

780. MARCHBANKS, JOHN H. LAND PURCHASE CONTRACT RIVERSIDE CANAL EXTENSION NO. 10 (274)

023 - 008720000<sup>59</sup> - 00

~~21 (4)~~ Texas

780.

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CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated June 5, 1940 between the United States of America and John H. Marchbanks, a single man, 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, \$229.75, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 26th day of June, 1940

L. R. Flock  
Project Superintendent

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated June 5, 1940, between the United States of America and John H. Marchbanks, a single man, and that the proposed grantor is in actual, sole and exclusive possession of the land proposed to be conveyed claiming to be the owner thereof, and no person claiming a right in such land adverse to the proposed grantor is in possession of any of it.

Dated at El Paso, Texas this 26th day of June, 1940

\_\_\_\_\_  
Geo. W. Hoadley  
Right of Way Agent

Riverside Canal Extension  
Plat #10

A tract of land lying and situate in El Paso County, Texas and in the Northeast quarter (NE $\frac{1}{4}$ ) of Section five (5) Township thirty-four (34) South, Range eight (8) East Bureau of Reclamation Survey; being also within Tract thirteen (13), Block one (1) and accretion thereto, of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of Jan. 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at the point of intersection of the dividing line between Tract thirteen (13) Block one (1) and Tract thirteen (13), Block two (2) of said official resurvey of the San Elizario Grant and the southwesterly right of way line of the Fabens Intercepting Drain and from which point the Northeast corner of said tract thirteen (13) Block one (1) bears North sixty-six degrees (66°) eighteen minutes (18') East one thousand four hundred sixty-nine and seven tenths (1469.7) feet and the most easterly corner of said tract thirteen (13) Block two (2) bears North sixty-six degrees (66°) eighteen minutes (18') East twelve and three tenths (12.3) feet; thence along said southwesterly right of way line of the Fabens Intercepting Drain which is the property of the United States, South sixty-eight degrees (68°) forty-five minutes (45') East six hundred eight (608) feet to a point on the dividing line between Tracts thirteen (13) and fourteen (14) Block 1 of said official resurvey of the San Elizario Grant and from which point the Southeast corner of said Tract thirteen (13) Block one (1) bears North sixty-six degrees (66°) eighteen minutes (18') East one thousand one hundred sixty-two and nine tenths (1162.9) feet; thence South sixty-six degrees (66°) eighteen minutes (18') West four hundred sixty-nine and two tenths (469.2) feet along the dividing line and an extension thereof between said tracts thirteen (13) and fourteen (14) to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed; North fifty-two degrees (52°) twenty-five minutes (25') west four hundred fifty-three and five tenths (453.5) feet and North fifty-five degrees (55°) thirty-four minutes (34') west thirty-seven and four tenths (37.4) feet to a point where the said center line intersects the extension of the dividing line between Tract thirteen (13) Block one (1) and Tract thirteen (13) Block two (2) of said official resurvey of the San Elizario Grant; thence along said dividing line as extended North sixty-six degrees (66°) eighteen minutes (18') East two hundred seventy-six and five tenths (276.5) feet to the point of beginning. Said tract of land containing three and sixty-seven hundredths (3.67) acres, more or less. All as shown on plat attached hereto and made a part hereof.

Correct as to Engineering Data

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF El Paso

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

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

in and for said county, in the State aforesaid, do hereby certify that John H. Marchbanks, a single man

who is personally known to me to be the person whose name is 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 ~~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 5th day of June, 1940

(SEAL)

[SEAL]

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

My commission expires 6/1/41

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas  
COUNTY OF El Paso

I hereby certify that this instrument was filed for record at my office at 2:10 o'clock P. M., June 27, 1931940 and is duly recorded in Vol. 669 of Deeds Page No. 128 on July 11, 1940

P. D. Lowry  
County Recorder.

By Marie Gedy Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF TEXAS  
COUNTY OF EL PASO

(Execute only on Returns Office copy)

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

Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 25th day of June, A. D. 1940

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

[OFFICIAL SEAL]

My commission expires 6/1/41

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

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

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

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

THE UNITED STATES OF AMERICA,

Witnesses:

By L. E. Rieck  
Superintendent, Bureau of Reclamation.

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

**John H. Marchbanks**

Vendor.

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

Vendor.

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

**Hubens, Texas**

Vendor.

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

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

Approved:

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

4. ~~Upon receipt of notice that the contract has been approved on behalf of the Bureau of Reclamation, the Vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall later be extended by the Vendor to include each instrument subsequently recorded in connection therewith, including the conveyance made pursuant to this contract. Provided, that if the Vendor of this contract fails to furnish such abstract of title within the days after notice that this contract has been approved, or in default thereof may be approved by the United States on the expense of the Vendor and the cost thereof deducted from the purchase price of said property, or if the United States hereinafter determines that any instrument recorded for the 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 twenty-nine and 75/100 - - -**

dollars

(**\$ 229.75** ), by U. S. Treasury warrant or fiscal officer's check.

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

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

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

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

6-5068

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,





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 June 5, 1940  
symbol and number 116r-1436; made by John H. Marchbanks  
amount involved, \$ 229.75; 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 June 26, 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 June 27, 1940

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

*[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.

*[Signature]*, 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.

*[Signature]*, Chief Engineer.

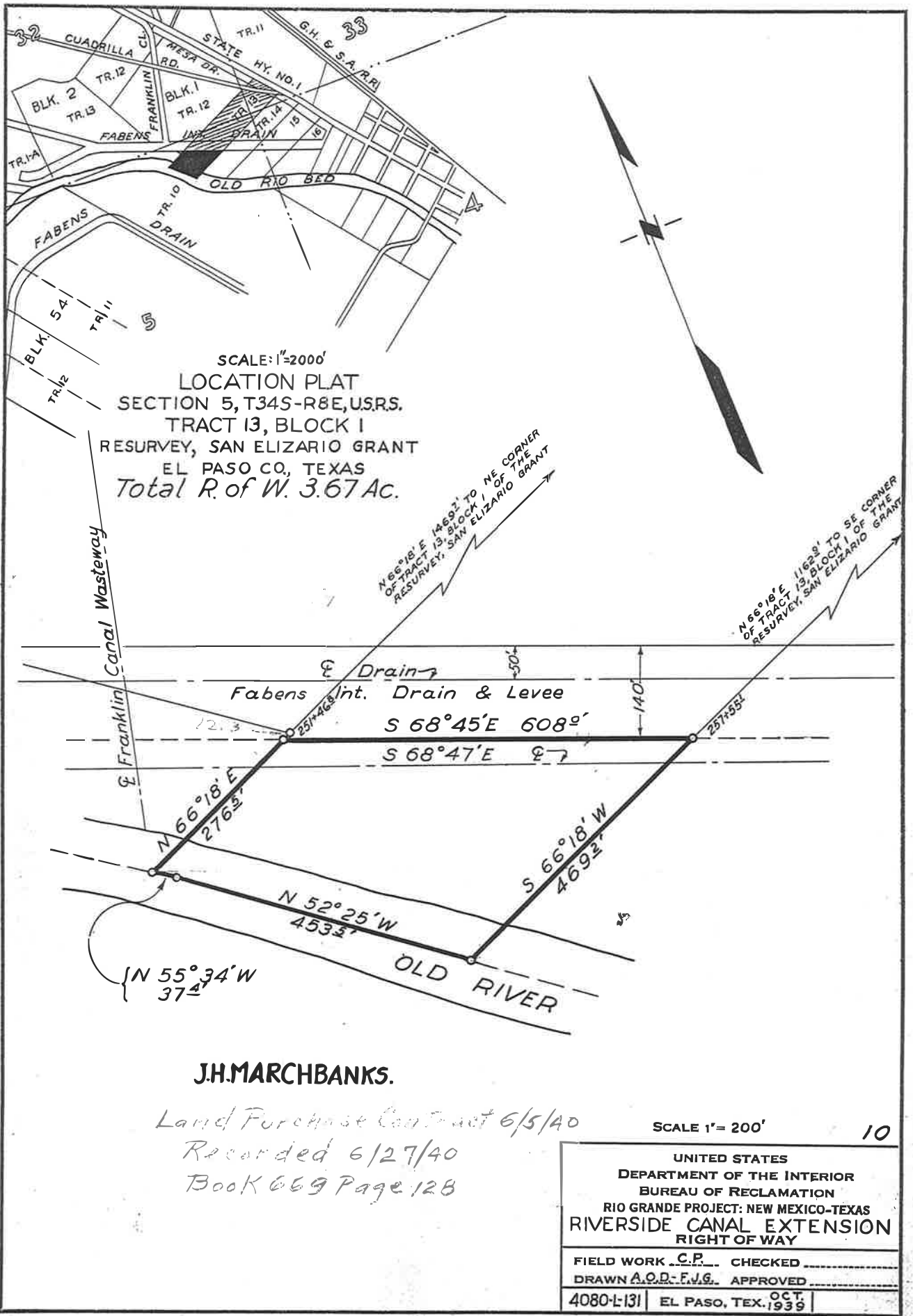
Inclosures:

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

*[Signature]*, Commissioner.



SCALE: 1"=2000'  
 LOCATION PLAT  
 SECTION 5, T34S-R8E, USRS.  
 TRACT 13, BLOCK 1  
 RESURVEY, SAN ELIZARIO GRANT  
 EL PASO CO., TEXAS  
 Total R. of W. 3.67 Ac.

N 66°18' E 1469.2' TO NE CORNER  
 OF TRACT 13, BLOCK 1 OF THE  
 RESURVEY, SAN ELIZARIO GRANT

N 66°18' E 1162.9' TO SE CORNER  
 OF TRACT 13, BLOCK 1 OF THE  
 RESURVEY, SAN ELIZARIO GRANT

**JH. MARCHBANKS.**

Land Purchase Contract 6/5/40  
 Recorded 6/27/40  
 Book 669 Page 128

SCALE 1"= 200'

10

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

FIELD WORK C.P. CHECKED \_\_\_\_\_  
 DRAWN A.O.D.-F.V.G. APPROVED \_\_\_\_\_

4080-L131 | EL PASO, TEX. | OCT. 1939

STATEMENT AND CERTIFICATE  
OF AWARD

No. 1167-1436  
(Contract)  
Date June 5, 19 40

DEPARTMENT OF THE INTERIOR  
(Department or establishment)

BUREAU OF RECLAMATION  
(Bureau or office)

El Paso, Texas  
(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

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

**STATEMENT AND CERTIFICATE  
OF AWARD**

No. IL6r-1436  
(Contract)  
Date June 5, 19 40

DEPARTMENT OF THE INTERIOR  
(Department or establishment)

BUREAU OF RECLAMATION  
(Bureau or office)

El Paso, Texas  
(Location)

**METHOD OF OR ABSENCE OF ADVERTISING**

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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 \_\_\_\_\_

**Purchase for Riverside Canal Extension**

(Here state circumstances under which the securing of competition was impracticable)

**AWARD OF CONTRACT**

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

**CERTIFICATE**

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

**L. R. Flock**

(Signature of contracting officer)

**Superintendent**

(Title)

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated June 5, 1940; made by John H. Marchbanks  
involving purchase of 3.67 acres of land, for \$ 229.75;  
purpose Riverside Canal Extension

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

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

**No public 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:

**2.97 A Pasture  
.70 A Rio bed**

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

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

**No Crops**

