

20

RANCICH, T. D., et. ux., Agns

WARRANTY DEED

RIVERSIDE CANAL EXTENSION NO. 16(183)

0023-0087-0027-00

21-(27)

78

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. S. Roadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that T. D. Sanchez and Agna Sanchez, 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 Agna Sanchez 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 3rd day of April, 1940

Geo. S. Roadley  
Notary Public in & 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 recorded filed for record at my office at 8:30 o'clock 9 M., April 15, 1940 and is duly recorded in Vol. 664 of West Records Page No. 345

P. D. Louny By Miss W. Morrow Fees, \$        
County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

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

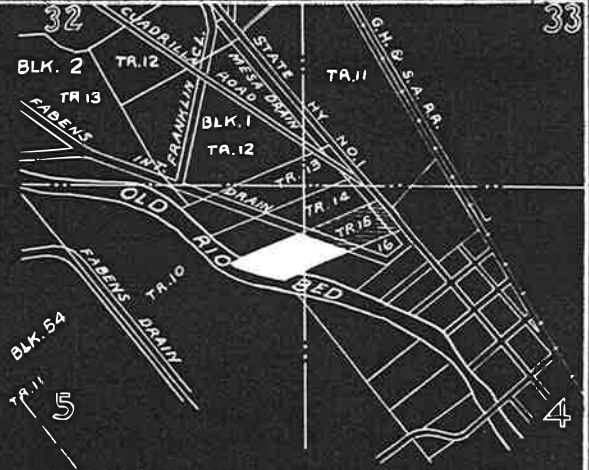
(Execute only on Returns Office copy)

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.

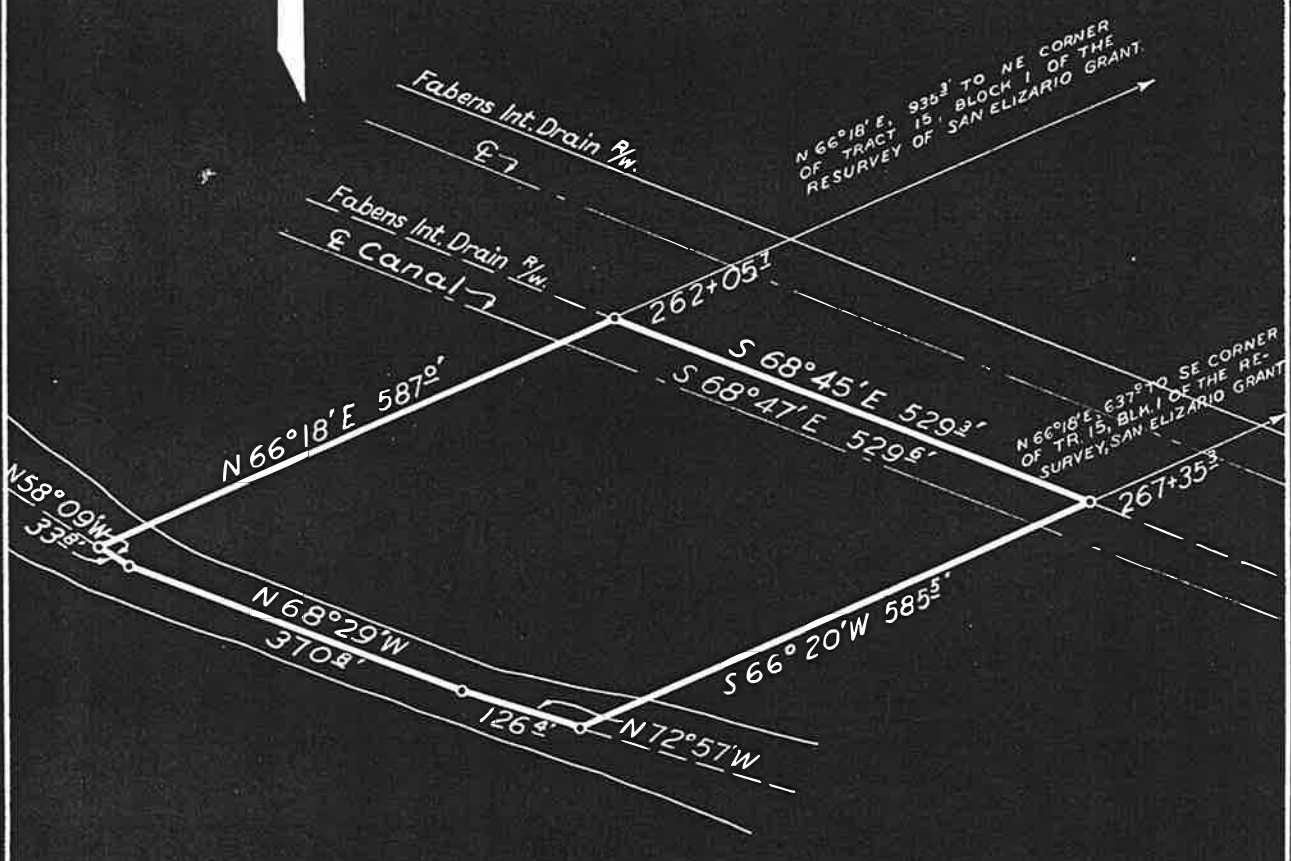
Bureau of Reclamation.

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

[OFFICIAL SEAL] My commission expires \_\_\_\_\_



Location Plat  
 Sections 465, T34S - R8E, USRS.  
 Tract 15, Block 1  
 Resurvey of San Elizario Grant  
 El Paso Co., Texas  
 Total R. of W. 5.11 Ac.



N 66° 18' E, 935' TO NE CORNER  
 OF TRACT 15, BLOCK 1 OF THE  
 RESURVEY OF SAN ELIZARIO GRANT

N 66° 18' E, 637' TO SE CORNER  
 OF TR. 15, BLM. 1 OF THE RE-  
 SURVEY, SAN ELIZARIO GRANT

SCALE 1" = 200'

16

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.J.G. APPROVED \_\_\_\_\_

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

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. R. Flock**

By \_\_\_\_\_  
Superintendent, Bureau of Reclamation.

Witnesses:

-----

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

**T. D. Vencilch**

Vendor.

-----

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

**Agas Vencilch**

Vendor.

-----

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

\*

Vendor.

-----

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

P. O. Address **Hubena, Texas**

Approved:

-----

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

4. Upon receipt of notice that this 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 herewith, including the conveyance made pursuant to this contract. *Provided*, that if the Vendor fails or refuses 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

**Three hundred fifty-four and 65/100 - - - - -** dollars

(**\$ 354.65**), 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 **April 1, 1940** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **April 1, 1940**; 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.

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,

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

~~Rio Grande~~

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **3rd** day of **April**, **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 **T. D. Lenoich**

and ~~Agnes Lenoich~~, his wife, hereinafter styled Vendor, of **Matamoras**, 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

**3 017** h property, situated in the County of **El Paso** State of **Texas**, to wit:

<sup>1</sup> Strike out clause regarding approval of supervisory officer if not applicable

Riverside Canal Extension  
Plat #16

A tract of land lying and situate in El Paso County, Texas, and in the Northwest quarter (NW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section four (4) and Northeast quarter (NE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section five (5), Township thirty-four (34) South, Range eight (8) East, Bureau of Reclamation survey; being also within Tract fifteen (15) Block one (1) and accretions 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:

Correct as to Engineering Data

Beginning at the point of intersection of the dividing line between Tracts fourteen (14) and fifteen (15) Block one (1) of the 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 Tract fifteen (15) Block one (1) of said official resurvey of the San Elizario Grant bears North sixty-six degrees (66°) eighteen minutes (18') East nine hundred thirty-five and three tenths (935.3) 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 five hundred twenty-nine and three tenths (529.3) feet to a point on the dividing line between Tracts fifteen (15) and sixteen (16) Block one (1) of said official resurvey of the San Elizario Grant and from which point the Southeast corner of said tract fifteen (15) bears North sixty-six degrees (66°) eighteen minutes (18') East six hundred thirty-seven (637) feet; thence South sixty-six degrees (66°) twenty minutes (20') West five hundred eighty-five and five tenths (585.5) feet along the dividing line and an extension thereof between said Tracts fifteen (15) and sixteen (16) 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 seventy-two degrees (72°) fifty-seven minutes (57') West one hundred twenty-six and four tenths (126.4) feet, North sixty-eight degrees (68°) twenty-nine minutes (29') West three hundred seventy and eight tenths (370.8) feet and North fifty-eight degrees (58°) nine minutes (09') West thirty-three and eight tenths (33.8) feet to a point where the said center line intersects the extension of the dividing line between Tracts fourteen (14) and fifteen (15) Block one (1) 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 five hundred eighty-seven (587) feet to the point of beginning. Said tract of land containing five and eleven hundredths (5.11) acres, more or less, all as shown on plat attached hereto and made a part hereof.

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

Plat #16

Feature Riverside Canal Extension Date Dec. 9 19 39

We, the undersigned appraisers, do hereby certify that we have carefully examined the tract or tracts of land, together with the improvements thereon, if any, and believed to belong to

**T. D. Sanchez**

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 # 1 San Elizario Grant Tract # 15

Containing 5.11 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

( )	Acres	at \$	per acre	
( )	Acres	at \$	per acre	
( )	<u>Pasture 4.67</u>	at \$ <u>75.00</u>	per acre	<u>350.25</u>
( )	<u>Rio Viejo 0.44</u>	at \$ <u>10.00</u>	per acre	<u>4.40</u>
( )	Acres	at \$	per acre	
( )	Acres	at \$	per acre	<u>354.65</u>

Land not under the Project: \_\_\_\_\_

Improvements: _____			
<u>None</u>			<u>354.65</u>

Grand Total

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. E. Ramsey**

**Geo. W. Hoadley**

Appraisers

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



DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated April 3, 1940; made by T. D. Rancied, et al  
involving purchase of 5.11 acres of land, for \$ 354.65  
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 land in Texas**

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

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

**4.67 acres pasture**  
**0.44 " River bed**

5. NO acres of the land are being irrigated and 4.67 additional acres are susceptible of irrigation under water right described as follows:

**Under El Paso County Water Improvement District No. 1**

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**

UNITED STATES  
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated April 3, 1940  
symbol and number 116r-1417; made by T. L. Rancich and Agnes Rancich  
amount involved, \$ 354.65; authority No. \_\_\_\_\_ or clearing account \_\_\_\_\_  
purpose Riverside Canal Extension  
Reference: \_\_\_\_\_

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

Place El Paso, Texas Date April 11, 1940

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

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

Place El Paso, Texas Date April 15, 1940

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

Inclousures:  
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.

Inclousures:  
Original and \_\_\_\_\_ copies of this form.  
Original and \_\_\_\_\_ copies of contract.

Washington, D. C., Date \_\_\_\_\_

5. On this date the above-described contract was executed, and bond, if any,  
approved by \_\_\_\_\_

DIRECTIONS, Commissioner.

# STATEMENT AND CERTIFICATE OF AWARD

No. 168-1417  
(Contract)  
Date April 5, 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 \_\_\_\_\_

Riverdale 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 Lock

(Signature of contracting officer)

Superintendent

(Title)

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

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated April 3, 1940, between the United States of America and T. D. Rancich and Agnes Rancich, his wife, is required for 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, \$354.65, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas this 11th day of April, 1940

L. R. Flock  
Project Superintendent  
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated April 3, 1940, between the United States of America, and T. D. Rancich and Agnes Rancich, 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 11th day of April, 1940

Geo. W. Goodley  
Right of Way Agent

**CERTIFICATE OF RECORD**

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

I, P. D. Lowry, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 15 day of April A. D. 1940, at 10:30 O'clock A. M. and duly recorded the 17 day of April A. D. 1940, at 8:30 O'clock A. M. in the Deed Records of said County, in volume 664 on page 345.

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

P. D. LOWRY, County Clerk

By Mrs. J. W. Morrow, Deputy

210 United States Court House  
El Paso, Texas

February 24, 1941

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated April 3, 1940, between the United States and T. D. Rancich et ux.; Area, 5.11 acres; Consideration, \$354.65; for Riverside Canal Extension - Rio Grande Project.

1. A good and sufficient title to the real property described in the above mentioned land purchase contract between the United States and T. D. Rancich and Agns Rancich, his wife, is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated February 10, 1941, from T. D. Rancich and Agns Rancich to the United States, and by policy of title insurance No. 8939 of the Commercial Standard Insurance Company of Fort Worth, Texas, countersigned February 12, 1941, by the Pioneer Abstract & Guarantee Title Company as agent.

2. All state and county taxes appear to have been paid to and including the year 1940. Taxes become a lien as of January 1 of the tax year but the taxing officials have not completed the tax rolls for the year 1941 and taxes for the year 1941 may therefore be disregarded. No District assessments for water charges will be made for 1941.

3. The consideration named in the contract, namely \$354.65, may now be paid to the United States' grantors, T. D. Rancich and Agns Rancich, Fabens, Texas, there being no deductions to be made from the purchase price.

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

- - -

In quadruplicate.

H. J. S. Devries.

List of vouchers related to Contract II6r-1417  
dated April 3, 1940 between United States of America  
and T. D. and Agne Rancich - Riverside Canal Extension  
Rio Grande Project

<u>Paying Office</u>	<u>Vo. No.</u>	<u>Date</u>	<u>Service</u>	<u>Amount</u>
Albuquerque, N. M.	19-63497	3-4-41	Land Purchase	\$354.65
"	19-61656	2-25-41	Policy of Title Insurance	30.00

- - - -



THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

Know all men by these presents;

T. D. Rancich and Agas Rancich, husband and wife,

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

Three hundred fifty-four and 65/100 (\$354.65) ----- 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

~~of the County of~~ ~~the State of~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land lying and situate in El Paso County, Texas, and in the Northwest quarter (NW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section four (4) and Northeast quarter (NE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section five (5), Township thirty-four (34) South, Range eight (8) East, Bureau of Reclamation survey; being also within Tract fifteen (15) Block one (1) and accretions thereto, of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930, and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at the point of intersection of the dividing line between Tracts fourteen (14) and fifteen (15) Block one (1) of the 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 Tract fifteen (15) Block one (1) of said official resurvey of the San Elizario Grant bears North sixty-six degrees (66°) eighteen minutes (18') East nine hundred thirty-five and three tenths (935.3) 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 five hundred twenty-nine and three tenths (529.3) feet to a point on the dividing line between Tracts fifteen (15) and sixteen (16) Block one (1) of said official resurvey of the San Elizario Grant and from which point the Southeast corner of said tract fifteen (15) bears North sixty-six degrees (66°) eighteen minutes (18') East six hundred thirty-seven (637) feet; thence South sixty-six degrees (66°) twenty minutes (20') West five hundred eighty-five and five tenths (585.5) feet along the dividing line and an extension thereof between said Tracts fifteen (15) and sixteen (16) 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 seventy-two degrees (72°) fifty-seven minutes (57') West one hundred twenty-six and four tenths (126.4) feet, North sixty-eight degrees (68°) twenty-nine minutes (29') West three hundred seventy and eight tenths (370.8) feet and North fifty-eight degrees (58°) nine minutes (09') West thirty-three and eight tenths (33.8) feet to a point where the said center line intersects the extension of the dividing line between Tracts fourteen (14) and fifteen (15) Block one (1) 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 five hundred eighty-seven (587) feet to the point of beginning; said tract of land containing five and eleven hundredths (5.11) acres, more or less; all as shown on plat attached to contract dated April 3, 1940, between the grantors and grantee herein, of record in Volume 664 on page 345 of Deed Records of El Paso County, Texas.

Correct as to Ingr. Data 202

and cancelled

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

T. D. Ransich

Before me

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

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

Given under my hand and seal of office this 10th day of February A. D. 1941

(SEAL)

Geo. W. Hoadley

Notary Public in & for El Paso Co., Texas.

Com. Ex. 6/1/41

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

Agnes Ransich

Before me

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

Agnes Ransich, wife of T. D. Ransich

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

Given under my hand and seal of office this 10th day of February A. D. 1941

(SEAL)

Geo. W. Hoadley

Notary Public in & for El Paso Co., Texas

Com. Ex. 6/1/41

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 10th day of Feb. A. D. 1941, with its certificate of authentication, was filed for record in my office this 12 day of Feb. A. D. 1941, at 3 o'clock P. M. and duly recorded the 19 day of Feb. A. D. 1941, at 9 o'clock A. M. in the records of said County, in Volume 582 on Pages 351

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 Mrs. J. W. Morrow, Deputy.

TO

Warranty Deed

Filed for Record the

day of 19

at o'clock and minutes M.

Clerk, County Court, El Paso County, Texas.

By Deputy.