o'clock P M.
and duly recorded the 12 day of Sept A. D. 1941, at 9 o'clock A M.
in the records of said County, in Volume 697 on Pages 554

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

P. D. Lowry

Clerk County Court, El Paso County, Texas.

Marie Grady

By _____, Deputy.

(SEAL)

22891

Steve M. Marasovich

Eva Marasovich

TO

US of A.

Warranty Deed

Filed for Record the 9th

day of September 1941

at 3 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

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

Tax Statement

Steve Maravich El Paso, Texas *Sept. 25* 194*1*
Gabeus Texas

Taxes become delinquent after January 31 when 1% per month is added until June 30, thereafter, 10% penalty is added.
 Interest at 6% per annum is added from August 1 next succeeding.

Description of Real Estate

BLOCK NO.	TRACT NO.	GRANTOR	LOT	BLK.	SUBDIVISION	ACRES TAXED
<i>42</i>	<i>4</i>	<i>S.E.</i>				<i>43.80</i>

Unpaid Taxes and Assessments

YEAR	CONSTRUCTION REPAYMENT	PENALTY AND INTEREST	TOTAL	MAINTENANCE AND OPERATION	PENALTY AND INTEREST	TOTAL	TOTAL FOR YEAR
<i>Remaining tract or part of tract purchased by Bureau of Reclamation not assessed for 1941 all previous water charges have been paid.</i>							

Additional Penalty After _____

Statement Prepared By *A. T. Garya*

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
738-9 Amarillo Building
Amarillo, Texas

430.
RIO GRANDE Young

September 23, 1941

From District Counsel

To Superintendent, El Paso

Subject: Acquisition of Land - Opinion of title to land described in Contract No. 116-1189 dated December 1st, 1940 with Steve M. Marasovich et ux; area 11.05 acres; consideration \$430.00 for Riverside Canal Extension - Rio 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 H. H. Newman, President; Attest by H. L. McGuire, 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.

SEP 26 '41 64436

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

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

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

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

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

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

4. Subject to these comments and recommendations, payment to Steve N. 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

Depl.

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

CC: G. E. Denver
Commissioner ✓

(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
C/15123

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-1498 dated December 1, 1940 with Steve M. Marasovich et ux; area 4.03 acres, consideration \$205.10, for Riverside Canal Extension--Rio Grande Project.

1. I have examined Policy of Title Insurance No. 389920/15122 issued by the Commercial Standard Insurance Company, Fort Worth, Texas, countersigned at El Paso, Texas, September 9, 1941, by the Pioneer Abstract & Guarantee Title Company by H. H. Newman, President; Attest by H. L. McCune, Assistant Secretary, covering the lands described in the subject contract, and from said examination, I am of the opinion that the fee-simple title to said property is vested in the United States of America.

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

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

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

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

SEP26'41 64436

OFFICE OF
COUNTY TAX COLLECTOR
EL PASO COUNTY

2655

RECEIVED OF

Five # J M [unclear]

EL PASO, TEXAS,

Sept. 8

1941

\$ 5.00

PARTIAL PAYMENT OF TAXES ON

4 1342 San Elgin

DOLLARS

FOR THE YEAR *1941* TO BE HELD IN TRUST UNTIL FULL YEAR'S TAXES HAVE BEEN PAID,
WHEN ORIGINAL RECEIPT WILL BE ISSUED.

HERMAN ROSSUM, COUNTY TAX COLLECTOR,

BY

[Signature]

DEPUTY.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

~~Rio Grande~~

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

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

~~and subject to the approval of the proper supervisory officer thereof,~~
and **Steve Marasovich**

and **Eva Marasovich**, his wife, hereinafter styled Vendor,
of **Fedens**, 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

1/2 h **or** (Homestead, community, separate) property, situated in the County of **El Paso, Texas**
State of **Texas**, to wit:

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

~~4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the Vendor shall, within 60 days of the date of approval by the United States, promptly furnish a complete abstract of title covering the said property, which shall include the records by the Vendor to indicate each instrument subsequently recorded in connection therewith, including the conveyance made pursuant to this contract. If, however, the Vendor fails to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.~~

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

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

Two hundred five and 10/100 - - -

dollars

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

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

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

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

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

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

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

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

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

THE UNITED STATES OF AMERICA,
L. E. Flock

By _____
Superintendent, Bureau of Reclamation.

Witnesses: **to mark of**
Eva Marasovich
Geo. W. Hoadley

P. O. Address _____
El Paso, Texas

Josephine Eva Marasovich

Steve M. Marasovich

Vendor.

P. O. Address _____
Fabens, Texas

Eva I Marasovich

Vendor.

P. O. Address _____

Fabens, Texas

Vendor.

P. O. Address _____

P. O. Address _____

Approved:

(Date) _____, 193

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. Roadley

in and for said county, in the State aforesaid, do hereby certify that

Steve M. Marasovich and Eva Marasovich, his wife

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

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

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

SEAL

[SEAL]

6/1/41

Geo. W. Roadley

Notary Public in and for El Paso Co. Tex

My commission expires

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas
COUNTY OF El Paso

I hereby certify that this instrument was filed for record at my office at 3:45 o'clock P.M., Jan 21, 1941 and is duly recorded in Vol. 680 of Record Books Page No. 532

P. D. Koury
County Recorder

By Mrs J. W. Mayo
Deputy

Fees, \$

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

Hansen Feeder
Plat No. 1

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

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

Correct as to Engineering Data A.O.D.

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande Irrigation Project

400.
RIO GRANDE

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Dec. 1, 1940 symbol and number 1167-1498; made by Steve M. and Eva Marasovich amount involved, \$ 205.10; 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 Jan. 2, 1941

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

W. H. Wick, 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.

W. 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 _____

_____, Commissioner.

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.

STATEMENT AND CERTIFICATE OF AWARD

No. I16r-1498
(Contract)
Date Dec. 1, 19 40
El Paso, Texas
(Location)

DEPARTMENT OF THE INTERIOR
(Department or establishment)

BUREAU OF RECLAMATION
(Bureau or office)

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

430 -

El Paso, Texas. October 14, 1941.

M & H

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 19-28572 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

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

G. F. Allen

In duplicate

Encls-

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed

cc- Denver with copy of deed

Examined by G. A. O.

Date OCT - 7 1942

OCT 18 '41 66258

CERTIFICATE OF POSSESSION

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

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

Geo. W. Roadley
Right of way Agent

CERTIFICATE BY PROJECT SUPERINTENDENT

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

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

L R Flock

Project Superintendent
Bureau of Reclamation

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

8. The land is leased to **No leases** 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.

REPORT ON LAND COVERED BY PURCHASE CONTRACT

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

1. The land described in the above-named contract is necessary for the purpose stated, and the consideration is reasonable. Land of a similar character in the vicinity has sold recently for \$ 20.00 per acre.

2. The land was entered under the law.

Final certificate is dated Patent is dated

No public lands in Texas

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

No

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

Borrow pit and spoil	0.76
Cultivated	3.14
Rio Viejo	0.11

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

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

No allowance for crops

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Land Classification and Valuation Report

Feature Harzer Fender Date December 9 19 59

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

Steve Marasovich

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

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

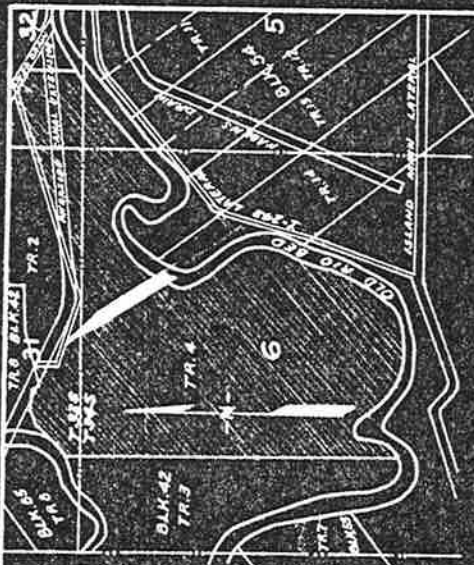
County Plat # 42, Tract # 4
Containing 4.03 Acres more or less, under
(~~Section 1~~) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1.	Subject to Construction Charges	Acres	at	\$	per acre
()	Acres		at	\$	
()	Acres		at	\$	
()	Acres		at	\$	
()	Acres		at	\$	
()	Acres		at	\$	

Class 2.	Suspended	Acres	at	\$	per acre
()	Borrow Pit and Spoil	0.98	at	\$ 80.00	15.60
()	Cultivated	5.14	at	\$ 60.00	158.40
()	Hojas Viejas	0.11	at	\$ 10.00	1.10
()			at		
()			at		
()			at		

Land not under the Project:

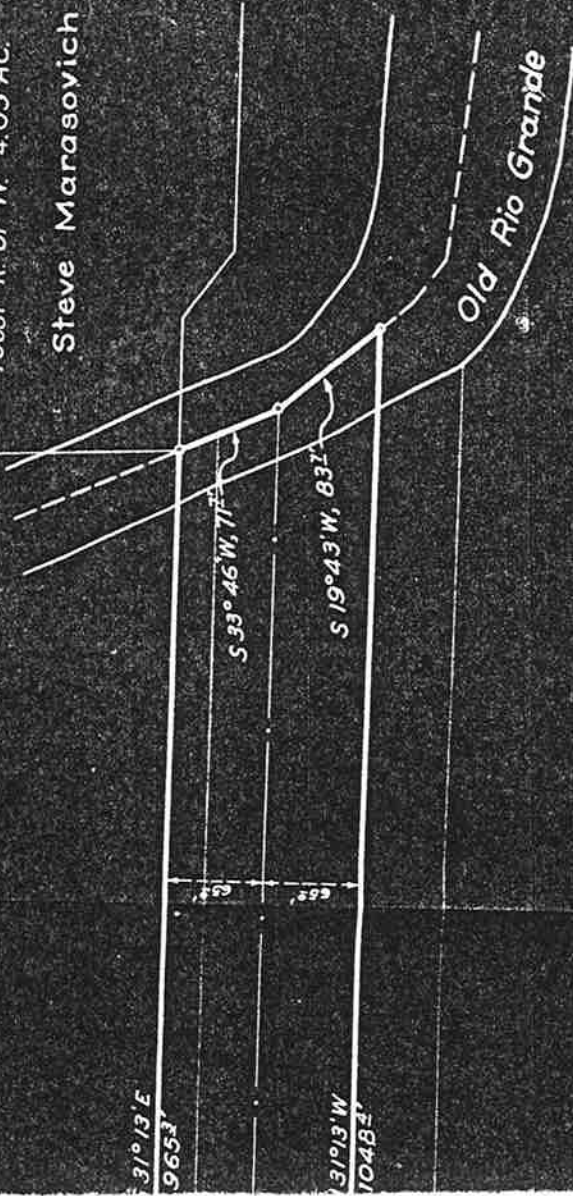
Improvements:



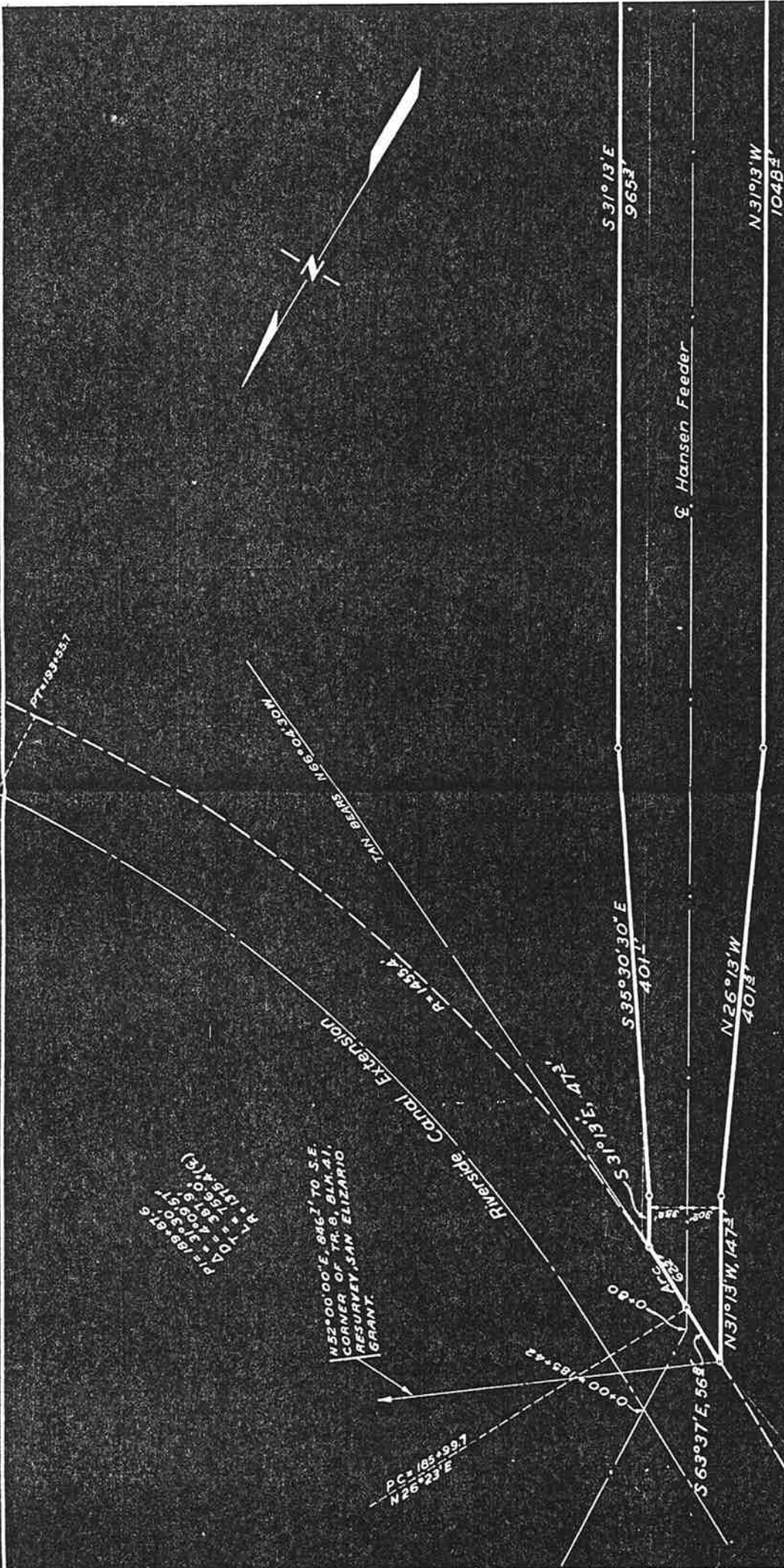
Location Plat
 Sec. 3, 733 & Sec. 6, 734S-R8E, U.S.R.S.
 Tract 4, Block 42
 Resurvey, San Elizario Grant
 El Paso Co., Texas.
 Total R. of W. 4.03 Ac.

Steve Marasovich

N 56° 49' 40" E, 32678 TO N.E.
 CORNER OF TR. 4, BLK. 42 OF
 RESURVEY, SAN ELIZARIO
 GRANT.



SCALE 1" = 100'
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT, NEW MEXICO-TEXAS
HANSEN FEEDER



PT=193+55.7

ZLN BEARS N 56° 04' 30" W

R=1455.4

Riverside Canal Extension

S 31° 13' E, 473'

S 35° 30' 30" E, 4011'

N 26° 13' W, 4013'

E. Hansen Feeder

S 31° 13' E, 9653'

N 31° 13' W, 10483'

P=189+67.6
L=751.9
T.D.=31° 08' 57"
N=1375.4(e)

W 52° 00' 00" E, 846.7' TO S.E. CORNER OF TR. 8, BLK. 41, RESURVEY, SAN ELIZARIO GRANT.

PC=185+99.7
N 26° 23' E

0+00 185+42

S 63° 37' E, 568'

N 31° 13' W, 1473'

Rockwell
Standard
Insurance Company

Fort Worth, Texas

**OWNER'S POLICY
OF TITLE INSURANCE**

To

**The United States of
America,**

PROPERTY

**4.03 acres, more or less
in Tract 4, Block 42 of
the Re-Survey of San
Elizario Grant, El Paso
County, Texas,**

RETURN TO
**PIONEER ABSTRACT AND
GUARANTEE TITLE COMPANY**
PHONE MAIN 838-9
EL PASO, TEXAS
TITLE INSURANCE
By COMMERCIAL STANDARD INS. CO.
ASSETS OVER \$4,000,000.00

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.

Karl Z. Vasen

Secretary

J. Blum

President

Countersigned at El Paso, Texas, this 9th day of September 19 41

PIONEER ABSTRACT & GUARANTEE TITLE COMPANY

By N. J. Newman Agent.
President

ATTEST:

By H. M. Cune
Asst. Secy.

Examined by G. A. O.

Date OCT - 7 1942

subject to: Taxes for the year 1941.
Water charges for the year 1941.

1. Following liens:

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 U.S.A.
5. All matters emanating from contracts with El Paso Valley Water Users' Association.
6. Rights of parties in possession.

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

Beginning at a point in the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof and from which point the Northeast corner of Tract four (4) Block forty-two (42) of said official resurvey of the San Elizario Grant bears North fifty-six degrees (56°) forty-nine minutes (49') forty seconds (40") East three thousand two hundred sixty-seven and eight tenths (3267.8) feet; thence along the center line of the said former river bed South thirty-three degrees (33°) forty-six minutes (46') West seventy-one and seven tenths (71.7) feet and South nineteen degrees (19°) forty-three minutes (43') West eighty-three and seven tenths (83.7) feet; thence North thirty-one degrees (31°) thirteen minutes (13') West one thousand forty-eight and four tenths (1048.4) feet; thence North twenty-six degrees (26°) thirteen minutes (13') West four hundred one and five tenths (401.5) feet; thence North thirty-one degrees (31°) thirteen minutes (13') West one hundred forty-seven and three tenths (147.3) feet to a point in the southeasterly right of way line of the proposed Riverside Canal Extension and from which point the Southeast corner of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-two degrees (52°) East eight hundred forty-six and seven tenths (846.7) feet; thence along the southeasterly right of way line of said proposed Riverside Canal Extension South sixty-three degrees (63°) thirty-seven ~~minutes (37')~~ East fifty-six and eight tenths (56.8) feet; thence continuing along said right of way line to the left along a curve of one thousand four hundred fifty-five and four tenths (1455.4) feet radius a distance on the arc of sixty-two and five tenths (62.5) feet to a point at which the tangent to said curve has a bearing North sixty-six degrees (66°) four minutes (04') thirty seconds (30") West; thence South thirty-one degrees (31°) thirteen minutes (13') East forty-seven and three tenths (47.3) feet; thence South thirty-five degrees (35°) thirty minutes (30') thirty seconds (30") East four hundred one and one tenth (401.1) feet; thence South thirty-one degrees (31°) thirteen minutes (13') East nine hundred sixty-five and three tenths (965.3) feet to the point of beginning. Said tract of land containing four and three hundredths (4.03) acres, more or less. All as shown on plat attached and made a part of that certain contract between grantor and grantee herein dated Dec. 1, 1940, of record in Book 680, Page 532, Deed Records of El Paso County, Texas.

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

O. T. NO. N^o 38992
 POLICY C/15122

Amount \$ 205.10

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 -----

Its successors and assigns,

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

Hansen Feeder
 Plat No. 1

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

Beginning at a point in the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof and from which point the Northeast corner of Tract four (4) Block forty-two (42) of said official resurvey of the San Elizario Grant bears North fifty-six degrees (56°) forty-nine minutes (49') forty seconds (40") East three thousand two hundred sixty-seven and eight tenths (3267.8) feet; thence along the center line of the said former river bed South thirty-three degrees (33°) forty-six minutes (46') West twenty-one and seven tenths (21.7) feet and South nineteen de-

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

738-9 Amarillo Building
Amarillo, Texas

W. H. Broadley
For [unclear]
September 23, 1941

From District Counsel

To Superintendent, El Paso

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

1. I have examined Policy of Title Insurance No. 3899C/15122 issued by the Commercial Standard Insurance Company, Fort Worth, Texas, countersigned at El Paso, Texas, September 9, 1941, by the Pioneer Abstract & Guarantee Title Company by H. H. Newman, President; Attest by H. L. McCune, Assistant Secretary, covering the lands described in the subject contract, and from said examination, I am of the opinion that the fee-simple title to said property is vested in the United States of America.

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

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

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

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

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

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

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

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

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

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

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

- - -


Spencer L. Baird

Dupl.

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

CC: C. E. Denver
Commissioner

Examined by G. A. O.

Date OCT 7 1942

22892

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

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

DOLLARS,

to ~~them~~ in hand paid by ~~THE UNITED STATES OF AMERICA~~ ~~amendatory thereof~~ ~~of~~
of the act of June 17, 1906 ~~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~~ ~~and~~, all that certain
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as
follows, to-wit:

Hansen Feeder
Plat No. 1

A tract of land lying and situate in El Paso County, Texas and in the
Northeast quarter (NE $\frac{1}{4}$) of Section six (6), Township thirty-four (34) South,
and Southeast quarter (SE $\frac{1}{4}$) of Section thirty-one (31) Township thirty-three
(33) South, Range eight (8) East, Bureau of Reclamation Survey; being also
within Surveys ninety-six (96) and ninety-seven (97) of the mainland, San
Elizario Grant and Tract four (4) Block forty-two (42) of the official re-
survey 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:

Engineering Data 4.0.0.0.

Beginning at a point in the center of what formerly constituted the bed
of the Rio Grande as the same existed prior to the artificial rectification
thereof and from which point the Northeast corner of Tract four (4) Block
forty-two (42) of said official resurvey of the San Elizario Grant bears
North fifty-six degrees (56°) forty-nine minutes (49') forty seconds (40")
East three thousand two hundred sixty-seven and eight tenths (3267.8) feet;
thence along the center line of the said former river bed South thirty-
three degrees (33°) forty-six minutes (46') West seventy-one and seven
tenths (71.7) feet and South nineteen degrees (19°) forty-three minutes (43')
West eighty-three and seven tenths (83.7) feet; thence North thirty-one
degrees (31°) thirteen minutes (13') West one thousand forty-eight and four
tenths (1048.4) feet; thence North twenty-six degrees (26°) thirteen minutes
(13') West four hundred one and five tenths (401.5) feet; thence North thirty-
(31°) thirteen minutes (13') West one hundred forty-seven and

within Surveys ninety-six (96) and ninety-seven (97) -
Elizario Grant and Tract four (4) Block forty-two (42) of the official re-
survey of the San Elizario Grant as accepted by the Commissioners' Court of
El Paso County, Texas the 13th day of January, 1930 and of record in the
office of the County Clerk of said County and State; more particularly
described as follows:

Beginning at a point in the center of what formerly constituted the bed
of the Rio Grande as the same existed prior to the artificial rectification
thereof and from which point the Northeast corner of Tract four (4) Block
forty-two (42) of said official resurvey of the San Elizario Grant bears
North fifty-six degrees (56°) forty-nine minutes (49') forty seconds (40")
East three thousand two hundred sixty-seven and eight tenths (3267.8) feet;
thence along the center line of the said former river bed South thirty-
three degrees (33°) forty-six minutes (46') West seventy-one and seven
tenths (71.7) feet and South nineteen degrees (19°) forty-three minutes (43')
West eighty-three and seven tenths (83.7) feet; thence North thirty-one
degrees (31°) thirteen minutes (13') West one thousand forty-eight and four
tenths (1048.4) feet; thence North twenty-six degrees (26°) thirteen minutes
(13') West four hundred one and five tenths (401.5) feet; thence North thirty-
one degrees (31°) thirteen minutes (13') West one hundred forty-seven and
three tenths (147.3) feet to a point in the southeasterly right of way line
of the proposed Riverside Canal Extension and from which point the Southeast
corner of Tract eight (8) Block forty-one (41) of the said official resurvey
of the San Elizario Grant bears North fifty-two degrees (52°) East eight
hundred forty-six and seven tenths (846.7) feet; thence along the southeast-
erly right of way line of said proposed Riverside Canal Extension South sixty-
three degrees (63°) thirty-seven minutes (37') East fifty-six and eight tenths
(56.8) feet; thence continuing along said right of way line to the left along
a curve of one thousand four hundred fifty-five and four tenths (1455.4)
feet radius a distance on the arc of sixty-two and five tenths (62.5) feet
to a point at which the tangent to said curve has a bearing North sixty-six
degrees (66°) four minutes (04') thirty seconds (30") west; thence South
thirty-one degrees (31°) thirteen minutes (13') East forty-seven and three
tenths (47.3) feet; thence South thirty-five degrees (35°) thirty minutes
(30') thirty seconds (30") East four hundred one and one tenth (401.1) feet;
thence South thirty-one degrees (31°) thirteen minutes (13') East nine
hundred sixty-five and three tenths (965.3) feet to the point of beginning.
Said tract of land containing four and three hundredths (4.03) acres, more
or less. All as shown on plat attached ~~hereto~~ and made a part ~~hereto~~ of
that certain contract between grantor and grantee herein dated Dec. 1, 1940,
of record in Book 680, Page 532, Deed Records of El Paso County, Texas.

Correct as to Engineering Data 4.5.21

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

Before me the undersigned authority

in and for El Paso County, Texas, on this day personally appeared Steve M. Marasovich

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office this 3rd day of September A.D. 1941

My Commission Expires May 31 1943

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

(SEAL)

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

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

Eva Marasovich

Before me the undersigned authority

in and for El Paso County, Texas, on this day personally appeared Eva Marasovich, wife of Steve M. Marasovich

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

Given under my hand and seal of office this 3rd day of September A.D. 1941

My Commission Expires May 31 1943

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

CLERK'S CERTIFICATE

THE STATE OF TEXAS,

County of El Paso.

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

of said County, do hereby certify that the above instrument of writing, dated on the 3 day of Sept A.D. 1941, with its certificate of authentication, was filed for record in my office this 9th day of Sep, A.D. 1941, at 3:00 o'clock P.M. and duly recorded the 12 day of Sep, A.D. 1941 at 9 o'clock A.M. in the records of said County, in Volume 697 on Pages 557

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

Examined by G. A. O

Date OCT - 7 1942

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

27892

PREPARED

INDEXED

Steve M. Marasovich
Eva M.
TO
U.S. of A.

Warranty Deed -

FILED FOR RECORD
SEP 9 1941
AT 3:00 o'clock and 0 clock minutes P.M.
AND RECORDED
SEP 12 1941
County Court, El Paso County, Texas.
By P.D. LOWRY, County Clerk
Deputy
BY W. J. DUNCAN DEPUTY
9/10/41
697 / 557

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

THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

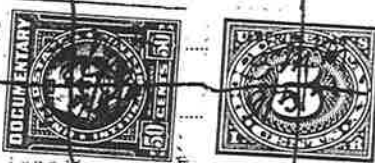
and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS their hand at El Paso, Texas this 3rd day of September A. D. 194

~~Witnesses at Request of Grant~~

Witnesses to mark of Eva Marasovich

Jessamine E. Marasovich
Phil Maras

Steve M. Marasovich
Eva + Phil Marasovich


COMPARED 8-10-41 INDE

Steve M. Marasovich
Eva
TO
U. S. of A.

Warranty Deed -

Filed for Record the
FILED FOR RECORD
day of SEP 9 1941
AT 3:10 o'clock and 00 CLK. M.
AND RECORDED
SEP 12, 1941
County Court, El Paso County, A
BY D. LOWRY, County Clerk
BY *W. L. Dancan* DEPUTY
9/8/41

647

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

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

DOLLARS,

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

the receipt of which is hereby acknowledged

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

THE UNITED STATES OF AMERICA

~~with~~ ~~and~~ ~~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:

Hansen Feeder
Plat No. 1

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

Beginning at a point in the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof and from which point the Northeast corner of Tract four (4) Block forty-two (42) of said official resurvey of the San Elizario Grant bears North fifty-six degrees (56°) forty-nine minutes (49') forty seconds (40") East three thousand two hundred sixty-seven and eight tenths (3267.8) feet; thence along the center line of the said former river bed South thirty-three degrees (33°) forty-six minutes (46') West seventy-one and seven tenths (71.7) feet and South nineteen degrees (19°) forty-three minutes (43') West eighty-three and seven tenths (83.7) feet; thence North thirty-one degrees (31°) thirteen minutes (13') West one thousand forty-eight and four tenths (1048.4) feet; thence North twenty-six degrees (26°) thirteen minutes (13') West four hundred one and five tenths (401.5) feet; thence North thirty-one degrees (31°) thirteen minutes (13') West one hundred forty-seven and three tenths (147.3) feet to a point in the southeasterly right of way line of the proposed Riverside Canal Extension and from which point the Southeast corner of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-two degrees (52°) East eight hundred forty-six and seven tenths (846.7) feet; thence along the southeasterly right of way line of said proposed Riverside Canal Extension South sixty-three degrees (63°) thirty-seven minutes (37') East fifty-six and eight tenths (56.8) feet; thence continuing along said right of way line to the left along a curve of one thousand four hundred fifty-five and four tenths (1455.4) feet radius a distance on the arc of sixty-two and five tenths (62.5) feet to a point at which the tangent to said curve has a bearing North sixty-six degrees (66°) four minutes (04') thirty seconds (30") west; thence South thirty-one degrees (31°) thirteen minutes (13') East forty-seven and three tenths (47.3) feet; thence South thirty-five degrees (35°) thirty minutes (30') thirty seconds (30") East four hundred one and one tenth (401.1) feet; thence South thirty-one degrees (31°) thirteen minutes (13') East nine hundred sixty-five and three tenths (965.3) feet to the point of beginning. Said tract of land containing four and three hundredths (4.03) acres, more or less. All as shown on plat attached ~~hereto~~ and made a part ~~hereto~~ of that certain contract between grantor and grantee herein dated Dec. 1, 1940, of record in Book 680 Page 532, Deed Records of El Paso County, Texas.

Correct as to Engineering Data G.D.W.

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

Beginning at a point in the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof and from which point the Northeast corner of Tract four (4) Block forty-two (42) of said official resurvey of the San Elizario Grant bears North fifty-six degrees (56°) forty-nine minutes (49') forty seconds (40") East three thousand two hundred sixty-seven and eight tenths (3267.8) feet; thence along the center line of the said former river bed South thirty-three degrees (33°) forty-six minutes (46') West seventy-one and seven tenths (71.7) feet and South nineteen degrees (19°) forty-three minutes (43') West eighty-three and seven tenths (83.7) feet; thence North thirty-one degrees (31°) thirteen minutes (13') West one thousand forty-eight and four tenths (1048.4) feet; thence North twenty-six degrees (26°) thirteen minutes (13') West four hundred one and five tenths (401.5) feet; thence North thirty-one degrees (31°) thirteen minutes (13') West one hundred forty-seven and three tenths (147.3) feet to a point in the southeasterly right of way line of the proposed Riverside Canal Extension and from which point the Southeast corner of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-two degrees (52°) East eight hundred forty-six and seven tenths (846.7) feet; thence along the southeasterly right of way line of said proposed Riverside Canal Extension South sixty-three degrees (63°) thirty-seven minutes (37') East fifty-six and eight tenths (56.8) feet; thence continuing along said right of way line to the left along a curve of one thousand four hundred fifty-five and four tenths (1455.4) feet radius a distance on the arc of sixty-two and five tenths (62.5) feet to a point at which the tangent to said curve has a bearing North sixty-six degrees (66°) four minutes (04') thirty seconds (30") west; thence South thirty-one degrees (31°) thirteen minutes (13') East forty-seven and three tenths (47.3) feet; thence South thirty-five degrees (35°) thirty minutes (30') thirty seconds (30") East four hundred one and one tenth (401.1) feet; thence South thirty-one degrees (31°) thirteen minutes (13') East nine hundred sixty-five and three tenths (965.3) feet to the point of beginning. Said tract of land containing four and three hundredths (4.03) acres, more or less. All as shown on plat attached ~~hereto~~ and made a part ~~hereto~~ of that certain contract between grantor and grantee herein dated Dec. 1, 1940, of record in Book 680, Page 532, Deed Records of El Paso County, Texas

Correct as to Engineering Data

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

THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

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

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

~~Witnesses to mark of Eva Marasovich~~

Witnesses to mark of Eva Marasovich

Josephine E. Marasovich

Phil Manos

Steve M. Marasovich

Her

Eva Marasovich

Mark

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

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

Before me the undersigned authority

in and for El Paso County, Texas, on this day personally appeared Steve M. Marasovich

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

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

My Commission Expires May 31 19 43

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

GEO. W. HOAD in and for El Paso County, Texas Com. Expires

(SEAL)

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

Before me the undersigned authority

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

Eva Marasovich, wife of Steve M. Marasovich

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

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

(SEAL)

My Commission Expires May 31 19 43

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

CLERK'S CERTIFICATE

THE STATE OF TEXAS,

County of El Paso.

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

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

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

P. D. Lowry

Clerk County Court, El Paso County, Texas.

(SEAL)

By Marie Grady Deputy.

No. 22892

Steve M. Marasovich

Eva Marasovich

TO

U S of A

Warranty Deed

Filed for Record the 9th

day of Sept 19 41

at 3:10 o'clock and 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 M. J. Dancan Deputy.

9/8/41

697 - 557