780 RANCICH, T. D., et. ux., Agns WARRANTY DEED RIVERSIDE CANAL EXTENSION NO. 21 (183) 0023-0087-0050-00 21-(50) Texas 78

250.- RIO GRANDE ACQUISITION OF LANDS RANCICH, T. D. & AGNS 250.-

TRANSFER CASE

TRANSFER CASE

430.-

RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas. March 5, 1941.

4 & I

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers - Land Purchased from T. D. and Agns Rancich- Riverside Canal Extension - Rio Grande Project.

Abstract Examined by G. A. O.
Date 12/27/41

1. The following title papers, as required by the General Accounting Office to support G. F. Allen's voucher 19-63497 dated March 4, 1941, covering payment for the acquisition of land from T. D. and Agns Rancich for right of way in connection with Riverside Canal Extension are enclosed herewith.

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
List citing all related vouchers

- - - -

In duplicate
Enclosures-
As listed above

cc- Chief Engineer with copy of enclosures except Policy of Title Insurance

El Paso, Texas. March 5, 1941.

From Superintendent

To The Commissioner, Washington, D. C.

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Policy of Title Insurance
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- - - -

L R Fiock

In duplicate
Enclosures-
As listed above

cc- Chief Engineer with copy of enclosures except Policy of Title Insurance

MAR 10 '41 46217

TEXAS STANDARD FORM—Owner's Policy

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

POLICY No. 8989
O. T. NO. C/14248

AMOUNT $ 354.65

Commercial Standard Insurance Company

Fort Worth, Texas

Owner's Policy of Title Insurance

In consideration of the premium paid for this Policy of Insurance,
COMMERCIAL STANDARD INSURANCE COMPANY,
a Corporation, of Fort Worth, Texas,
Does Hereby Guarantee to

- - - - - - - - - - - - - - - UNITED STATES OF AMERICA - - - - - - - - - -
Its successors and assigns
(herein styled insured), ~~its heirs, executors, and administrators~~, that it has good and indefeasible title to the following described real property:

A tract of land lying and situate in El Paso County, Texas, and in the NW¼ of the NW¼ of Section 4 and NE¼ of the NE¼ of Section 5, Township 34 South, Range 8 East, Bureau of Reclamation survey; being also withing Tract 15 Block 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 a point of intersection of the dividing line between Tracts 14 and 15 Block 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 15 Block 1 of said official resurvey of the San Elizario Grant bears North 66° 18' East 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 68° 45' East 529.3 feet to a point on the dividing line between Tracts 15 and 16 Block 1 of said official resurvey of the San Elizario Grant and from which point the Southeast corner of said tract 15 bears North 66° 18' East 637 feet; thence South 66° 20' West 585.5 feet along the dividing line and an extension thereof between said Tracts 15 and 16 to the center of what formerly constituted the bed of the Rio Grande as the sam existed prior to the artificial rectification thereof; thence along the center line of said former river bed North 72° 57' West 126.4 feet, North 68° 29' West 370.8 feet and North 58° 09' West 33.8 feet to a point where the said center line intersects the extension of the dividing line between Tracts 14 and 15 Block 1 of said official resurvey of the San Elizario Grant; thence along said dividing line as extneded North 66° 18' East 587 feet to the point of beginning; said tract of land containing 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.

MAR 10 '41 46217

subject to:

1. Following liens: Taxes for the year 1941 and thereafter.

1-A Water charges for the year 1941 and thereafter.

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 United States of America.

5. All matters emanating from contracts with El Paso Valley Water Users Association.

6. Rights of any 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 - - - - - - - - - - - - - - - - - THREE HUNDRED FIFTY FOUR AND 65/100 ($354.65) - - - - -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 a 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.

L. G. Plummer — Secretary.

A. Morgan Newman — President.

Countersigned at El Paso, Texas this 12th day of February 1941

BY W. W. Newman Agent.

ATTEST:

B. E. Schwarzbach
Asst. Secy.

Commercial Standard Insurance Company

Fort Worth, Texas

OWNER'S POLICY
OF TITLE INSURANCE

To

UNITED STATES OF AMERIC

PROPERTY

Part of tract 15, Block1,
San Elizario Grant, El
Paso County, Texas.

This Policy is protected by a deposit
with the State Treasurer of Texas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

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. 8989 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.

W. J. Dennis

210 United States Court House
El Paso, Texas

February 24, 1941

From: District Counsel

To: Superintendent, El Paso, Texas.

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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.

WARRANTY DEED, SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT No. 38-A 14248 FOR SALE BY ELLIS BROS. PTG. CO., EL PASO

17358

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

T. D. Rancich and Agns 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~~ ~~and 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 (NW¼) of the Northwest quarter (NW¼) of Section four (4) and Northeast quarter (NE¼) of the Northeast quarter (NE¼) 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 Engr. Data R.O.W.

17358

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

T. D. Rancich and Agns 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~~ ~~and State of~~, all that certain

[illegible]

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

THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

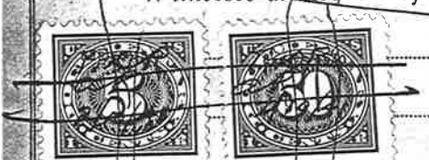
~~heirs~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS their hands at El Paso, Texas, this tenth day of February A. D. 1940.

~~Witnesses at Request of Grantor~~

X T. D. Rancich

X Agns Rancich



SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS, } Before me
County of El Paso.

a Notary Public in and for El Paso County, Texas, on this day personally appeared
T. D. Rancich

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. 1940

Geo W Hoadley
Notary Public in & for El Paso Co Texas

Com Ex 6/1/41

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS, } Before me
County of El Paso.

a Notary Public in and for El Paso County, Texas, on this day personally appeared
Agns Rancich, wife of T. D. Rancich

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 Agns Rancich 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. 1940.

Geo W Hoadley
Notary Public in & for El Paso Co Texas

Com Ex 6/1/41

CLERK'S CERTIFICATE

THE STATE OF TEXAS, } I, P. D. Lowry Clerk of the County Court
County of El Paso.

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 682 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 Ina J. W. Morrow, Deputy.

INDEXED

17358

COMPARED

XX T. D. Rancich

Agns "

TO

X

U S of A.

Warranty Deed

FILED FOR RECORD
FEB 12 1941
at 3 o'clock P M.
AND RECORDED
Feb 19, 1941
at 9 o'clock a M.
P. D. LOWRY, County Clerk
By Irene Lindsey Deputy.
Feb 12 1941

682 351

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
County of El Paso. } *Before me*

a Notary Public *in and for El Paso County, Texas, on this day personally appeared*
T. D. Rancich

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. 19*41

(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. } *Before me*

a Notary Public *in and for El Paso County, Texas, on this day personally appeared*
Agnes Rancich, *wife of* T. D. Rancich

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 Rancich *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. 19*41.

(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. 19*41*, with its certificate of authentication, was filed for record in my office this* 12 *day of* Feb. *, A. D. 19*41*, at* 3 *o'clock* P. *M. and duly recorded the* 19 *day of* Feb. *, A. D. 19*41*, at* 9 *o'clock* A. *M. in the records of said County, in Volume* 682 *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.*

Warranty Deed

TO

Filed for Record the ..... *day of* ..... *19*..... *at* ..... *o'clock and* ..... *minutes* ..... *M.*
..... *, Clerk,*
County Court, El Paso County, Texas.
By ..... *, Deputy.*

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

T. D. Kunzich and Agnes Kunzich, 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~~ ~~and 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 (NW¼) of the Northwest quarter (NW¼) of Section four (4) and Northeast quarter (NE¼) of the Northeast quarter (NE¼) 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:

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Correct as to Engr. Data

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents:

T. D. Rancich and Agns 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

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THE UNITED STATES OF AMERICA

~~the County of~~ ~~and 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:

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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

heirs and assigns forever, and do hereby bind

administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

THE UNITED STATES OF AMERICA, its successors

heirs 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 tenth day of February A. D. 1941.

Witnesses at Request of Grantor

(55¢ Int. Rev. Documentary Stamps affixed and cancelled)

T. D. Rancich

Agns Rancich

Collated as to

List of vouchers related to Contract I16r-1417
dated April 3, 1940 between United States of America
and T. D. and Agns Rancich - Riverside Canal Extenstion
Rio Grande Project

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

- - - -

MAR 10 '41 46217

List of vouchers related to Contract I16r-1417
dated April 3, 1940 between United States of America
and T. D. and Agns Rancich - Riverside Canal Extenstion
Rio Grande Project

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

- - - -

7—523t
August 1927
Approved by the Department
January 4, 1927

TRANSFER CASE

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 April 3, 1940
symbol and number I16r-1417; made by T. D. Rancich and Agns 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, Superintendent 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.

T. D. Rancich, Project Superintendent.

Inclosures:
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.

R. J. Stevens, 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 .....

DIRECTION

....., Commissioner.

6—7416

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.

U. S. GOVERNMENT PRINTING OFFICE 6—7416

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

STATEMENT AND CERTIFICATE OF AWARD

No. 116r-1417
(Contract)

Date April 3, 19 40

DEPARTMENT OF THE INTERIOR — BUREAU OF RECLAMATION — El Paso, Texas
(Department or establishment) — (Bureau or office) — (Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (*a*) After advertising by circular letters sent to _____ dealers.
   (*b*) And by notices posted in public places.

   (If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (*a*) (*b*)" or "2 (*a*)," depending on whether or not notices were posted.)

3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with _____
5. Without advertising, it being impracticable to secure competition because of _____
   Riverside Canal Extension
   (Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

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

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 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 Fiock — Superintendent
(Signature of contracting officer) — (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).

U. S. GOVERNMENT PRINTING OFFICE 6—8090

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 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, ~~by~~ represented by the officer executing this contract ~~, Superintendent, Bureau of Reclamation, thereunto duly authorized, and subject to the approval of the proper supervisory officer thereof,~~[1] and T. D. Rancich and Agnes Rancich, his wife, hereinafter styled Vendor, of Fabens, 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 (General warranty, covenant against grantor, or quitclaim) deed, convey to the United States, free of lien or encumbrance, the following-described real estate which is Sh air (Homestead, community, separate) property, situated in the County of El Paso State of Texas, to wit:

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

6—8068

4. ~~Upon this contract shall have been approved on behalf of the Bureau of Reclamation, the Vendor shall furnish to the United States, promptly, a complete abstract showing the said property, which shall be extended by the Vendor to include each instrument affecting said property made or connected therewith, including the conveyance and warrant to this contract, and the Vendor shall or refuse to furnish such abstract of title within sixty days after the date of such approval, such abstract may be procured by the United States and the expense thereof and the cost thereof shall be paid by the United States out of the appropriation under which the contract of sale 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 45/100 - - - - - - - dollars

($ 354.45), 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, 1949 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop thereon until April 1, 1949 ; 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.

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—8068

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. R. Fiock
Superintendent, Bureau of Reclamation.

P. O. Address

T. D. Ranelich
Vendor.

P. O. Address

Agnes Ranelich
Vendor.

P. O. Address

Vendor.

P. O. Address

P. O. Address Fabens, Texas

Approved:

(Date) , 193

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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. W. Hoadley, a Notary Public in and for said county, in the State aforesaid, do hereby certify that T. D. Rancich and Agns Rancich, his wife who are personally known to me to be the person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that t he y signed, sealed, and delivered said instrument of writing as t h elf free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Agns Rancich 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, ~~193~~ 1940

(SEAL) [SEAL]

Geo. W. Hoadley
~~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 } ss:

I hereby certify that this instrument was filed for record at my office at 10:30 o'clock a M., april 15, ~~193~~ 1940 and is duly recorded in Vol. 664 of Deed Records Page No. 345

P D Lowry
County Recorder.

By J W Morrow Fees, $ 1.50

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF TEXAS
COUNTY OF EL PASO } 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 T. D. Rancich and Agns Rancich that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said T. D. Rancich and Agns Rancich, 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 R Fiock
Superintendent Bureau of Reclamation.

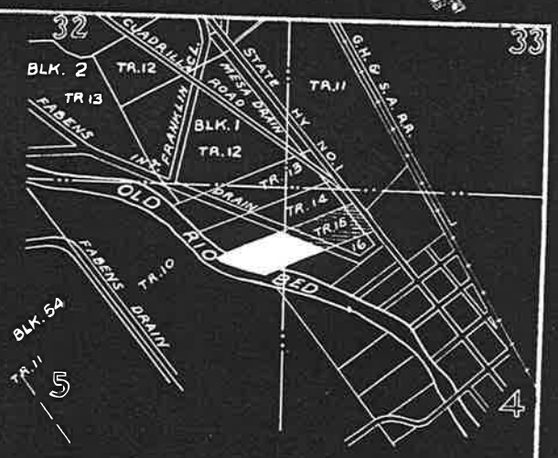
Subscribed and sworn to before me at El Paso, Texas

this 11th day of April, A. D. ~~193~~ 1940

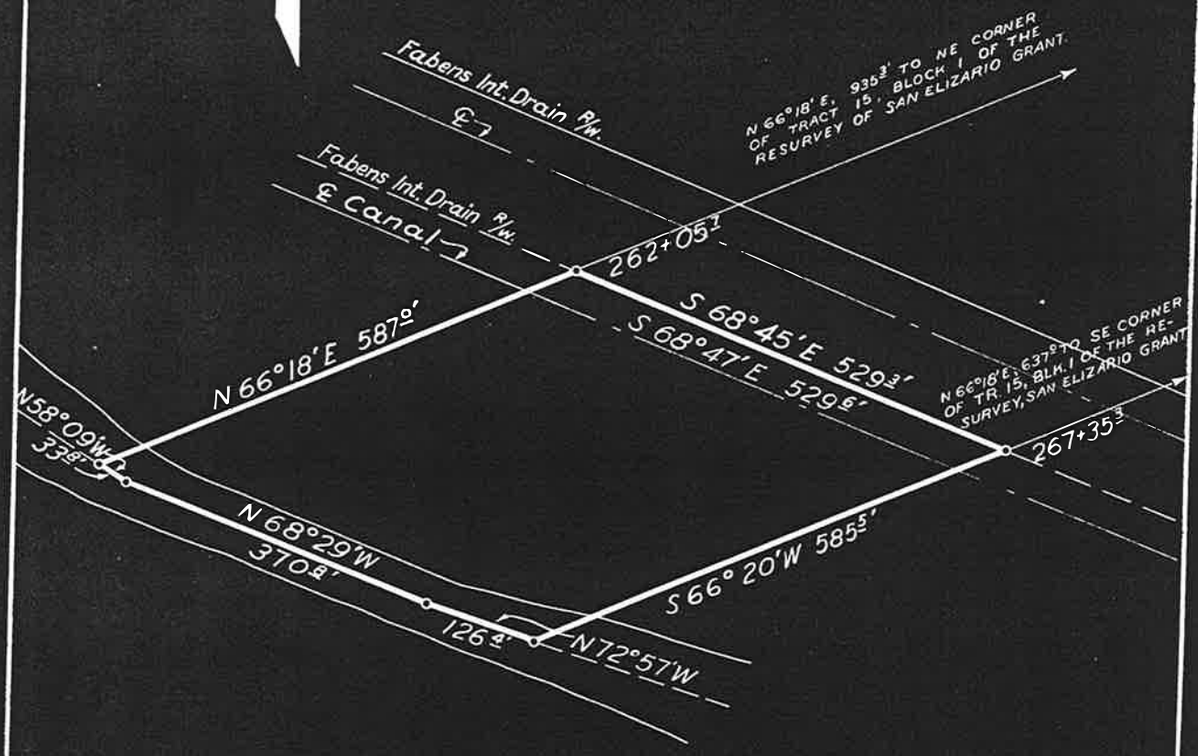
Geo. W. Hoadley
~~Notary Public in and for El Paso Co. Texas~~

[OFFICIAL SEAL] My commission expires 6/1/41

U.S. GOVERNMENT PRINTING OFFICE. 6—8068



Location Plat
Sections 4&5, T34S-R8E, U.S.R.S.
Tract 15, Block 1
Resurvey of San Elizario Grant
El Paso Co., Texas
Total R. of W. 5.11 Ac.



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-L-131 | EL PASO, TEX. OCT. 1939.

Riverside Canal Extension
Plat #16

A tract of land lying and situate in El Paso County, Texas, and in the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section four (4) and Northeast quarter (NE¼) of the Northeast quarter (NE¼) 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:

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.

Correct as to Engineering Data

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

8. The land is leased to no lessee whose lease expires ..... Arrangements as follows have been made with him for release of his interest:

9. From a personal examination of the land I find that the contractor named in the contract is in actual, sole and exclusive possession of the land, claiming to own the same; and that no person claiming a right in such land adverse to the contractor is in possession of any part of it.

Dated April 11, 19 40

(Signature) Geo. W. Hoadley

(Title) Right of Way Agent

Approved:

L R Fiock

Project Superintendent.

6—7381 U. S. GOVERNMENT PRINTING OFFICE: 1937

Form 7-281
(July, 1927)

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. Rancich, et ux 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:

6—7381

No crops

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Plat #16

Land Classification and Valuation Report

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. Rancich

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 # ~~I San Elizario Grant~~ Tract # 15
Containing ~~5.11~~ Acres more or less, under
~~XXXXXXXXX~~ (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 $
( ) ~~Pasture 4.67~~ Acres at $ ~~75.00~~ per acre $ ~~350.25~~
( ) Acres at $ per acre $
( ) ~~Rio Vieje 0.44~~ Acres at $ ~~10.00~~ per acre $ ~~4.40~~
( ) Acres at $ per acre $ $ 354.65
( ) Acres at $ per acre $

Land not under the Project:

Improvements: $
None $
$ 354.65
$

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. K. Ramsey Geo. W. Hoadley
Appraisers

Approved:

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 Agns 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. Fiock
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 8, 1940, between the United States of America, and T. D. Rancich and Agns 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. Boadley
Right of Way Agent

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 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, and T. D. Rancich and Agns Rancich, his wife, hereinafter styled Vendor, of Fabens, 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 (General warranty, covenant against grantor, or quitclaim) deed, convey to the United States, free of lien or encumbrance, the following-described real estate which is their (Homestead, community, separate) property, situated in the County of El Paso State of Texas, to wit:

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

6—8068

4. ~~[illegible]~~

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

One hundred fifteen and 05/100 - - - - - dollars

($ 115.05), 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.

Three tracts of land lying and situate in El Paso County, Texas and in the North half (N½) of Section five (5) Township thirty-four (34) South, and the Southeast quarter (SE¼) of the Southwest quarter (SW¼) of Section thirty-two (32) Township thirty-three (33) South, Range eight (8) East Bureau of Reclamation Survey; being also within survey sixty-nine (69) of the Island San Elizario Grant and Tract ten (10) and accretion thereto, Block fifty-four (54) 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:

Correct as to Engineering Data G.O.A.

Tract 1 - Beginning at a point on the dividing line between tracts ten (10) and eleven (11) as extended northerly, Block fifty-four (54) of the said official resurvey of the San Elizario Grant and from which point the most southerly corner of said tract ten (10) bears South thirty-seven degrees (37°) fourteen minutes (14') East four thousand five hundred sixty-eight and five tenths (4568.5) feet; thence North thirty-seven degrees (37°) fourteen minutes (14') West sixty-seven and one tenth (67.1) feet along the dividing line as extended between said tracts ten (10) and eleven (11) 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 South eighty-two degrees (82°) thirty-two minutes (32') East seventy and nine tenths (70.9) feet South eighty-seven degrees (87°) forty-five minutes (45') East one hundred fifty-three and one tenth (153.1) feet and South eighty-six degrees (86°) fifty-two minutes (52') East one hundred fifty-five (155) feet; thence South eighty-four (84°) degrees fifty-three minutes (53') West three hundred thirty-eight and five tenths (338.5) feet to the point of beginning. Said tract of land containing twenty-one hundredths (0.21) 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 in the center of what formerly constituted the Rio Grande as the same existed prior to the artificial rectification thereof and from which point the most southerly corner of Tract ten (10) Block fifty-four (54) of said official resurvey of the San Elizario Grant bears South thirty degrees (30°) fifteen minutes (15') fifty-two seconds (52") East four thousand two hundred eighteen and three hundredths (4218.03) feet; thence along the center line of the said former river bed South seventy-eight degrees (78°) forty minutes (40') East three hundred seventy-two and two tenths (372.2) feet; South sixty-eight degrees (68°) forty minutes (40') East two hundred seventy-four and eight tenths (274.8) feet; South sixty-one degrees (61°) fourteen minutes (14') East one hundred seventy-four and five tenths (174.5) feet South fifty-five degrees (55°) thirty-four minutes (34') East one hundred sixty-nine and seven tenths (169.7) feet and South fifty-two degrees (52°) twenty-five minutes (25') East five and six tenths (5.6) feetto a point from which the most easterly corner of Tract ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant bears South forty-six degrees (46°), fifty-eight minutes (58') fifty seconds (50") East three thousand three hundred ninety-four and fifty-eight hundredths (3394.58) feet; thence North sixty-eight degrees (68°) forty-seven minutes (47') West nine hundred eighty-five (985) feet to the point of beginning. Said tract of land containing ninety-six hundredths (0.96) of an acre, more or less. Shown as Parcel No. 2 on plat

South seventy-eight degrees (78°) forty minutes (40') East three hundred seventy-two and two tenths (372.2) feet; South sixty-eight degrees (68°) forty minutes (40') East two hundred seventy-four and eight tenths (274.8) feet; South sixty-one degrees (61°) fourteen minutes (14') East one hundred seventy-four and five tenths (174.5) feet South fifty-five degrees (55°) thirty-four minutes (34') East one hundred sixty-nine and seven tenths (169.7) feet and South fifty-two degrees (52°) twenty-five minutes (25') East five and six tenths (5.6) feetto a point from which the most easterly corner of Tract ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant bears South forty-six degrees (46°) fifty-eight minutes (58') fifty seconds (50") East three thousand three hundred ninety-four and fifty-eight hundredths (3394.58) feet; thence North sixty-eight degrees (68°) forty-seven minutes (47') West nine hundred eighty-five (985) feet to the point of beginning. Said tract of land containing ninety-six hundredths (0.96) of an acre, more or less. Shown as Parcel No. 2 on plat attached hereto and made a part hereof.

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. R. Fiock
Superintendent, Bureau of Reclamation.

P. O. Address .....

T. D. Rancich
Vendor.

P. O. Address .....

Agns Rancich
Vendor.

P. O. Address .....

Vendor.

P. O. Address .....

P. O. Address Fabens, Texas

Approved:

(Date) ....., 193

6—8068

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. W. Hoadley, a Notary Public in and for said county, in the State aforesaid, do hereby certify that T. D. Rancich and Agns Rancich, his wife who are personally known to me to be the person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that t he y signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Agns Rancich 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 ~~193~~

[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 } ss:

I hereby certify that this instrument was filed for record at my office at 10:30 o'clock A M., April 15, ~~193~~ 1940 and is duly recorded in Vol. 664 of Deed Records Page No. 495

P D Loury
County Recorder.

By J W Morrow Fees, $

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF TEXAS
COUNTY OF EL PASO } 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 T. D. Rancich and Agns Rancich, his wife that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said T. D. Rancich and Agns Rancich, his wife, 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 R Fiock
Superintendent
Bureau of Reclamation.

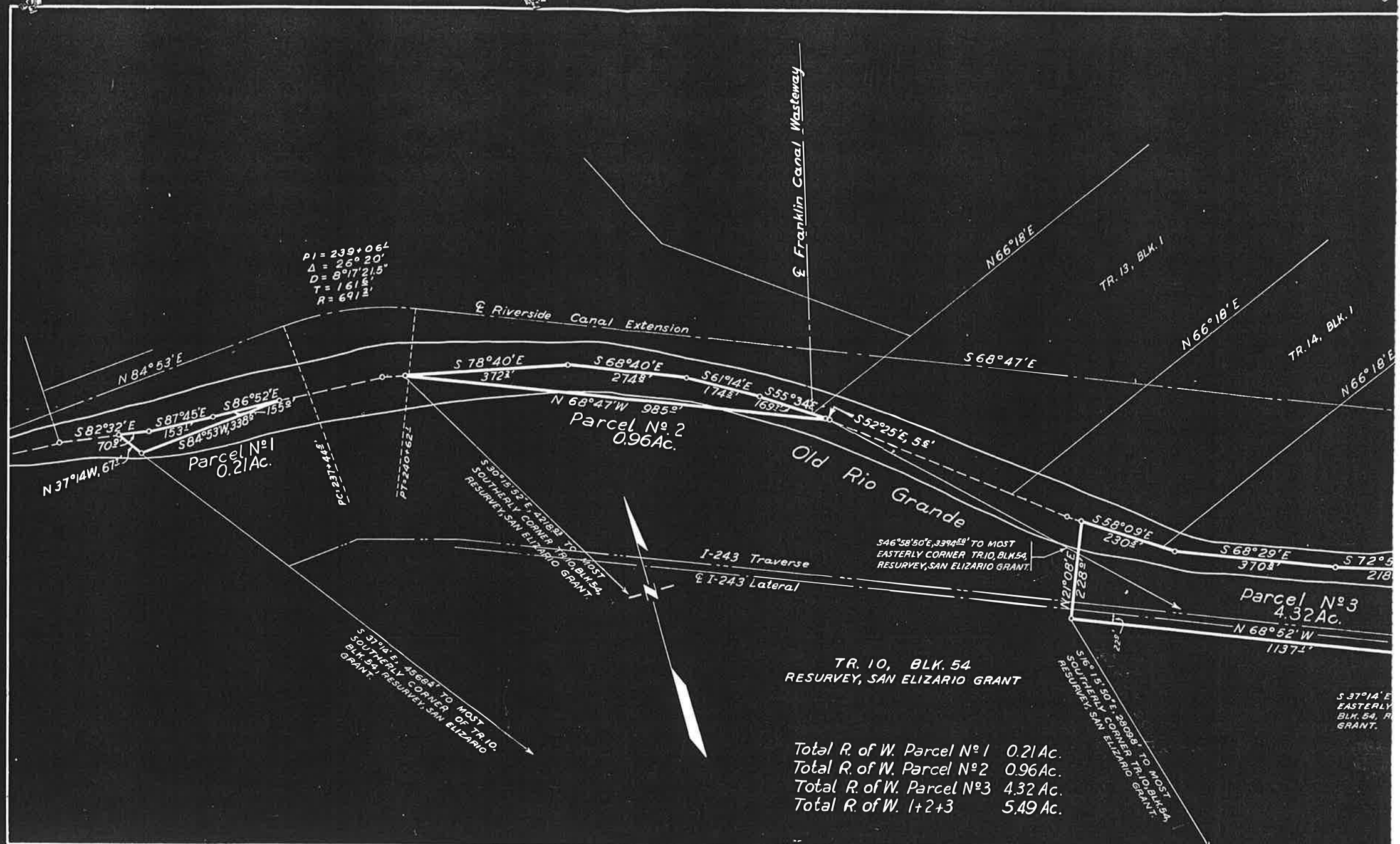
Subscribed and sworn to before me at El Paso, Texas this 11th day of April, A. D. 1940 ~~193~~

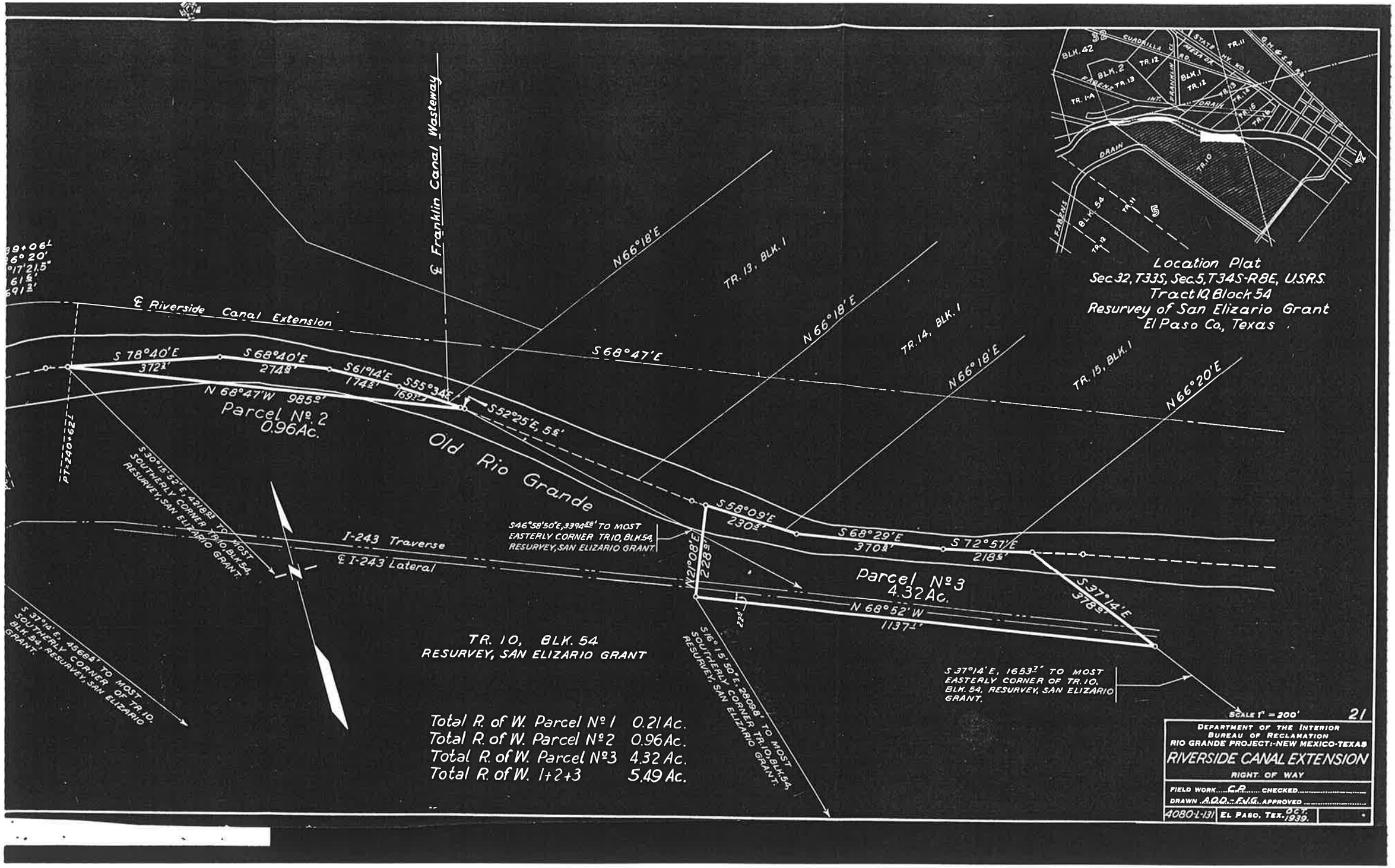
Geo. W. Hoadley
Notary Public in and for El Paso Co. Texas

[OFFICIAL SEAL]

My commission expires 6/1/41

U. S. GOVERNMENT PRINTING OFFICE: 6—8068


PI = 239+06
Δ = 26° 20'
D = 8°17'21.5"
T = 161.5'
R = 691.2'
℄ Riverside Canal Extension
℄ Franklin Canal Wasteway
N 84° 53' E
S 82°32' E
70.9'
S 87°45' E
153.1'
S 86°52' E
155.2'
S 84°53' W, 338.8'
N 37°14' W, 67.1'
Parcel Nº 1
0.21 Ac.
PC = 237+44.5'
PT = 240+62.1'
S 78°40' E
372.1'
S 68°40' E
274.8'
S 61°14' E
174.3'
S 55°34' E
169.1'
S 52°25' E, 5.5'
N 68°47' W 985.2'
Parcel Nº 2
0.96 Ac.
S 68°47' E
N 66°18' E
TR. 13, BLK. 1
TR. 14, BLK. 1
Old Rio Grande
S 30°15'52" E, 421.82' TO MOST SOUTHERLY CORNER TR. 10, BLK. 54 RESURVEY, SAN ELIZARIO GRANT.
S 46°58'50" E, 3394.58' TO MOST EASTERLY CORNER TR. 10, BLK. 54 RESURVEY, SAN ELIZARIO GRANT.
I-243 Traverse
℄ I-243 Lateral
S 58°09' E
230.3'
S 68°29' E
370.1'
S 72°5
218
N 21°08' E
228.9'
Parcel Nº 3
4.32 Ac.
N 68°52' W
1137.1'
S 37°14' E, 456.84' TO MOST SOUTHERLY CORNER OF TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT.
TR. 10, BLK. 54
RESURVEY, SAN ELIZARIO GRANT
S 16°15'50" E, 280.98' TO MOST SOUTHERLY CORNER TR. 10, BLK. 54 RESURVEY, SAN ELIZARIO GRANT.
S 37°14' E
EASTERLY
BLK. 54, R
GRANT.
Total R. of W. Parcel Nº 1 0.21 Ac.
Total R. of W. Parcel Nº 2 0.96 Ac.
Total R. of W. Parcel Nº 3 4.32 Ac.
Total R. of W. 1+2+3 5.49 Ac.


Location Plat
Sec. 32, T33S, Sec. 5, T34S-R8E, U.S.R.S.
Tract 10, Block 54
Resurvey of San Elizario Grant
El Paso Co., Texas
℄ Franklin Canal Wasteway
℄ Riverside Canal Extension
N 66°18'E
TR. 13, BLK. 1
TR. 14, BLK. 1
TR. 15, BLK. 1
N 66°20'E
S 68°47'E
S 78°40'E 372.1'
S 68°40'E 274.8'
S 61°14'E 174.2'
S 55°34'E 169.1'
S 52°25'E, 5.5'
N 68°47'W 985.2'
Parcel No. 2
0.96 Ac.
Old Rio Grande
S 30°15'52"E, 4218.82' TO MOST SOUTHERLY CORNER TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT.
S 37°14'E, 4568.3' TO MOST SOUTHERLY CORNER OF TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT.
I-243 Traverse
℄ I-243 Lateral
S 46°58'50"E, 3394.58' TO MOST EASTERLY CORNER TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT.
S 58°09'E 230.3'
S 68°29'E 370.8'
S 72°51'E 218.5'
S 37°14'E 378.3'
N 21°08'E 228.9'
22°
N 68°52'W 1137.1'
Parcel No. 3
4.32 Ac.
S 16°15'50"E, 2808.8' TO MOST SOUTHERLY CORNER TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT.
S 37°14'E, 1653.2' TO MOST EASTERLY CORNER OF TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT.
TR. 10, BLK. 54
RESURVEY, SAN ELIZARIO GRANT
Total R. of W. Parcel No. 1 0.21 Ac.
Total R. of W. Parcel No. 2 0.96 Ac.
Total R. of W. Parcel No. 3 4.32 Ac.
Total R. of W. 1+2+3 5.49 Ac.
SCALE 1" = 200'
21
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-L-131
EL PASO, TEX. OCT. 1939.

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

STATEMENT AND CERTIFICATE OF AWARD

No. 116r-1416
(Contract)

Date April 3, 19 40

DEPARTMENT OF THE INTERIOR — (Department or establishment)

BUREAU OF RECLAMATION — (Bureau or office)

El Paso, Texas — (Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (*a*) After advertising by circular letters sent to _____ dealers.
   (*b*) And by notices posted in public places.

   (If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (*a*) (*b*)" or "2 (*a*)," depending on whether or not notices were posted.)

3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with _____
5. Without advertising, it being impracticable to secure competition because of Riverside Canal Extension

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

AWARD OF CONTRACT

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

CERTIFICATE

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

L R Fiock — (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).

U. S. GOVERNMENT PRINTING OFFICE 6—8090

Form 7-281
(July, 1927)

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated 4/3/40; made by T. D. Rancich and agns Rancich, his wife involving purchase of 5.49 acres of land, for $ 115.05; 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:

0.08 acres cultivated
2.44 " uncultivated
1.97 acres River bed
1.00 " lateral

5. 0.08 acres of the land are being irrigated and 2.44 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:

6—7381

No allowance for crops

Plat #21

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

Feature Riverside Canal Extension Date December 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

Anton Rancich

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 # Blk. 54, San Elizario Grant Tract # 10
Containing 5.49 Acres ____ more or less, under
~~(not under)~~ the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges

( )	0.08	Acres	at $ 250.00	per acre	$ 20.00	
( )		Acres	at $	per acre	$	
( )		Acres	at $	per acre	$	
( )		Acres	at $	per acre	$	
( )		Acres	at $	per acre	$	$ 20.00

Class 2. Suspended

( )	Borrow Pits	0.67	Acres at	$ 20.00	per acre	$ 13.40	
( )	Pasture	1.71	Acres at	$ 35.00	per acre	$ 59.85	
( )	Rio Viejo	1.97	Acres at	$ 10.00	per acre	$ 19.70	
( )	Pasture	.06	Acres at	$ 35.00	per acre	$ 2.10	
( )	Lateral	1.00	Acres at	$ 0.00	per acre	$	
( )			Acres at	$	per acre	$	
( )			Acres at	$	per acre	$	$ 95.05

Land not under the Project:

Improvements:

	$	
	$	
	$	
	$	$ 115.05

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. K. Ramsey . Geo. A. Hoadley
Appraisers

Approved:

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated April 3rd, 1940, between the United States of America, and T. D. Rancich and Agns 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, $115.05, 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. Fiock
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 Agns Rancich, his wife, and 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. A. Moadley
Right of Way Agent

List of vouchers related to the acquisition of
land covered by Contract I16r-1416 dated April 3, 1940
between the United States and T. D. and Agns Rancich
for Riverside Canal Extension - Rio Grande Project

Albuquerque, N. M.	19-63498	3/4/1941	Land Purchase	$115.05
"	19-61656	2-25-41	Policy of Title Insurance	30.00

- - - -

List of vouchers related to the acquisition of
land covered by Contract I16r-1416 dated April 3, 1940
between the United States and T. D. and Agns Rancich
for Riverside Canal Extension - Rio Grande Project

Albuquerque, N. M.	19-63498	3/4/1941	Land Purchase	$115.05
"	19-61656	2-25-41	Policy of Title Insurance	30.00

- - - -

MAR 10 '41 46216

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
County of El Paso. } Before me

a Notary Public in and for El Paso County, Texas, on this day personally appeared T. D. Rancich

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. 19 41

Mrs. Willie H. Powell

(SEAL)

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
County of El Paso. } Before me

a Notary Public in and for El Paso County, Texas, on this day personally appeared Agns Rancich, wife of T. D. Rancich

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 Agns Rancich 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. 19 41.

Mrs. Willie H. Powell

(SEAL)

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. 19 41, with its certificate of authentication, was filed for record in my office this 12 day of Feb., A. D. 19 41, at 3 o'clock P. M. and duly recorded the 19 day of Feb., A. D. 19 41, at 9 o'clock A. M. in the records of said County, in Volume 682 on Pages 353

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.

T. D. RANCICH
AGNS "
TO
U.S. of A.

Warranty Deed

Filed for Record the Feb. 12, 1941
day of 19
at 3 o'clock and 0 minutes P. M.
P. D. Lowry, Clerk,
County Court, El Paso County, Texas.
By Marie Grady, Deputy.

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

THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

~~XXXX~~ *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* **tenth** *day of* February *A. D. 19*40.

Witnesses at Request of Grantor

(55¢ Int. Rev. Documentary stamps affixed and cancelled)

T. D. Rancich

Agns Rancich

Tract 3 - Beginning at a point on the dividing line between Tracts nine (9) and ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant and from which point the most easterly corner of said Tract ten (10) bears South thirty-seven degrees (37°) fourteen minutes (14') East one thousand six hundred fifty-three and seven tenths (1653.7) feet; thence North sixty-eight degrees (68°) fifty-two minutes (52') West one thousand one hundred thirty-seven and one tenth (1137.1) feet to a point from which the most southerly corner of Tract ten (10) Block fifty-four (54) of said official resurvey of the San Elizario Grant bears South sixteen degrees (16°) fifteen minutes (15') fifty seconds (50") East two thousand eight hundred nine and eight tenths (2809.8) feet; thence North twenty-one degrees (21°) eight minutes (08') East two hundred twenty-eight (228) feet to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed South fifty-eight degrees (58°) nine minutes (09') East two hundred thirty and five tenths (230.5) feet; South sixty-eight degrees (68°) twenty-nine minutes (29') East three hundred seventy and eight tenths (370.8) feet and South seventy-two degrees (72°) fifty-seven minutes (57') East two hundred eighteen and six tenths (218.6) feet to a point where the said center line intersects the extension of the dividing line between Tracts nine (9) and ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant; thence along said dividing line extended South thirty-seven degrees (37°) fourteen minutes (14') East three hundred seventy-eight (378) feet to the point of beginning. Said tract of land containing four and thirty-two hundredths (4.32) acres, more or less. Shown as Parcel No. 3 on plat attached ~~xxxx~~to and made a part of ~~xxxxxx~~ contract dated April 3, 1940, between the grantors and grantee herein, of record in Volume 664 at page 495, of Deed Records of El Paso County, Texas.

Corredt as to Engineering Data O.K.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

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

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

One hundred fifteen and 5/100 ($115.05) - - - - - - - - - - - - - - - - - - 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

~~[illegible]~~ ~~[illegible]~~, 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:

Three tracts of land lying and situate in El Paso County, Texas and in the North half (N½) of Section five (5) Township thirty-four (34) South, and the Southeast quarter (SE¼) of the Southwest quarter (SW¼) of Section thirty-two (32) Township thirty-three (33) South, Range eight (8) East Bureau of Reclamation Survey; being also within survey sixty-nine (69) of the Island San Elizario Grant and Tract ten (10) and accretion thereto, Block fifty-four (54) 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 tracts ten (10) and eleven (11) as extended northerly, Block fifty-four (54) of the said official resurvey of the San Elizario Grant and from which point the most southerly corner of said tract ten (10) bears South thirty-seven degrees (37°) fourteen minutes (14') East four thousand five hundred sixty-eight and five tenths (4568.5) feet; thence North thirty-seven degrees (37°) fourteen minutes (14') West sixty-seven and one tenth (67.1) feet along the dividing line as extended between said tracts ten (10) and eleven (11) 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 South eighty-two degrees (82°) thirty-two minutes (32') East seventy and nine tenths (70.9) feet South eighty-seven degrees (87°) forty-five minutes (45') East one hundred fifty-three and one tenth (153.1) feet and South eighty-six degrees (86°) fifty-two minutes (52') East one hundred fifty-five (155) feet; thence South eighty-four (84°) degrees fifty-three minutes (53') West three hundred thirty-eight and five tenths (338.5) feet to the point of beginning. Said tract of land containing twenty-one hundredths (0.21) of an acre, more or less. Shown as Parcel No. 1 on plat attached ~~here~~ to and made a part ~~here~~ of contract dated April 3, 1940, recorded in Vol. 664, page 495, Deed Records of El Paso County, Texas.

Tract 2 - Beginning at a point in the center of what formerly constituted the Rio Grande as the same existed prior to the artificial rectification thereof and from which point the most southerly corner of Tract ten (10) Block fifty-four (54) of said official resurvey of the San Elizario Grant bears South thirty degrees (30°) fifteen minutes (15') fifty-two seconds (52") East four thousand two hundred eighteen and three hundredths (4218.03) feet; thence along the center line of the said former river bed South seventy-eight degrees (78°) forty minutes (40') East three hundred seventy-two and two tenths (372.2) feet; South sixty-eight degrees (68°) forty minutes (40') East two hundred seventy-four and eight tenths (274.8) feet; South sixty-one degrees (61°) fourteen minutes (14') East one hundred seventy-four and five tenths (174.5) feet South fifty-five degrees (55°) thirty-four minutes (34') East one hundred sixty-nine and seven tenths (169.7) feet and South fifty-two degrees (52°) twenty-five minutes (25') East five and six tenths (5.6) feetto a point from which the most easterly corner of Tract ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant bears South forty-six degrees (46°) fifty-eight minutes (58') fifty seconds (50") East three thousand three hundred ninety-four and fifty-eight hundredths (3394.58) feet; thence North sixty-eight degrees (68°) forty-seven minutes (47') West nine hundred eighty-five (985) feet to the point of beginning. Said tract of land containing ninety-six hundredths (0.96) of an acre, more or less. Shown as Parcel No. 2 on plat attached ~~here~~ to and made a part ~~hereof~~ of contract dated April 3, 1940, between the grantors and grantee herein, of record in Volume 664, at page 495, of Deed Records of El Paso County, Texas.

Correct as to Engineering Data

MAR 10 '41 46216

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS, }
County of El Paso. } Before me

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

T. D. Rancich

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

Mrs Theresa Powell

Opinion of A. G. and certificate of title examined.

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS, }
County of El Paso. } Before me

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

Agns Rancich, wife of T. D. Rancich

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

Agns Rancich 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

Mrs. Theresa Powell

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 682 on Pages 353

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. M. Monson, Deputy.

INDEXED

COMPARED 173 60

T. D. Rancich
Agns "
TO
U S of A.

FILED for RECORD
FEB 12 1941
3 O'CLOCK P M.

Filed for Record the 9 O'CLOCK A M.
Feb 19, 1941

AND RECORDED
P. D. LOWRY County Clerk
Minutes
at 9 o'clock and 19 M.
BY DEPUTY

County Court, El Paso County, Texas, Clerk,
By Feb 19 1941, Deputy.

682 / 353

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

THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

~~heirs~~ *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* tenth *day of* February *A. D. 1940.*

Witnesses at Request of Grantor

X T. D. Ramich

X Agnes Ramich

Tract 3 - Beginning at a point on the dividing line between Tracts nine (9) and ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant and from which point the most easterly corner of said Tract ten (10) bears South thirty-seven degrees (37°) fourteen minutes (14') East one thousand six hundred fifty-three and seven tenths (1653.7) feet; thence North sixty-eight degrees (68°) fifty-two minutes (52') West one thousand one hundred thirty-seven and one tenth (1137.1) feet to a point from which the most southerly corner of Tract ten (10) Block fifty-four (54) of said official resurvey of the San Elizario Grant bears South sixteen degrees (16°) fifteen minutes (15') fifty seconds (50") East two thousand eight hundred nine and eight tenths (2809.8) feet; thence North twenty-one degrees (21°) eight minutes (08') East two hundred twenty-eight (228) feet to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed South fifty-eight degrees (58°) nine minutes (09') East two hundred thirty and five tenths (230.5) feet; South sixty-eight degrees (68°) twenty-nine minutes (29') East three hundred seventy and eight tenths (370.8) feet and South seventy-two degrees (72°) fifty-seven minutes (57') East two hundred eighteen and six tenths (218.6) feet to a point where the said center line intersects the extension of the dividing line between Tracts nine (9) and ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant; thence along said dividing line extended South thirty-seven degrees (37°) fourteen minutes (14') East three hundred seventy-eight (378) feet to the point of beginning. Said tract of land containing four and thirty-two hundredths (4.32) acres, more or less. Shown as Parcel No. 3 on plat attached ~~here~~to and made a part ~~here~~of contract dated April 3, 1940, between the grantors and grantee herein, of record in Volume 664 at page 495, of Deed Records of El Paso County, Texas.

Corredt as to Engineering Data

17360

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

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

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

One hundred fifteen and 5/100 ($115.05) - - - - - - - - - - - - - - - - - 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~~ ~~and 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:

Three tracts of land lying and situate in El Paso County, Texas and in the North half (N½) of Section five (5) Township thirty-four (34) South, and the Southeast quarter (SE¼) of the Southwest quarter (SW¼) of Section thirty-two (32) Township thirty-three (33) South, Range eight (8) East Bureau of Reclamation Survey; being also within survey sixty-nine (69) of the Island San Elizario Grant and Tract ten (10) and accretion thereto, Block fifty-four (54) 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 tracts ten (10) and eleven (11) as extended northerly, Block fifty-four (54) of the said official resurvey of the San Elizario Grant and from which point the most southerly corner of said tract ten (10) bears South thirty-seven degrees (37°) fourteen minutes (14') East four thousand five hundred sixty-eight and five tenths (4568.5) feet; thence North thirty-seven degrees (37°) fourteen minutes (14') West sixty-seven and one tenth (67.1) feet along the dividing line as extended between said tracts ten (10) and eleven (11) 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 South eighty-two degrees (82°) thirty-two minutes (32') East seventy and nine tenths (70.9) feet South eighty-seven degrees (87°) forty-five minutes (45') East one hundred fifty-three and one tenth (153.1) feet and South eighty-six degrees (86°) fifty-two minutes (52') East one hundred fifty-five (155) feet; thence South eighty-four (84°) degrees fifty-three minutes (53') West three hundred thirty-eight and five tenths (338.5) feet to the point of beginning. Said tract of land containing twenty-one hundredths (0.21) of an acre, more or less. Shown as Parcel No. 1 on plat attached ~~here~~ to and made a part ~~here~~ of contract dated April 3, 1940, recorded in Vol. 664, page 495, Deed Records of El Paso County, Texas.

Tract 2 - Beginning at a point in the center of what formerly constituted the Rio Grande as the same existed prior to the artificial rectification thereof and from which point the most southerly corner of Tract ten (10) Block fifty-four (54) of said official resurvey of the San Elizario Grant bears South thirty degrees (30°) fifteen minutes (15') fifty-two seconds (52") East four thousand two hundred eighteen and three hundredths (4218.03) feet; thence along the center line of the said former river bed South seventy-eight degrees (78°) forty minutes (40') East three hundred seventy-two and two tenths (372.2) feet; South sixty-eight degrees (68°) forty minutes (40') East two hundred seventy-four and eight tenths (274.8) feet; South sixty-one degrees (61°) fourteen minutes (14') East one hundred seventy-four and five tenths (174.5) feet South fifty-five degrees (55°) thirty-four minutes (34') East one hundred sixty-nine and seven tenths (169.7) feet and South fifty-two degrees (52°) twenty-five minutes (25') East five and six tenths (5.6) feetto a point from which the most easterly corner of Tract ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant bears South forty-six degrees (46°) fifty-eight minutes (58') fifty seconds (50") East three thousand three hundred ninety-four and fifty-eight hundredths (3394.58) feet; thence North sixty-eight degrees (68°) forty-seven minutes (47') West nine hundred eighty-five (985) feet to the point of beginning. Said tract of land containing ninety-six hundredths (0.96) of an acre, more or less. Shown as Parcel No. 2 on plat attached ~~here~~ to and made a part ~~here~~ of contract dated April 3, 1940, between the grantors and grantee herein, of record in Volume 664, at page 495, of Deed Records of El Paso County, Texas.

Correct as to Engineering Data

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, 5.49 acres; Consideration $115.05; 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. 8998 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 $115.05, 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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

210 United States Court House
El Paso, Texas

February 24, 1941

From: District Counsel

To: Superintendent, El Paso, Texas.

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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 $115.05, 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. Dennis

MAR 10 '41 46216

Commercial Standard Insurance Company

Fort Worth, Texas

OWNER'S POLICY
OF TITLE INSURANCE

To

THE UNTTED STATES OF AMERICA

PROPERTY

Part of Tract 10 Block
54 San Elizario Grant
El Paso, Texas.

Opinion [illegible] and co[illegible]
Title exa[illegible]

This Policy is protected by a deposit with the State Treasurer of Texas

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 a 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.

L. G. Plummer — Secretary.

A. Morgan Newman — President.

Countersigned at El Paso, Texas, this 12th day of February 1941

Attest:

PIONEER ABSTRACT & GUARANTEE TITLE CO.

BY W. N. Newman Agent.

B. E. Schwarzbach
Asst. Secy.

~~xsubjectxtox~~ ~~xxxxFollowingxliensxx~~

rectification thereof; thence along the center line of said former river bed South 58° 09' East 230.5 feet; South 68° 29' East 370.8 feet and South 72° 57' East 218.6 feet to a point where the said center line intersects the extension of the dividing line between tracts 9 and 10 Block 54 of the said official resurvey of the San Elizario Grant; thence along said dividing line extended South 37° 14' East 378 feet [illegible] the point of beginning. Said tract of land containing 4.32 acres, more or less. Shown as Parcel No. 3 on plat attached and made a part of contract dated April 3, 1940, between the grantors and grantee herein of record in Volume 664 at page 495, of Deed Records of El Paso County, Texas.

subject to

1. Following liens: Taxes for the year 1941 and thereafter.

1-A Water charges for the year 1941 and thereafter.

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 United States of America.

5. All matters emanating from contracts with El Paso Valley Water users Association.

6. Rights of any 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 - - - - - - - - - - - - - - -

ONE HUNDRED FIFTEEN AND 05/100 ($115.05) - - - - - - - - - - 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-

TEXAS STANDARD FORM—Owner's Policy

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

Opinion of title examined: 4/7/45 and certificate

POLICY No. 8988 AMOUNT $ 115.05

O. T. NO. C/14247

Commercial Standard Insurance Company

Fort Worth, Texas

Owner's Policy of Title Insurance

In consideration of the premium paid for this Policy of Insurance,

COMMERCIAL STANDARD INSURANCE COMPANY,

a Corporation, of Fort Worth, Texas,

Does Hereby Guarantee to

THE UNITED STATES OF AMERICA

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

Three tracts of land lying and situate in El Paso County, Texas and in the N½ of Section 5, Tsp. 34, South, and the Southeast quarter of the SW¼ of Section 32, Tsp. 33, South, Range 8 East Bureau of Reclamation Survey; being also within survey 69 of the Island San Elizario Grant and Tract 10 and accretion thereto, Block 54 of the official resurvey of the San Elizario Grantas 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 poin on the dividing line between tracts 10 and 11 as extended northerly, Block 54 of the said official resurvey of the San Elizario Grant and from which point the most southerly corner of said tract 10 bears South 37° 14' East 4568.5 feet; thence North 37° 14' West 67.1 ft along the dividing line as extended between said tracts 10 and 11 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 South 82° 32' East 70.9 feet South 87° 45' East 153.1 feet and South 86° 52' East 155 feet; thence South 84° 53' West 338.5 feet to the point of beginning. Said tract of land containing 0.21 of an acre, more or less. Shown as Parcel No. 1 on plat attached to and made a part of contract dated April 3, 1940, recorded in Vol. 664, page 495, Deed Records of El Paso County, Texas.

TRACT 2 - Beginning at a point in the center of what formerly constituted the Rio Grande as the same existed prior to the artificial rectification thereof and from which point the most southerly corner of Tract 10, Block 54 of said official resurvey of the San Elizario Grant bears South 30° 15' 52" East 4218.03 feet; thence along the center line of the said former river bed South 78° 40' East 372.2 feet; South 68°40' East 274.8 feet; South 61° 14' East 174.5 feet South 55°34' East 169.7 feet and South 52° 25' East 5.6 feet to a point from which the most easterly corner of tract 10, Block 54 of the said official resurvey of the San Elizario Grant bears South 46° 58' 50" East 3394.58 feet; thence North 68° 47' West 985 feet to the point of beginning. Said tract of land containing 0.96 of an acre, more or less. Shown as Parcel No. 2 on plat attached and made a part of contract dated April 3, 1940, between the grantors and grentee herein, of record in Volume 664, at page 495, of Deed Records of El Paso County, Texas.

TRACT 3- Beginning at a point on the dividing line between Tracts 9 and 10 Block 54 of the said official resurvey of the San Elizario Grant and from which point the most easterly corner of said Tract 10 bears South 37° 14' East 1653.7 feet; thence North 68° 52' West 1137.1 feet to a point from which the most southerly corner of Tract 10 Block 54 of said Official resurvey of the San Elizario Grant bears South 16° 15' 50" East 2809.8 feet; thence North 21° 08' East 228 feet to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial

(See Over)

El Paso, Texas. March 5, 1941.

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers-
Land purchased from T. D. and Agns Rancich-
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 19-63498 dated March 4, 1941, covering payment for the acquisition of land from T. D. and Agns Rancich for right of way in connection with Riverside Canal Extension are enclosed herewith:

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
List citing all related vouchers

- - - -

L R Fiock

In duplicate
Enclosures-
As listed above

cc- Chief Engineer with copy of enclosures
except Policy of Title Insurance

MAR 10 '41 46216

TRANSFER CASE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

I-16N-1416

Opinion of ~~A-G.~~ and certificate of title examined. 4/7/41

430.-

RIO GRANDE N&F

I-16N-1416

El Paso, Texas. March 5, 1941.

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers-
Land purchased from T. D. and Agns Rancich-
Riverside Canal Extension - Rio Grande Project.

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Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
List citing all related vouchers

- - - -

W. Risch

In duplicate
Enclosures-
As listed above

cc- Chief Engineer with copy of enclosures
except Policy of Title Insurance

MAR 10 '41 46216

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
County of El Paso. } Before me a Notary Public in and for El Paso County, Texas, on this day personally appeared T. D. Rancich

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. 19 41

Mrs. Willie H. Powell

(SEAL)

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
County of El Paso. } Before me a Notary Public in and for El Paso County, Texas, on this day personally appeared Agus Rancich, wife of T. D. Rancich

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 Agus Rancich 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. 19 41.

Mrs. Willie H. Powell

(SEAL)

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. 19 41, with its certificate of authentication, was filed for record in my office this 12 day of Feb., A. D. 19 41, at 3 o'clock P. M. and duly recorded the 19 day of Feb., A. D. 19 41, at 9 o'clock A. M. in the records of said County, in Volume 682 on Pages 353

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. Borrow, Deputy.

T. D. RANCICH
AGNS "
TO
U. S. of A.

Warranty Deed

Filed for Record the Feb. 12, 1941
day of 19
at 3 o'clock and 0 minutes P. M.
P. D. Lowry, Clerk,
County Court, El Paso County, Texas.
By Marie Grady, Deputy.

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

THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

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

WITNESS **their** *hand* **s** *at El Paso, Texas, this* **tenth** *day of* **February** *A. D. 19* **40.**

Witnesses at Request of Grantor

(55¢ Int. Rev. Documentary stamps affixed and cancelled)

T. D. Rancich

Agus Rancich

Tract 3 - Beginning at a point on the dividing line between Tracts nine (9) and ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant and from which point the most easterly corner of said Tract ten (10) bears South thirty-seven degrees (37°) fourteen minutes (14') East one thousand six hundred fifty-three and seven tenths (1653.7) feet; thence North sixty-eight degrees (68°) fifty-two minutes (52') West one thousand one hundred thirty-seven and one tenth (1137.1) feet to a point from which the most southerly corner of Tract ten (10) Block fifty-four (54) of said official resurvey of the San Elizario Grant bears South sixteen degrees (16°) fifteen minutes (15') fifty seconds (50") East two thousand eight hundred nine and eight tenths (2809.8) feet; thence North twenty-one degrees (21°) eight minutes (08') East two hundred twenty-eight (228) feet to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed South fifty-eight degrees (58°) nine minutes (09') East two hundred thirty and five tenths (230.5) feet; South sixty-eight degrees (68°) twenty-nine minutes (29') East three hundred seventy and eight tenths (370.8) feet and South seventy-two degrees (72°) fifty-seven minutes (57') East two hundred eighteen and six tenths (218.6) feet to a point where the said center line intersects the extension of the dividing line between Tracts nine (9) and ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant; thence along said dividing line extended South thirty-seven degrees (37°) fourteen minutes (14') East three hundred seventy-eight (378) feet to the point of beginning. Said tract of land containing four and thirty-two hundredths (4.32) acres, more or less. Shown as Parcel No. 3 on plat attached ~~xxxx~~ to and made a part of ~~xxxxxxx~~ contract dated April 3, 1940, between the grantors and grantee herein, of record in Volume 664 at page 495, of Deed Records of El Paso County, Texas.

Corredt as to Engineering Data

(55¢ Int. Rev. Documentary stamps affixed and cancelled)

WARRANTY DEED, SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT No. 38-A FOR SALE BY ELLIS BROS. PTG. CO., EL PASO

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents:

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

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

One hundred fifteen and 5/100 ($115.05) - 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

~~[illegible]~~ ~~[illegible]~~, all that certain

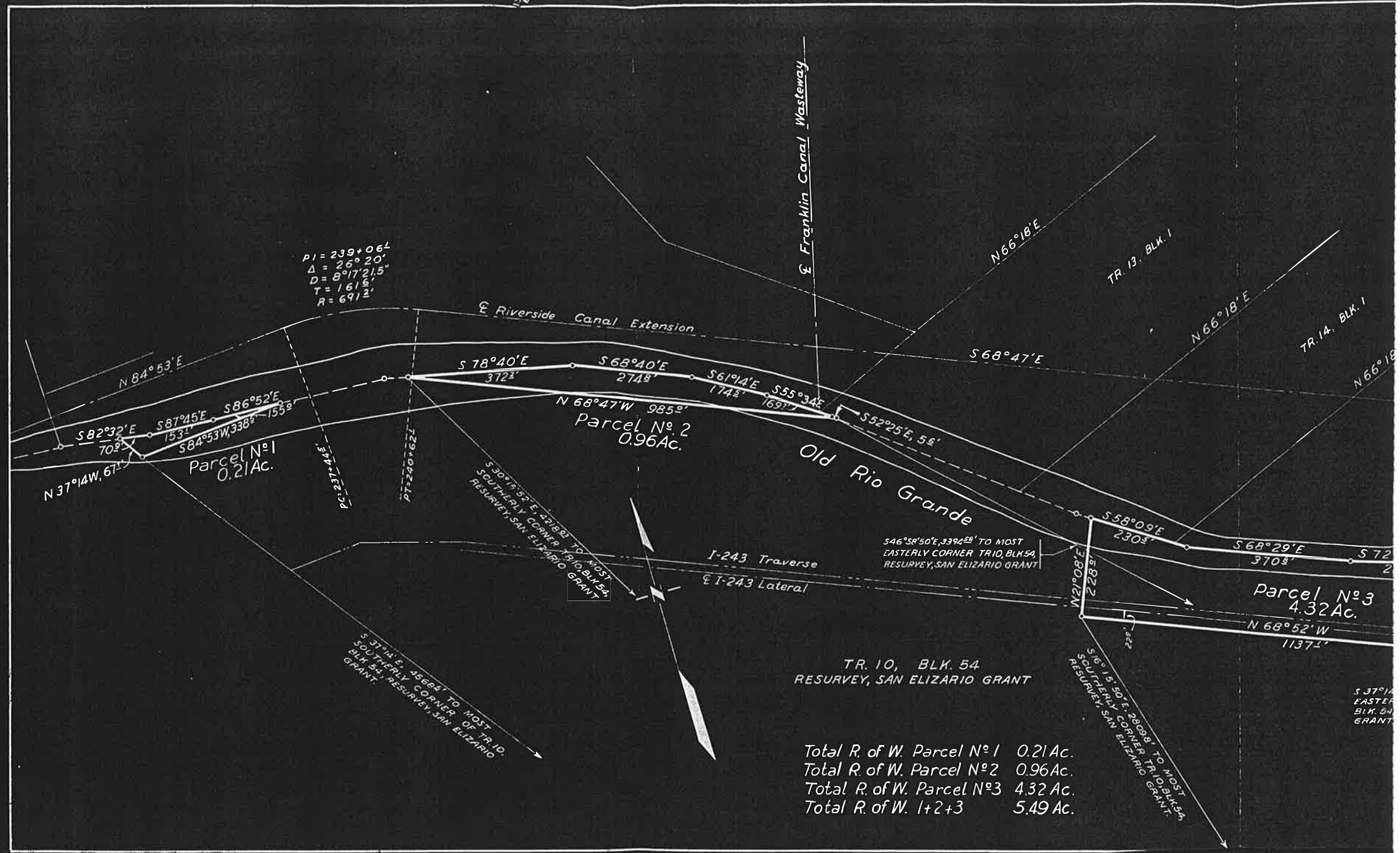
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

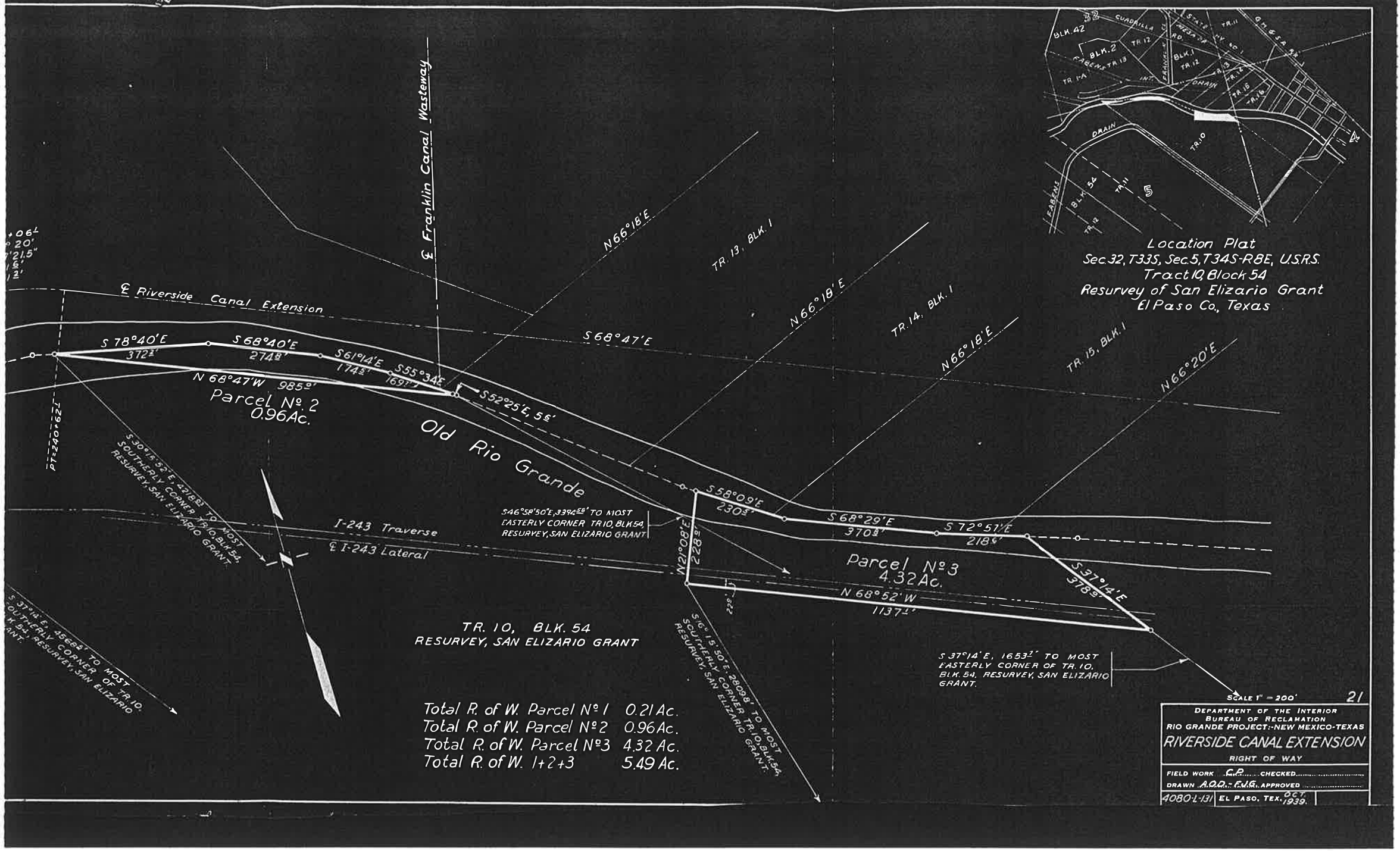
Three tracts of land lying and situate in El Paso County, Texas and in the North half (N½) of Section five (5) Township thirty-four (34) South, and the Southeast quarter (SE¼) of the Southwest quarter (SW¼) of Section thirty-two (32) Township thirty-three (33) South, Range eight (8) East Bureau of Reclamation Survey; being also within survey sixty-nine (69) of the Island San Elizario Grant and Tract ten (10) and accretion thereto, Block fifty-four (54) 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:

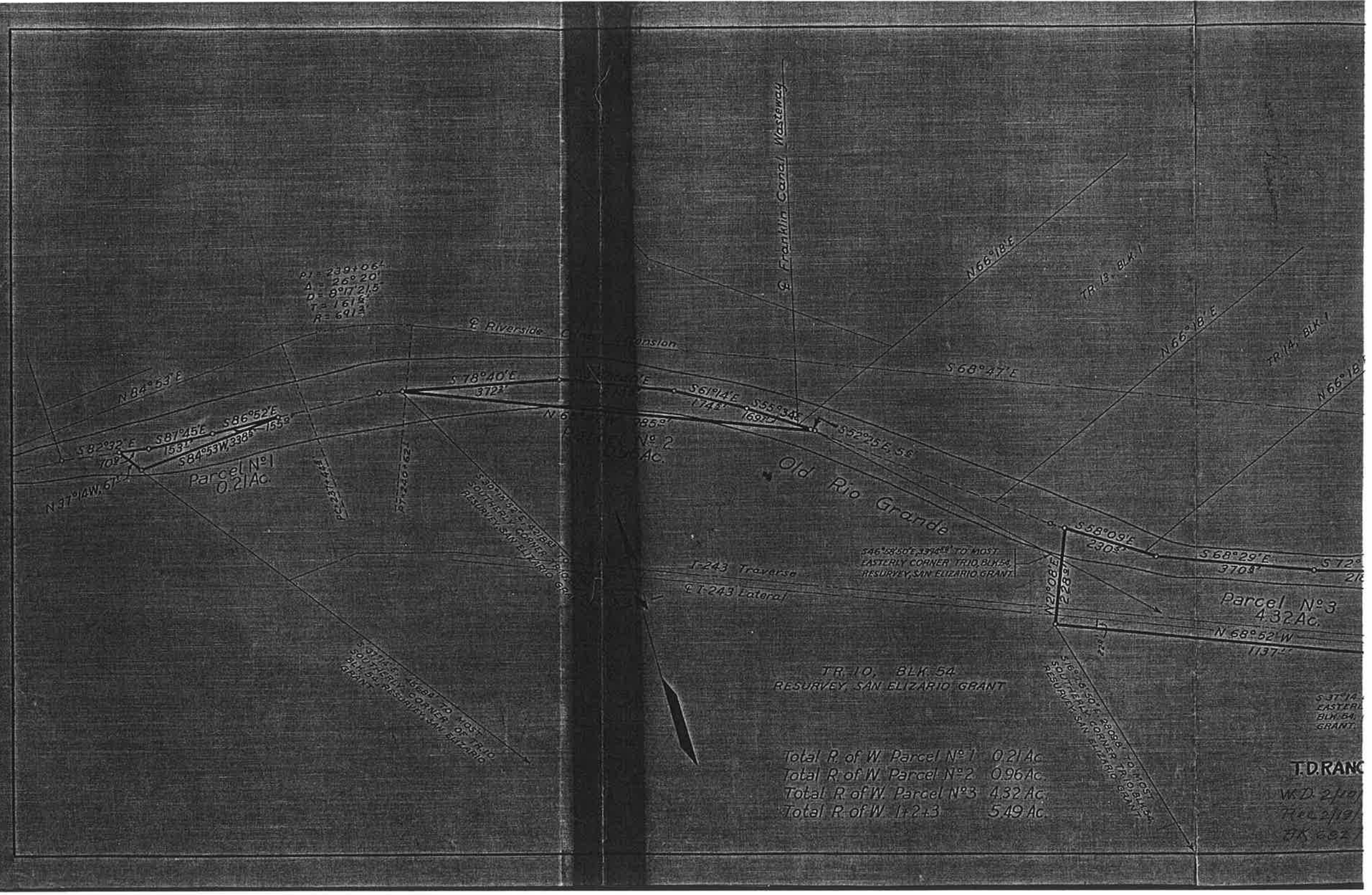
Correct as to Engineering Data G.O.D.

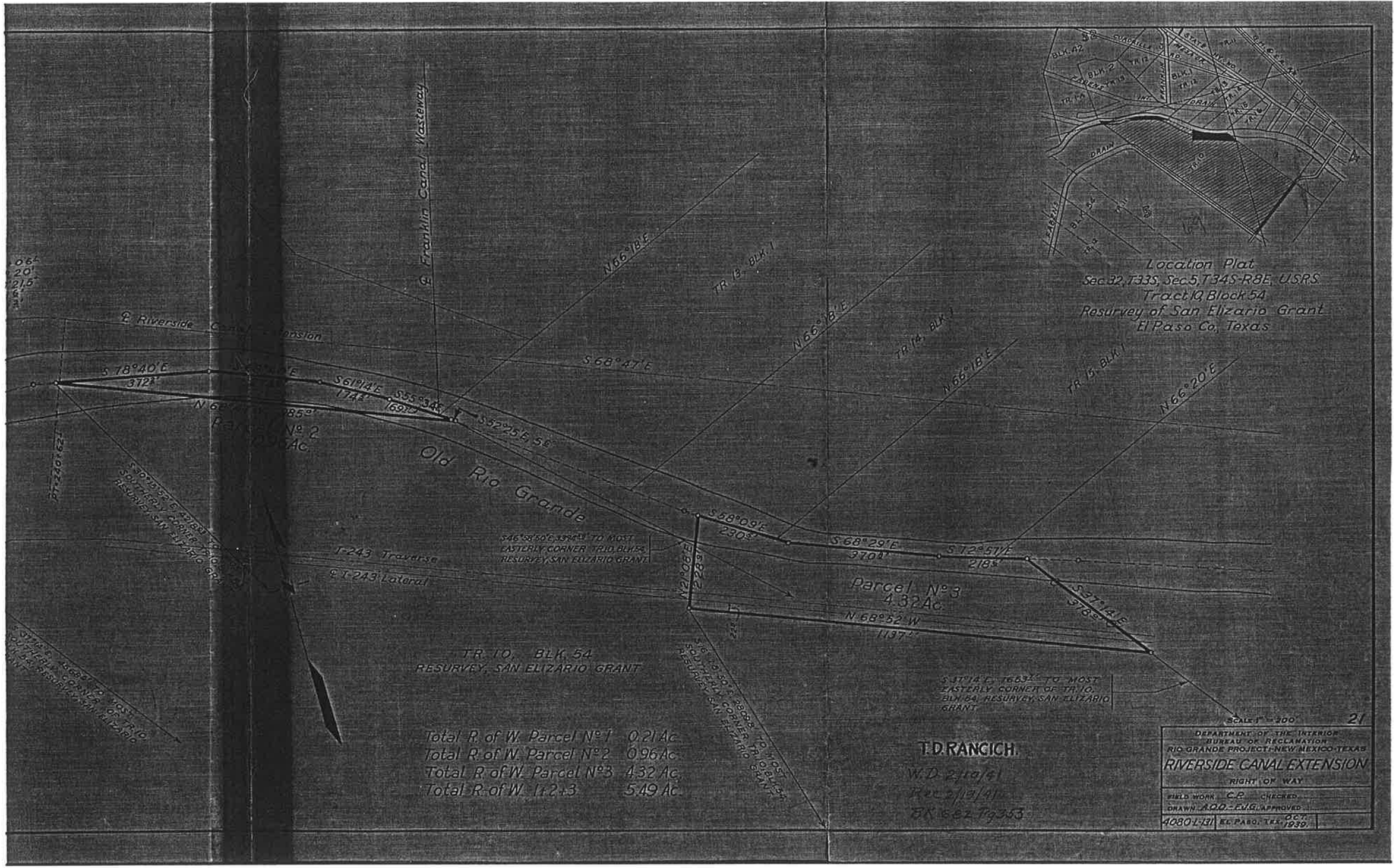
Tract 1 - Beginning at a point on the dividing line between tracts ten (10) and eleven (11) as extended northerly, Block fifty-four (54) of the said official resurvey of the San Elizario Grant and from which point the most southerly corner of said tract ten (10) bears South thirty-seven degrees (37°) fourteen minutes (14') East four thousand five hundred sixty-eight and five tenths (4568.5) feet; thence North thirty-seven degrees (37°) fourteen minutes (14') West sixty-seven and one tenth (67.1) feet along the dividing line as extended between said tracts ten (10) and eleven (11) 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 South eighty-two degrees (82°) thirty-two minutes (32') East seventy and nine tenths (70.9) feet South eighty-seven degrees (87°) forty-five minutes (45') East one hundred fifty-three and one tenth (153.1) feet and South eighty-six degrees (86°) fifty-two minutes (52') East one hundred fifty-five (155) feet; thence South eighty-four (84°) degrees fifty-three minutes (53') West three hundred thirty-eight and five tenths (338.5) feet to the point of beginning. Said tract of land containing twenty-one hundredths (0.21) of an acre, more or less. Shown as Parcel No. 1 on plat attached ~~hereto~~ to and made a part ~~hereof~~ of contract dated April 3, 1940, recorded in Vol. 664, page 495, Deed Records of El Paso County, Texas.

Tract 2 - Beginning at a point in the center of what formerly constituted the Rio Grande as the same existed prior to the artificial rectification thereof and from which point the most southerly corner of Tract ten (10) Block fifty-four (54) of said official resurvey of the San Elizario Grant bears South thirty degrees (30°) fifteen minutes (15') fifty-two seconds (52") East four thousand two hundred eighteen and three hundredths (4218.03) feet; thence along the center line of the said former river bed South seventy-eight degrees (78°) forty minutes (40') East three hundred seventy-two and two tenths (372.2) feet; South sixty-eight degrees (68°) forty minutes (40') East two hundred seventy-four and eight tenths (274.8) feet; South sixty-one degrees (61°) fourteen minutes (14') East one hundred seventy-four and five tenths (174.5) feet South fifty-five degrees (55°) thirty-four minutes (34') East one hundred sixty-nine and seven tenths (169.7) feet and South fifty-two degrees (52°) twenty-five minutes (25') East five and six tenths (5.6) feetto a point from which the most easterly corner of Tract ten (10) Block fifty-four (54) of the said official resurvey of the San Elizario Grant bears South forty-six degrees (46°) fifty-eight


℄ Franklin Canal Wasteway
N 66°18'E
TR. 13, BLK. 1
N 66°18'E
TR. 14, BLK. 1
N 66°18
PI = 239+06
Δ = 26° 20'
D = 8°17'21.5"
T = 161.6'
R = 691.2'
℄ Riverside Canal Extension
S 68°47'E
N 84°53'E
S 78°40'E
372.1'
S 68°40'E
274.8'
S 61°14'E
174.2'
S 55°34'E
169.1'
N 68°47'W 985.9'
Parcel No. 2
0.96Ac.
S 52°25'E, 5.6'
S 82°32'E
70.9'
S 87°45'E
153.1'
S 86°52'E
155.9'
S 84°53'W, 338.8'
Parcel No 1
0.21Ac.
N 37°14'W, 67.1'
PC=237+41.5'
PT=240+62.1'
Old Rio Grande
S 30°15'52"E, 421.83' TO MOST SOUTHERLY CORNER T.9,10, BLK.54, RESURVEY, SAN ELIZARIO GRANT
S 58°09'E
230.3'
S 68°29'E
370.8'
S 46°58'50"E, 3394.58' TO MOST EASTERLY CORNER TR.10, BLK.54, RESURVEY, SAN ELIZARIO GRANT
I-243 Traverse
℄ I-243 Lateral
N 21°08'E
228.9'
Parcel No 3
4.32Ac.
N 68°52'W
1137.1'
S 37°14'E, 456.62' TO MOST SOUTHERLY CORNER OF TR.10 BLK.54, RESURVEY, SAN ELIZARIO GRANT.
TR. 10, BLK. 54
RESURVEY, SAN ELIZARIO GRANT
S 16°15'50"E, 280.98' TO MOST SOUTHERLY CORNER TR.10, BLK.54, RESURVEY, SAN ELIZARIO GRANT.
Total R. of W. Parcel No 1 0.21 Ac.
Total R. of W. Parcel No 2 0.96 Ac.
Total R. of W. Parcel No 3 4.32 Ac.
Total R. of W. 1+2+3 5.49 Ac.


Location Plat
Sec. 32, T33S, Sec. 5, T34S-R8E, U.S.R.S.
Tract 10, Block 54
Resurvey of San Elizario Grant
El Paso Co., Texas
℄ Franklin Canal Wasteway
℄ Riverside Canal Extension
N 66°18'E
TR. 13, BLK. 1
TR. 14, BLK. 1
TR. 15, BLK. 1
N 66°20'E
S 68°47'E
S 78°40'E 372.1'
S 68°40'E 274.8'
S 61°14'E 174.2'
S 55°34'E 169.7'
N 68°47'W 985.9'
Parcel No. 2
0.96 Ac.
S 52°25'E, 5.6'
Old Rio Grande
PT=240+62.1'
S 30°15'52"E, 421.82' TO MOST SOUTHERLY CORNER TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT.
S 37°14'E, 456.84' TO MOST SOUTHERLY CORNER OF TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT.
I-243 Traverse
℄ I-243 Lateral
S 46°58'50"E, 3394.68' TO MOST EASTERLY CORNER TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT
S 58°09'E 230.3'
S 68°29'E 370.8'
S 72°51'E 218.6'
S 37°14'E 378.9'
N 21°08'E 228.9'
N 68°52'W 1137.1'
Parcel No. 3
4.32 Ac.
S 16°15'50"E, 280.98' TO MOST SOUTHERLY CORNER TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT.
S 37°14'E, 1653.1' TO MOST EASTERLY CORNER OF TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT.
TR. 10, BLK. 54
RESURVEY, SAN ELIZARIO GRANT
Total R. of W. Parcel No. 1 0.21 Ac.
Total R. of W. Parcel No. 2 0.96 Ac.
Total R. of W. Parcel No. 3 4.32 Ac.
Total R. of W. 1+2+3 5.49 Ac.
SCALE 1" = 200'
21
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.O.-F.W.R. APPROVED
4080-L-131
EL PASO, TEX., OCT. 1939.


℄ Franklin Canal Westerly
℄ Riverside
N 84°53' E
S 82°32' E
70'
S 87°45' E
153'
S 86°52' E
155'
S 84°53' W, 338'
N 37°14' W, 67'
Parcel No 1
0.21 Ac.
S 78°40' E
372'
S 61°14' E
174'
S 55°34'
169'
S 52°25' E, 56'
Old Rio Grande
N 66°18' E
TR 13, BLK 1
TR 14, BLK 1
S 68°47' E
S 58°09' E
230'
S 68°29' E
370'
N 68°52' W
1137'
Parcel No 3
4.32 Ac.
I-243 Traverse
℄ I-243 Lateral
N 21°08' E
228'
TR 10, BLK 54
RESURVEY, SAN ELIZARIO GRANT
Total R. of W. Parcel No 1 0.21 Ac.
Total R. of W. Parcel No 2 0.96 Ac.
Total R. of W. Parcel No 3 4.32 Ac.
Total R. of W. 1+2+3 5.49 Ac.
T. D. RANC


Location Plat
Sec. 32, T33S, Sec. 5, T34S-R8E, U.S.R.S.
Tract 10, Block 54
Resurvey of San Elizario Grant
El Paso Co, Texas
℄ Franklin Canal Wasteway
℄ Riverside Canal Extension
Old Rio Grande
S 18°40'E
372'
S 61°14'E
174'
S 55°34'E
69'
S 52°25'E, 56'
N 66°18'E
S 68°47'E
TR. 13, BLK. 1
TR. 14, BLK. 1
TR. 15, BLK. 1
N 66°20'E
Parcel No. 2
0.96 Ac.
T-243 Traverse
℄ T-243 Lateral
S 68°09'E
230'
S 68°29'E
370'
S 72°51'E
218'
S 37°14'E
378'
N 68°52'W
1,197'
N 21°06'E
228'
Parcel No. 3
4.32 Ac.
TR. 10, BLK. 54
RESURVEY, SAN ELIZARIO GRANT
S 46°58'50"E, 337.34' TO MOST EASTERLY CORNER TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT
S 37°14'E, 1683' TO MOST EASTERLY CORNER OF TR. 10, BLK. 54, RESURVEY, SAN ELIZARIO GRANT
Total R. of W. Parcel No. 1 0.21 Ac.
Total R. of W. Parcel No. 2 0.96 Ac.
Total R. of W. Parcel No. 3 4.32 Ac.
Total R. of W. 1+2+3 5.49 Ac.
T. D. RANCICH
W.D. 2/10/41
Rec. 2/19/41
BK 662 Pg 253
SCALE 1" = 200'
21
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.D.D.-C.J.G. APPROVED
4080-1-131 EL PASO, TEX. OCT. 1939.

List of vouchers related to the acquisition of
land covered by Contract I16r-1416 dated April 3, 1940
between the United States and T. D. and Agns Rancich
for Riverside Canal Extension - Rio Grande Project

Albuquerque, N. M.	19-63498	3/4/1941	Land Purchase	$115.05
"	19-61656	2-25-41	Policy of Title Insurance	30.00

- - - -

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, 5.49 acres; Consideration $115.05; 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. 8988 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 $115.05, 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.

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 19th day of April A. D. 1940, at 9 O'clock A. M. in the Deed Records of said County, in volume 664 on page 495.

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, County Clerk

By Mrs. J. W. Morrow Deputy

think this should be Book 656

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 Agne Rancich, his wife, and 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. Hoadley
Right of Way Agent

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated April 3rd, 1940, between the United States of America, and T. D. Rancich and Agns 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, $115.05, 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. Fiock
Project Superintendent
Bureau of Reclamation

Plat #21

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

Feature Riverside Canal Extension Date December 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

Anton Hancich

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 # Blk. 54, San Elizario Grant Tract # 10
Containing 5.49 Acres more or less, under
(not under) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges

0.08	Acres	at $ 250.00	per acre $ 20.00	
	Acres	at $	per acre $	
	Acres	at $	per acre $	
	Acres	at $	per acre $	
	Acres	at $	per acre $	$ 20.00

Class 2. Suspended

Borrow Pits	0.67	Acres at $ 20.00	per acre $ 13.40	
Pasture	1.71	Acres at $ 35.00	per acre $ 59.85	
Rio Viejo	1.97	Acres at $ 10.00	per acre $ 19.70	
Pasture	.06	Acres at $ 35.00	per acre $ 2.10	
Lateral	1.00	Acres at $ 0.00	per acre $	
		Acres at $	per acre $	$ 95.05

Land not under the Project:

Improvements: $ $ $ $ $ 115.05

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. K. Ramsey, Geo. E. Headley
Appraisers

Approved:

Form 7-281
(July, 1927)

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated 4/3/40; made by T. D. Rancich and Agnes Rancich, his wife involving purchase of 5.49 acres of land, for $ 110.03; 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:

0.08 acres cultivated
2.44 " uncultivated
1.97 acres River bed
1.00 " lateral

5. 0.08 acres of the land-are being irrigated and 2.44 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:

6—7381

No allowance for crops

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

STATEMENT AND CERTIFICATE OF AWARD

No. I16r-1416
(Contract)

Date April 3, 19 40

DEPARTMENT OF THE INTERIOR (Department or establishment) | BUREAU OF RECLAMATION (Bureau or office) | El Paso, Texas (Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (*a*) After advertising by circular letters sent to _____ dealers.
   (*b*) And by notices posted in public places.

(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (*a*) (*b*)" or "2 (*a*)," depending on whether or not notices were posted.)

3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with _____
5. Without advertising, it being impracticable to secure competition because of Riverside Canal Extension

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

AWARD OF CONTRACT

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

CERTIFICATE

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

L R Block
(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).

U. S. GOVERNMENT PRINTING OFFICE 6—8090

7—5230
August 1927
Approved by the Department
January 4, 1927

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-1416, made by T. D. Rancich and Agne Rancich
amount involved, $ 115.05 ; 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 April 3, 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. Fiock, Project Superintendent.

Inclosures:
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. L. Devries, District Counsel.

Inclosures:
Original and 2 copies of this form.
Original and 4 copies of contract.

Denver, Colorado, Date .....

3. On this date the above-described contract was executed, and bond, if any, 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 .....

DIRECTOR, Commissioner.

6—7416

El Paso, Texas. March 5, 1941.

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers-
Land purchased from T. D. and Agns Rancich-
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 19-63498 dated March 4, 1941, covering payment for the acquisition of land from T. D. and Agns Rancich for right of way in connection with Riverside Canal Extension are enclosed herewith:

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
List citing all related vouchers

- - - -

L R Fiock Jr

In duplicate
Enclosures-
As listed above

cc- Chief Engineer with copy of enclosures
except Policy of Title Insurance