21-(50) Texas

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TRANSFER CASE

430.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

R10 GRANDE

El Paso, Texas. March 5, 1941.

M & F

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 19-6349? 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
EnclosuresAs listed above

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

Date of Hamined by G. 4.0.

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 19-63497 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

L R Plock

In duplicate Enclosures—
As listed above

4

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

MAR10'41 46217

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

POLICY O. T. NO.

AMOUNT \$ 354.65



Fort Worth, Texas Owner's Policy of Title

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), shekra, xexecuture, and administrators, that it

indefeasible title to the following described real property:
A tract of land lying and situate in El Paso County, Texas, and in the of the NW4 of Section 4 and NE4 of the NE4 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

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 Tracks 14. ter 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 188 s; 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.

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.

- 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.

Secretary.

President.

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

BY W. W. newman Agent

ATTEST:

Asst. Secv.



Fort Worth, Texas

OWNER'S POLICY OF TITLE INSURANCE

UNITED STATES

PROPERTY

Part of tract 15, Blockl 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

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 here-

In quadruplicate.

210 United States Court House El Paso, Teras

February 24, 1941

From:

Mstrict Counsel

To:

Superintendent, M 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 here-

In quadruplicate.

H. J. S. Devries.

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.

UNITED STATES OF AMERICA, in pursuance of the proin hand paid by visions 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

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TOTAL OSTERNOON

, all that certain

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

A tract of land lying and situate in El Paso County, Texas, and in the Northwest quarter (NW_{4}^{1}) of the Northwest quarter (NW_{4}^{1}) of Section four (4) and Northeast quarter (NE 1_4) of the Northeast quarter (NE 1_4) of Section five (5), Township thirty-four (34) South, Range eight (8) East, Bureau of Reclamation survey; being also within Tract fifteen (15) Block one (1) and accretions thereto, of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930, and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at the point of intersection of the dividing line between Tracts fourteen (14) and fifteen (15) Block one (1) of the official resurvey of the San Elizario Grant and the southwesterly right of way line of the Fabens Intercepting Drain and from which point the Northeast corner of Tract fifteen (15) Block one (1) of said official resurvey of the San Elizario Grant bears North sixty-six degrees (66°) eighteen minutes (18') East nine hundred thirtyfive 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 kio crande 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.

17358

THE STATE OF TEXAS, COUNTY OF EL PASO.

Iknow 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

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

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

THE UNITED STATES OF AMERICA

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Hearmas of M. Paso County, Toxas. the Fantors and Crustee herein, of record in Volume 564 on page 545 of Deed loss; all as slown on plat attached to contract dated April 3, 1940, seld tract of land ambaining five and aleven hundredths (5.11) acres, nore or (12') East five audired eighty-seven (587) feet to the point of beginning; said dividing line as extended North sixty-oix degrees (66°) eighteen minutes one (1) of said official resurvey of the San Mirable Grant; thence sion of the dividing line between Treets fourteen (14) and lifteen tenths (33,8) fact to a point where the said center line intersects the exter-North Eifty-eight degrees (58%) mine minutes (08%) dem thirty-three and eight minutes (29") West three hundred seventy and ciffit tenths (370.8) feet and . and Tour tenths (128.4) feet, Morth sixty eaglet degrees (68°) twenty-mine seventy-tw6 degrees (72°) fift, -scrop minutes (57') West one hundred twenty-six tion thereof; thence slong the center like of said former river bed Horth rperence wateriogulates as also essessible en rest along the dividing line and an extraction thereof between said iracts (15 true) and sixteen (16) to the center of what formerly constituted the (66") twenty minutes (20") test flive hundred eighty-flive and flive (18') East six sundred tuinty-seven (687) foot; thence South sixiy-six degrees of said trac: fifteen (15) hears forth sixty-zix degrees (66°) sighteen minutes resurvey of the Sau Minaria mant and Trom which point the Southeant corner between Troots lifteen (15) and sixteen (16) Block one (1) of said official ired twenty-nine and three sauths (829.5) weet to a point on the dividing line

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

trains 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

There's 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

A. D. 1940.

Witnesses at Request of Grantor

Lagno, Rancick

SINGLE ACKNOWLE	DGMENT.
THE STATE OF TEXAS,	
County of El Paso. Sefore me.	
	so 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	re purposes and consideration therein expressed.
Given finder my hand and seal of office this 10	Seo W Hoadley A. D. 1940
Com Ex 6/1/41 No	tary Public in for ElPasolo Te
WIFE'S SEPARATE ACKN	NOWLEDGMENT.
County of EliPaso OND We appear Before me	ingeliker with his one singular the rights
	so County, Texas, on this day personally appeared
	T. D. Rancich
known to me to be the person whose name is subscribed to th	
by me privily and apart from her husband, and having the s	- 7-4m - 1 1 1-4m
to be her act and deed, and declared that she had willingly	acknowledged such instrument
therein expressed, and that she did not wish to retract it.	signed, the same for the purposes and consideration
Given under my hand and seal of office this 10	day of February A. D. 1944.
The state of the s	eo W. Hoadley
Com Ex 6/1/41 * notary	Public in Aftr Ellasolo Texas
THE STATE OF TEXAS,	FICATE
County of El Paso. I, P. D.	Clerk of the County Court
of said County, do hereby certify that the above instrument	
day of 4.1. A. D. 1941, with its cert	tificate of authentication, was filed for record in my
office this 12 day of Fib	
and duly recorded the 19 day of Fib	800 L. C.
in the records of said County, in Volume 682 on Po	
	of said County, at office in El Paso, Texas, the day
and year last above written.	C.D. Lamy
	Clerk County Court, El Paso County, Texas.
	0 0 1 1
By	Deputy.
	M. M. buty.
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	HIGHER REGIONS OF SERVICE OF SERV

THE OTHER SERVICE	SINGLE ACKNOWL	EDGMENT.	
THE STATE OF TEXAS, County of El Paso.	Before me.		
a Notary Public	Jarobia Addition	County There Will In house I had	
T. D. Renotch	in and for E. F.	aso County, Texas, on this day personally app	earea .
Service A. Service	^{[− A, D, 10433} -		
known to me to be the person	whose name	subscribed to the foregoing instrumen	nt and
	eexecuted the same for t and seal of office this		43
fulletit (2000) to Marring and	parecer Defend, alt., nd	Geo. W. Hoadley ary Public in & for El Paso Co., Tex	98.
Com, 22, 6/1/41 **	The Property of the		
THE STATE OF TEXAS,	WIFE'S SEPARATE ACK	NOWLEDGMENT.	
	Control of the second s	account on a new president the relation	75
a Hotery Public		aso County, Texas, on this day personally app	honrod
Agns Bancich		T. D. Renoich	, eu, eu
known to me to be the person r	THE SAN CAN BE AS A SAN AS	he foregoing instrument, and having been exa	mined
	er husband, and having the .	same by me fully explained to her, she, the	said
Agus Runoico		acknowledged such instru	ument
to be her act and deed, and dee	clared that she had willingly	signed the same for the purposes and consider	ration
therein expressed, and that she		Na Fobruary	41.
Given under my hand	and seal of office this	day of A. D. 1	9
(SEAL)		story Public in & for El Paso Co., To	200
Com. No. 6/1/41		A STATE OF THE STA	
THE STATE OF TEXAS,	CLERK'S CERTI	FICATE	
County of El Paso.	I, P. D. 1	Clerk of the County	Court
of said County, do hereby certi	for that the above instrument		Sec. 4
day of	production production and the production of the	tificate of authentication, was filed for record	in mv
office this	Peb-	3	M
and duly recorded the	day of	, A. D. 19 at o'clock A	NA STATE
in the records of said County, i	n Volume 682 on P		
Witness my hand and	the seal of the County Court	of said County, at office in El Paso, Texas, th	e day
and year last above written.		P. D. Lowry	
Comment with the Const		1. 5. 2013	
		Clerk County Court, El Paso County, Tex	ras.
The Control of the Co	Ву	Mrs. J. W. Morrow , Do	eputy.
		' ' ' ' ' ' '	
		Ig	100
	peed	minutes. County,	
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LO LO	Ż.	Paso	3.3
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		Rec.	1.4
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THE STATE OF TEXAS, COUNTY OF EL PASO.

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T. D. Remaich and Agus Remaich, 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 (\$554.65) - -

THE DITTO STATES OF AMERICA, in pursuance of the proin hand paid by visions 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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grant, Sell and Convey unto the said

TER GUERN SPACES OF AMERICA

SECRETARIOUS AND ASSESSED.

and State of

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

> A tract of land lying and situate in El Paso County, Texas, and in the Northwest quarter (NW_{4}^{1}) of the Northwest quarter (NW_{4}^{1}) of Section four (4) and Northeast quarter (NE_4^1) of the Northeast quarter (NE_4^1) 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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THE STATE OF TEXAS, COUNTY OF EL PASO.

know all men by these presents;

T. D. Rancich and Agus Bancich, husband and wife,

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

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

them in hand paid by THE MITTED STATES OF ANDREAS, in pursuance of the provisions of the act of June 17, 1902 (32 Stat. 538), and acts emendatory thereof or supthe receipt of which is hereby acknowledged plemental thereto.

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grant, Sell and Convey unto the said

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SEARCHONNALSE

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

A tract of land lying and situate in El Paso County, Texas, and in the Northwest quarter (NW_{4}^{1}) of the Northwest quarter (NW_{4}^{1}) of Section four (4) and Northeast quarter (NE_4^1) of the Northeast quarter (NE_4^1) 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

Records of Al Page County, Texas. the grantors and grantes herein, of record in Volume 564 on page 545 of Dead less; all as anown on plat attached to contract dated April 3, 1940, between said tract to told containing five and eleven hundredths (5.11) acres, more or (18.) East five hundred eighty-seven (587) feet to the point of beginning; said dividing time as extended North sixty-six degrees (66°) eighteen minutes one (1) of said cfficial resurvey of the San Elizario Crant; thence along tenths (55.8) feat to a point where the said center line intersects the exten-sion of the dividing line between fracts fourteen (14) and fifteen (15) Block minutes (29.) West three hundred seventy and eight tenths (270.8) rest and North fifty-eight degrees (58°) nine minutes (03°) West thirty-three and oight and four teaths (126.4) feet, North sixty-eight degrees (68°) twenty-nine 3 seventy-two degrees (72°) fifty-seven minutes (57°) West one hundred twenty-six

ters and assigns forever; and ao nereoy oma

administrators, to Warrant and forever Defend, all and singular, the said premises unto the said THE UNITED STATES OF AMERICA, its successors

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

WITNESS that hand at El Paso, Texas, this

tenth

day of

February

A. D. 1941.

Witnesses at Request of Grantor

(55¢ Int. Rev. Documentary Samps affixed

and cancelled)

T. D. Rancich

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 Policy of Titl	\$354.65
77	19-61656	2-25-41	Insurance	30.00

MAR10'41 46317

List of vouchers related to Contract Il6r-1417 dated April 5, 1940 between United States of America and T. D. and Agas Rancich - Riverside Canal Extension Rio Grande Project

Paying Office	Vo. No.	Da te	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

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TRANSFER CASE

August 1927
Approved by the Department
January 4, 1927

approved by

6-7416

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

430.

Rio Granda Irrigation Project

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DECORD OF EXECUTION OF COMPANY
RECORD OF EXECUTION OF CONTRACT
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IN RE CONTRACT, and bond, if any, relating to above-named project, dated April 3, 194
Symbol and number 110r-1417 - made by T. D. Rancich and agns Rencich
amount involved, \$ 354.65 ; authority No. or clearing account
purpose Riverside Canal Extension
Reference:
The first of the control of the cont
Notice of execution of contract to be given Chief Engineer at Denven Commission
entrat Place District Counsel at Blacks, Texas
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The state of the s
Place El Paso, Texas Date April 11, 1940
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any, approved (or) passed by this office and transmitted to district coursel for
approval. of the the state of t
Project Superintendent
THOTOSULES:
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Original and4 copies of contract. IN VILE Cobjes of the compactions pound it was the state of
(A) the source of process and the first the contract of the co
Place M raso, Texas Date April 15, 1940
2. On this date the above-described contract, with bond, if any, was given legal
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.
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Original and Lan copies of this form. Or an appear of account processing the processing of the copies of the copie
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Denver, Colorado, Date
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41. On this date the above-described contract, with bond, if any, was passed by this
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5. On this date the above-described contract was executed, and bond, if any,

....., Commissioner.

DIRECTIONS

- 1. IN GENERAL.—This form takes the place of letters of transmittal, and furnishes a record, on a single sheet, for each interested office of the Bureau of Reclamation, of the steps taken in connection with the execution of each formal contract originating in the field. Approval clauses in contracts are eliminated, and contracts bear but one signature on the part of the United States. A contract is signed on behalf of the United States only by the officer who makes it effective. All blanks in the form are to be filled in. Symbol and number are to be inserted by the office in which the contract is executed, except as to contracts made by district counsel and engineers in charge of secondary investigations, when the symbol and number are to be inserted by the Denver office. Where it is necessary for the Government to perform work as a part of the consideration, an estimate of the cost thereof shall be given under "Remarks." Any special matter too long to write on the form shall be set out in a consistent statement. "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. Engireer, At Wenyer
- (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.

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THE STATE OF BECT VINVETON POBJELNEMA OF THE INTERIOR

OMILE CAVISE LEVESHEE CYLL 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 No. 116r-1417 OF AWARD

(Contract) Date __april 3

(Location)

DEPARTMENT OF THE INTERIOR

(Department or establishment)

BUREAU OF RECLAMATION (Bureau or office)

El Paso, Texas

METHOD OF OR ABSENCE OF ADVERTISING (Section 3709 of the Revised Statutes)

After advertising in newspapers.

2. (a) After advertising by circular letters sent to

(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 .

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. . 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.

R liock

(Signature of contracting officer)

Superintendent

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

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

His Grands

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

	W W	S=11========			
pursuanc thereto b	CONTRACT, made this e of the act of June 17, 19 etween the UNITED ST	TATES OF AM	ERICA, herein	after styled the	, in or supplementary United States, E
therein to	T. D. Beneich		Aller,		i de Companya (na mana a na ma Na manana na mana a
and	agus Bunciek			his wife, hereinaft	er styled Vendor,
2. W	Tabens ITNESSETH, That for and reto do covenant and agre	, County of in consideration e as follows:	at Page	,State l agreements here	e of in contained, the
	ne Vendor shall sell and by		ent (General warra	nty, covenant against grant	or, or quitclaim) deed,
convey to	the United States, free of	lien or encumbra	ance, the follow	ring-described real	estate which is
h eir	(Homestead, community, separate)	property, situa	ted in the Coun	ty of	Pap
State of	Tern#	, to wit:			

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

4. Upon a sea part at a part of the reason rank have approved on the high of other Burgary of Recharation, and wonth and rank and reason proved Stones, properly from the removement a betract an absolute the rest of the res

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 end 45/100 - - - - -

dollars

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

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

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

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

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

terminate by limitation at the expiration of months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

3

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.

Witnesses:	R,	THE UNITED STATES OF AMERICA By R. Ficel					RICA,	
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Approved:							. F	
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*				*******				6—8068



CERTIFICATE OF ACKNOWLEDGMENT 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 El Paso COUNTY OF in Article 3 hereof. Geo. W. Hoadley Notary Public in and for said county, in the State aforesaid, do hereby certify that T. D. Rencich and Agne Rancich, his wife personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as he free and voluntary act, for the uses and free and voluntary act, for the uses and purposes therein set forth. Agna Rancioh (b) I further certify that I did examine the said separate and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same. 1940 Given under my hand and official seal, this ... A POR __day of __. W. Hoadley (SEAL) [SEAL] Notary Public in & for El Paso Co. 6/1/41 My commission expires CERTIFICATE OF COUNTY RECORDER I hereby certify that this instrument was filed for record at my office at 10130 o'clock a. M., april 15 and is duly recorded in Vol. 664 of Weed Page No. 945 W Morrow AFFIDAVIT OF DISINTERESTEDNESS TEXAS STATE OF (Execute only on Returns Office copy) COUNTY OF ____ EL PASO 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. Raneich and agns Rancich that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or T. D. Rancich and Agns Rencich, or to any other advantage corruptly to the said 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.

Superintendent

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

april

A. D. ASSX 1940

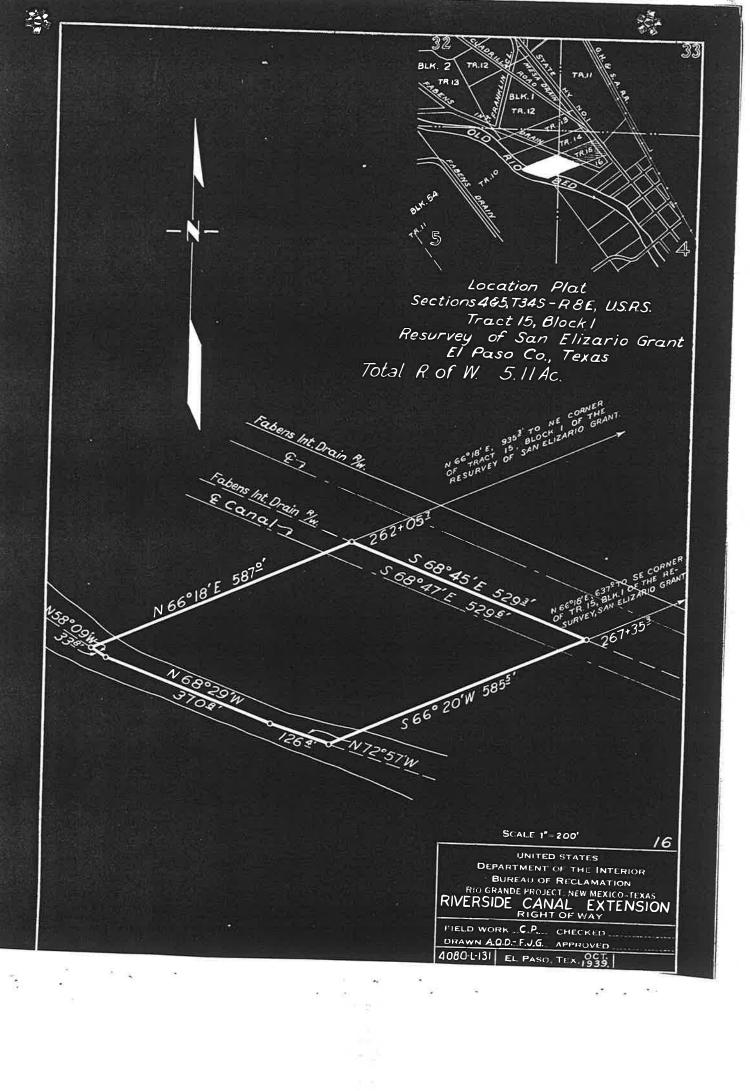
El Paso, Texas

11th day of

My commission expires 6/1/41

Subscribed and sworn to before me at ...

OFFICIAL SEAL



A tract of land lying and situate in El Paso County, Texas, and in the Northwest quarter (NW4) of the Northwest quarter (NW4) of Section four (4) and Northeast quarter (NE4) of the Northeast quarter (NE4) 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 Tructs 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 Facens 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 (660) eighteen minutes (18) East nine hundred thirtyfive and three tenths (935.3) feet; thence along said southwesterly right of way line of the Fubens 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 Sun Elizario Grant and from which point the Southeast corner of said tract fifteen (15) bears North sixty-six degrees (660) 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 touths (585.5) feet along the dividing line and an extension thereof between said Treets fifteen (15) and sixteen (16) to the center of what formerly constituted the bed of the Rio Grunde us the same existed prior to the artificial rectifithe bed of the Rio Grande as the same existed prior to the artificial rectified action thereof; thence clong 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 (680) 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 seid 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 truct 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.

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

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Dated April	11 , 19 40			
	(Signature)	900. W. A.	adley
	(*	Title)	Right of Way	Agent
approved:				
LRI	lock	3, 1	31	
P_{i}	lock roject Superintendent.	5-1-6		7901
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DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Rio	Grande	IBBIGATION	
*****		IRRIGATION	PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated	3, 1940 ; made by T. D. Rancich, et uz
	5.11 acres of land, for \$ 354.65
	sion
	•
	contract is necessary for the purpose stated, and the con
sideration is reasonable. Land of a similar chaper acre.	aracter in the vicinity has sold recently for \$ 80 sales
refiger consequence, entry and a second seco	under thelaw
2. The land was entered	under the law
	Patent is dated
	grant to the Government under stock-subscription contract, except as follows:
8.727	
4. The general character and quality of the	e land are as follows:
4.67 acres 0.44 " Ri	
5. acres of the land are be susceptible of irrigation under water right descri	ing irrigated and 4.67 additional acres are ibed as follows:
Under El Paso County	Water Improvement District No. 1
6. The following are estimates of the areas crops and of the important improvements:	of each class of crops on the land and of the values of such
No c	гора

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Plat #16

Land Classification and Valuation Report

	verside Canal El	tension	Date	Dec. 9	19 39
esture					
We, the und	lersigned Apprai	sers, ào herel	by certify	that we ha	ve carefully
camined the tra	et or tracts of	land, together	er with the	improveme	ents thereon,
any, and beli	leved to belong	to			
	T. D. Ranc	ich			
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elated to the	herein named ov y manner financi	mer, by marri	ed in the h	erein des	cribed proper
of us is in an	y manner Tinanci	E A	Ramsoy	Gac	. Hoadley
George Hull	(27 <u>1</u>)	₩ .	ACTION ON	340°	OENTER
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CERTIFICATE BY PROJECT SUPERINTENDENT

I MEREBY 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. Flock
Project Superintendent
Bureau of Reclamation

V

CERTIFICATE OF POSSESSION

422.2

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 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

Right of May Agent

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grando

-----IRRIGATION PROJECT

LAND PURCHASE CONTRACT

						1940
THIS	CONTRACT, made this	5rd	day of	April		BEET :
pursuanc	e of the act of June 17,	1902 (32 Stat., 388	3), and acts	amendatory th	erent or sun	-lana 4
thereto b	etween the UNITED S	TATES OF AMI	ERICA her	ain ofter stuled	the Thited	Demendary
represe	ented by the officer	executing thi	s contract	=	1	States, by
41		C W	, S	iperintendent,	Barona of Re	ANAMAKAN.
A KEEP MAY	examplex and a second	THE PERSON NAMED IN COLUMN	governoù a fer	CLEX PROPERTY.	RESIDENCE DE LA COMPONIONE DE LA COMPONI	MERKER
and	T. D. Rancich		1 1 1 1 1 1 1 1 1			7 /
and	agus Kancich			7.1 .4 .		
				, his wife, her	einafter style	d Vendor,
of	Fabous	, County of	El Paso		,State of	Teras
2. W	ITNESSETH, That for an	d in consideration	of the mus	tilal agracament	, State of	
parties he	ereto do covenant and ag	ree as follows:	Of the mut	dar agreement	s nerem con	ained, the
	3				100	
3. T l	he Vendor shall sell and l	y good and sufficie	ent Con	eral Warran		deed,
	17 TT 11 1 Ct 1 C		(General w	arranty, covenant agai	nst grantor, or quit	tlaim)
convey to	the United States, free o	of lien or encumbra	nce, the foll	owing-describe	d real estate	which is
th oir	•	Droponty situat	4-1:41.0			
	(Homestead, community, separate)	property, situat	led in the Co	unty of	Paso	
State of	Teras	to wit.				
	* 0.44 A	to wit:				

4. NABOR RECEIPT XXIX BELIEVE X SECRETARIES AND A SECRETARIES AND KKELENGER BEFER A PROPERTY AND SECOND DESCRIPTION OF EXPENSES BY THE VENDER MEXICOCHTEX RESOLVENCES. HENCENERAL RECORDED NO DEBENDO AND DESIGNACION AND DESIGNACION DE LA MARCHA DELLA MARCHA DELLA MARCHA DE LA MARCHA DE LA MARCHA DE LA MARCHA DELLA MARCHA DELLA MARCHA DE LA MARCHA DE LA MARCHA DELLA M dayer attan namen i katerbie commen das denn en preventantes a bstracte newa da aptrocuesti dyxidex i kuinst Secretary and the expension and artexact and artexact and artexact and artexact artexact are arterior of series Producent transfer produced representation of the produce of the p

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

), by U. S. Treasury warrant or fiscal officer's check. 115.05

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. April 1, 1940

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

; except that the proper officers and agents of the April 1, 1940 thereon until 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 months from its date, unless extended twelve terminate by limitation at the expiration of 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.

Riverside Canal Extension Plat No. 21

0

Three tracts of land lying and situate in El Paso County, Texas and in the North half $(N\frac{1}{2})$ of Section five (5) Township thirty-four (34) South, and the Southeast quarter $(SE_{\frac{1}{2}})$ of the Southwest quarter $(SW_{\frac{1}{2}})$ 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 (820) 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 (680) 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 (550) 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 ninetyfour 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.

3

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.

Witnesses:	THE UNITED STATES OF AMERICA,
	By L. R. Flock
	Superintendent, Bureau of Reclamation.
	ξ ×
P. O. Address	
	T. D. Bancich
P. O. Address	Vendor.
	Agna Bancich
P. O. Address	Vendo au.
	V
	Vendor.
P. O. Address	
Approved:	= 2 p = 200 s
	N 1
(Date), 193	*

	MYTY I O	CERTIFICATE C	F ACK	NOWLE	DGMEN	1T		54,
STATE OF]	Strike	out (b) in case	the law does	not require a	camination of wife
COUNTY OF			} ss:	in Article 3	3 hereof.	п сопчеувисе	of the kind of	property described
(a) · \mathbf{I} , \cdots	Geo.	W. Boadley		, a		Notary	Public	2000
in and for said	d county, in th	ne State aforesaid, d	o hereby	certify f	that			
	T. D.	Renoich and a	as Ren	sich, b	is wife			*******
sealed, and de purposes there (b) I furtl separate and a upon that exa	elivered said in ein set forth, her certify tha apart from her mination she d	known to me to lared before me this strument of writing t I did examine the husband, and explance that she did and does not wish	said	free Agas	and acknowe and vol	owledged	that 1	he signed,
y	, companion,	nd official seal, this	to retract	the sam	ie.			0.50
[SEA		nd omeiai seai, this	020	Geo	of	-ALYT		, 195 2
My comm	nission expires	6/1/41	****		otary Pu	A Carlotte Comment	n and fe	P
141 COMMI	and expires.			***	E1	Paso C	o. Texa	3
PD £	oury Opiniy	Page No. Recorder.	495 W >	nar	لعمدا	Fees		
TATE OF	Texas	AFFIDAVIT OF 1	DISINT	ERESTE	EDNESS	. (558
OUNTY OF	el pas	0	88:	(1	Execute only or	n Returns O	ffice copy)	6 8
I do solem	nly swear (or a	affirm) that the cop	v of conta	ract here	to anneve	die en	voot con	7 of a sec
act made by 1 at I made the	me, personally.	with any benefit	or advant	tage to n	Agns Ra	ncich, allowing	any such	benefit or
erson or person	ns; and that t	he papers accompar h case made and pr	ying incl	ude all t	hose relat	ing to tl	ne said 'co	any other ontract, as
		en en en		rintend	ient	Bu	теаи of Rec	lamation
Subscribed	and sworn to	before me at	Paso, T	ere s			77 S. FF	
		this 11th	uay oi	N. Hose	Apri Nev	1	, A.	D. 195
[OFFICIA	AL SEAL]	My commission U. S. GOVERNMEN	Public expires	in and	for 51 3/1/41 -8068	-Pe 80 (o. Tela	

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

116r-1416 (Contract)

Date __

April 3

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

El Puso, 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

(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 ______

(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. of the method of or absence of advertising and in accordance with award of contract lettered, as shown above; that the total number of bids received is ______, and that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

L R Flock

Superintendent (Title)

(Signature of contracting officer)

Form 7-281

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	-grs
IN RE CONTRACT, dated	3/0/	- 1	115.05	
	wahase of 5.49	acres of land	1, 101 @	
Diversió	Canal Extension)B		
purpose				
purpose				OCT James Bengan,
1 - 1 in the s	hove-named contrac	et is necessary for the	pur pose trans,	
1. The land described in the a sideration is reasonable. Land of a	similar character i	n the vicinity has sold	recently for \$RO	7140
sideration is reasonable. Land of a	6 Sillings			
per acre.	gravity or x 1 cold	v 8-	0.50	
ALEXANDER DE CONTRACTOR DE LA CONTRACTOR	18 7 7 1			law.
		under the		
2. The land was entered Final certificate is dated		Potent is dated	A41	
Final certificate is dated		1 accite to the		
	land in Texas			
3. The land is subject to no water-right-application contract,	right-of-way grant or otherwise, except	to the Government un as follows:	nder stock-subscription	1 contract,
dike::				-10
8 m	of the land	are as follows:		X
4. The general character and	.08 acres culti	vá ted		
9	ad " uncul	11 vared		
1	.97 edres Hiver	rrigated and	addition	ial acres are
5. 0.03 acres of susceptible of irrigation under w	ater right described	as ionows.		
Under El Pago County Wat	er Improvement	District No. 1		
6. The following are estima crops and of the important imp	ites of the areas of e	each class of crops on th	he land and of the va	lues of such
* - = I.				

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

Feature	Riverside Can	al Extension	Date	necember a	
examined the	e undersigned Appr e tract or tracts believed to belon	of land, toge	ereby certify ether with the	that we have ca improvements t	refully hereon,
	anton Ran	cich			
lving and s	ituate in the Coun		Paso S	tate of Texas	
and located	in:				
R. T.	SecSec	Subdiv	V	Meridiun_	
R. T.	Sec.	Subdi	∇.	Meridian_	
R. T.	Sec.	Subdi	∇	Meridian	
RT.	Sec	Subdi	v	MELIGIAN	
County Plat	# Blk. 54, San 1	lizario Grant		10	
Containing	5.49 AC	TAS	more	or ress' miger.	
Class 2. () _ Pastu () _ Pastu () _ Late ()	Subject to Construences Acres	at \$\pi_256 at \$\pi_2\$ at \$\pi_2\$ at \$\pi_2\$ at \$\pi_2\$ acres at \$\pi_2\$	per acre	* *	<u>20.00</u> <u>95.05</u>
				_	
Improvement				_ \(\tau_ \) \(\	115.05
			Grand Total		
	rthermore individu the herein named n any manner finan	owner hy mai	rriaga or othe	T.M.T.P.O. TITO DITTO	o moralior
George George	e Huffman	W. K. I	Ramsey•	Geo. A. E	loadley
				Appraise	rs
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 liock

Project Superintendent Bureau of Reclamation

*

CERTIFIC.TE OF POSSECTION

. 50-

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. Mancich and Agns Mancich, 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 21 Paso, Texas, this 11th day of april, 1940.

Right of way agent

1

List of vouchers related to the acquisition of land covered by Contract Il6r-1416 dated April 3, 1940 between the United States and T. D. and Agns Rancich for Riverside Canal Extension - Rio Grande Project

Albaquerque, N. H.	19-63498	5/4/1941	Land Purchase	\$115.05
	19-61656	2-25-41	Policy of Title Insurance	30.00

å

List of vouchers related to the acquisition of land covered by Contract Il6r-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	Iand Purchase	\$115.05
PP .	19-61656	2-25-41	Policy of Title Insurance	30.00

MAR10'41 46216

	SINGLE ACKNOWL	EDGMENT.
THE STATE OF TEXAS,		
County of El Paso.	Before me	
a Notary Public	in and for El Po	aso County, Texas, on this day personally appeared
T. D. Rencich		- I'n tanate,
known to me to be the person	whose name 18	subscribed to the foregoing instrument and
acknowledged to me thathe	executed the same for to and seal of office this 10th	th day of February A. D. 19 41
(SEAL)	former Defend, all andrew <mark>w</mark>	rs. Willie H. Powell
Constant to the property out to	The state of the s	**************************************
401 Mis-	WIFE'S SEPARATE ACK	NOWLEDGMENT.
THE STATE OF TEXAS,	c between a wine the said	
County of El Poso	Before me	TORTHON O'ND MACOUNT CHESTON OF STATES AND
a Notary Public	in and for El Pa	so County, Texas, on this day personally appeared
Agns Rancich		T. D. Reneich
known to me to be the person w		he foregoing instrument, and having been examined
12	I Part I Day	came by me fully explained to her, she, the said
Agus Rencich	LOSE REPORTS	acknowledged such instrument
to be her act and deed, and dec		signed the same for the purposes and consideration
therein expressed, and that she		
Given under my hand	and seal of office this 10th	day of February A. D. 19.41.
		frs. Willie H. Powell
(SEAL)		
		The state of the s
	CLERK'S CERTII	FTCATTE
THE STATE OF TEXAS,		A second
County of El Paso.	I, P. D. Low	Clerk of the County Court
of said County, do hereby certiz	fy that the above instrument i	of switing dated on the 10th
		ificate of authentication, was filed for record in my
and duly recorded the 19	day of Feb.	, A. D. 19.41, at 3 o'clock P. M. A. D. 19.41, at 9 o'clock A. M.
		iges 353
		of said County, at office in El Paso, Texas, the day
and year last above written.	one sear of one country count	of same country, at office in Et 1 aso, 1 exas, the day
hase Templei, Sold and Control	kay and its more this ence o	P. D. Lowry
		0 =
I link us the act of June	ELF TRACT DE L'ARREST DA	Clerk County Court, El Paso County, Texas.
is some being -)	Ву	Mrs. J. W. Morrow , Deputy.
		'Y 'R' K'
		1941 P. M. Clerk, Texas. Deputy.
		S S S
	ed	minutes
	De De	e p
CCIC	A Hans, a san garanapel	Paso
RANCICH "	f A mut	
e w	of I	Record the. o'clock and. Gouxt, El
	70 ದ	
F P		Go Go
T.	Ψ.	or R o' D Mar
THE TOP TEXT	ν. σ.	Filed for Recday of at 3 o'cl P. D. County Co

therein expresses, and that she did not wish to retrie!	
	ingly signed the some for the purposes and considerally.
Vena Namedec	the same by me fully explained to her, she, the similarly acknowledged such instrument
known to me to be the person whose wome is subscribe	d to the forezoing instrument, and having been examine
The second	fe of
a Sectory Firsts	Et Pass County, Texas, on this day personally appeared
TO HAVE AND TO HOLD the above described pro	mises, together with all and singular the rights and
appurtenances thereto in any wise belonging, unto the THE UNITED STATES OF AMER	TOPTION TOPPONTENT
administrators, to Warrant and forever Defend, all an	ad themselves, their heirs, evecutors and
	ICA, its successors appropriate to the
	wfully claiming or to claim the same; or any part thereof.
WITNESS their hands at El Paso, T	exas, this tenth day of
February A. D. 19 40.	
Witnesses at Request of Grantor	T. D. Rancich
(55¢ Int. Rev. Documentary stamps affixed	Agns rancicn
and cancelled)	
SINGLE ACTS	NOWLEDGMENT

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 (4.52) acres, more or less. Shown as Parcel No. 3 on plat attached kexato and made a part of hundred containing four and thirty-two hundred the grantors and grantee herein, of the said official in Volu

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 the 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

Dealeste st time of

the only though

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

Three tracts of land lying and situate in El Paso County, Texas and in the North half $(N_{\overline{z}})$ of Section five (5) Township thirty-four (34) South, and the Southeast quarter $(SE_{\overline{z}})$ of the Southwest quarter $(SW_{\overline{z}})$ 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 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') Fast 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') 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 end 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 were to and made a part hereof.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 (680) seventy-two and two tenths (372.2) feet; South sixty-eight degrees (680) 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) feet to 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 (965) feet to the point of beginning. Said tract of land containing ninety-six 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 harmon 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.

MAR10'41 46216

	CINCLE ACKNOWLEDGMENT	- XXX
THE STATE OF TEXAS,	SINGLE ACKNOWLEDGMENT.	
County of El Paso.	Before me	toxas (ion this day personally appeared
a Notary Publication of the	in and for El Paso County	Texas (on his day personally appeared
T. D. Rancich		amuminime -
4. The Course of Maring	A. D. 1044.	direct
known to me to be the person	whose name is opinion sul	bscribed to the foregoing insulation
acknowledged to me that he	executed the same for the purposes of	and consideration herein expressed
	id seal of office this 10 day	SECTION OF THE PROPERTY OF THE
og mentioners, to Warrant and to	remer thefouth all mit Mas Afr	eie Doniel
	A constant page of the A	404.00
A THE PARTY OF THE PROPERTY OF		
into contract	WIFE'S SEPARATE ACKNOWLEDGME	N. Carlo
THE STATE OF TEXAS,	WIFE'S SEPARATE ACKNOWLEDGME	INT.
	Before me	The second second was the contract of the second
N 4 D 1744		Texas, on this day personally appeared
	wife of	VI I I I I I I I I I I I I I I I I I I
		instrument, and having been examined
		fully explained to her, she, the said
Agns Rancich		acknowledged such instrument,
***************************************		ame for the purposes and consideration
therein expressed, and that she did	Address of the second of the s	
	nd seal of office this 10 day	of Jehren A. D. to 48.
	m. 2	Leve & Towell
4		And Man
	CLERK'S CERTIFICATE	
THE STATE OF TEXAS,	1, P.D. Lowry	
County of El Paso.		
of said County, do hereby certify	that the above instrument of writing, d	lated on the 10 th
day of	4. D. 1941, with its certificate of au	uthentication, was filed for record in my
office this 12	day of Jel ,	A. D. 1941, at 3 o'clock P. M. A. D. 1941, at 9 o'clock Q. M.
The second secon		
in the records of said County, in	Volume 682 on Pages 3	<u>s-3</u>
Witness my hand and th	se seal of the County Court of said Cou	enty, at office in El Paso, Texas, the day
and year last above written.	2 5	
vo Granted, Sold and Conneve.		Fall seather to been unto the smit of
sokgetal thereto,	1	County Court, El Paso County, Texas.
to the set of June	By	o f. We morow, Deputy.
		1 3 5 km - 4 · 1
Sept.	, Edi	Clery Clery Control of the control o
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. 7	CLOCK GEOCK	Thrutes Clerk Thrutes DEPU County, Te County, Te County, Te
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the same described the same for the same for the surposessing considerable of the acknowledged & Constitution and the state of the second of the second of the same of the fully explained to her, she willing the state of the second state when the second state when it and hinding been said ned a war and a D. Rengion & ... in and for El Ind. County, Texas, on this day personally appeared 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

waxx 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

mente una assigno, aga	unst every person	whomsoever tawful	y claiming or to cla	im the sume; break	ly part-inereof.
WITNESS	their hands	at El Paso, Texas,	this tente	of the test of the	day of
Febru	ary A.	D. 1940.	9. D. Rome	ich -	
Witnessessat	Priest of Granton	to and for 121X	asna Ran	wie f	estiga statues
			7		
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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 (370) fourteen minutes (14') East one thousand six hundred fifty-three and seven tenths (1653.7) feet; thence North sixty-eight degrees (680) 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 hereto 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.



K

THE STATE OF TEXAS, COUNTY OF EL PASO.

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know all men by these presents;

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

visions of the act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplemental thereto,

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,

have Granted, Sold and Conveyed, and by these presents do

grant, Sell and Convey unto the said

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THE UNITED STATES OF AMERICA, WILLS TO THE LOSS AND

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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 (N2) of Section five (5) Township thirty-four (34) South, and the Southeast quarter (SE2) of the Southwest quarter (SW2) 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; themee 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; themee 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 (328.5) 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 instate and made a part instant 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 Lost sutherly 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 end 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 Farcel No. 2 on plat attached kerreto and made a part kerreto-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.

A O C Data Data O &

210 United States Court House El Paso, Toxas

February 24, 1941

From:

District Counsel

To:

Superintendent, El Pasc, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated April 5, 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. Ransich and Agns Rencich 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, Taxas, 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.

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.

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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.Der

MAR10'41 46216

ten 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 lingant may apply, and, if such adverse claim or right so established shall be for hear 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 trom all liability with respect to such claim or demand; provided, however, that failure to noticy 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

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

wherever it is company, has executed and attested these presents; but this policy tersigned by the duly authorized Agent Company.

The Cowners of The Company.

The Company The Company.

To OWNER'S POLICY

To OT THE UNITED STATES OF TRACE IN SURANCE AMERICA

The San Fall Zarie of Tract 10 Block

The San Fall Zarie Grant

The San Fall Zarie Grant

The State Treasurer of Texas.

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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.

Secretary.

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

Attest:

PIONEER ABSTRACT & GUARANTEE TITLE CO.
BY W. N. Neurona. Agent.

Asst. Secy.

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.

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TENER DELLA VILLE EN LA LA CONTRACT

6. Rights of any parties in possession.

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-

ORGANIZED AND OPERATING UNDER THE INSURANCE LAWS OF THE STATE OF insured in every suit or proceeding only NO (MADE 2 10) 1 finis for more than 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 - - 1 Its successors and assigns that/ 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 Three tracts of land lying and situate in El Paso County, Texas and in the No Section 5, Tsp. 34, South, and the Southeast quarter of the SWA of Section 32, Tsp. 33, South, Range 8 East Bureau of Reclamation Survey; 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 being also within survey 69 of the Official resurvey of the San Elizario Grants accretion thereto. Block 54 of the official resurvey of the San Elizario Grantas accepted by the Commissioners Court of El Paso County, Texas, the lath day of January, 1930 and of record in the office of the County Clerk of Said county and state: more particularly described as follows: said county and state; more particularly described as follows:

TRACT 1 - Beginning at a poin on the dividing line between tracts 10 and the said official resurvey of the Said las extended northerly, Block 54 of the said official resurvey of the Said last extended northerly. Elizario Grant and from which point the most southerly corner of said trace 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 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 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 constitut. TRACT 2 - Beginning at a point in the center of what formerly constitut ed 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

El Paso, Toxas. March 5, 1941.

FFOR

Superintendent

To

150

The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittel 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 woucher 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 Incurance Original Opinion of Title Original Recorded Deed List citing all related vouchers

L R Flock

In duplicate
EnclosuresAs listed above

except Policy of Title Insurance

MAR10'41 46216

B

TRANSFER CASE

El Paso, Texas. March 5, 1941.

DEPARTMENT OF THE INTERIOR 4/7/

RIO GRANDE

J-162-1416

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

In duplicate Enclosures-As listed above

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

MAR10'4 46216

12, 1941 Debuty. No. Total of the Paris Val Clerk County Court, El Paso County, Texas. P. D. Loury and year last above written. Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day in the records of said County, in Volume. and daily recorded the 19 605. M 2 19 di ot 2 o'clock A , A. D. 19 th with its certificate of authentication, was filed for record in my sith suffe equal to kop of said County, do hereby certify that the above instrument of writing, dated on the Comund of El Paso. Clerk of the County Court I B. D. LOREY THE STATE OF TEXAS, OPERES OFFICEIONTE (TWIS) Given under my hand and seal of office this 10th day of Robensary therein expressed, and that she did not wish to retract it. to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration insmurient done begbelwondor..... Agus Panel ch by me privily and apart from her husband, and having the same by me fully explained to her, she, the said known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined dolones of T. D. Beneloh Molouni angl in and for El Paso County, Texas, on this day personally appeared a Hotery Public TO County of El Paso. 1 | Before me THE STATE OF TEXAS, WIRE'S SEPARATE ACKNOWLEDGMENT. -build reflected 4th 1994 March as others seem to the street free print the Given under my hand and seal of office this state day of February A. D. 19 responded to me that he executed the same for the purposes and consideration therein expressed. description to the the person whose name and the foregoing instrument and of an of national To Bemoton in and for El Paso County, Texas, on this day personally appeared arrive Living County of El Poso. Before me. THE STATE OF TEXAS, SINGLE ACKNOWLEDGMENT.

feet to the point of beginning, smid tract of land contains ninety-six four and fifty-eight hundredths (5594.58) feet; thence worth sixty-eight defines (680) forty-seven minutes (69°) sest hime hundred eighty-five (985) initity-four minutes (36") Seat one hundred sixty-sine two seven tesths (169.7) feet and South lifty-two degrees (50°) teanty-five minutes (26°) East five Name and South lifty-feet a point from water the most sestorly corner of the ten (10) Block fifty-four (56) of the sold official resurvey of the Son Elicitic Crant bears South forty-siz degrees (66°) fifty-sight minutes (56°) fifty seconds (50°) East three transmit three numbered ninety-Service four the fire tenths (194.b) feet South fifty-size degrees (550) thooping season ty-four end of the the the tert. (278, 6) feet, bouth slavy-might degrees (600) narroit. of land containing to so and thirty-two hundredths (4.88) nores, make or less. Shows to be fart a hos, G on plat a takened here to make a part hundred seventy-older ("Well fest to the point of beginning, said treet ed South thirty-serve dourses (199) fourteen minutes (14*) Mast (aree weaterey of the Sea Mississa Seates the also alone said dividing line extendmid center line intersects the establish of the divising line between Tracts nine (9) and ten (10) stack fifty-four (54) of the Swid official 1870.8] Test and South to the control of the first seven minutes (575) that two bundred sithteen and the control of the first two bundred sithteen and the control of the first two bundred sithteen and the control of the first two bundred sithteen and the control of the first two bundred sithteen and the control of the first two bundreds in the control of the contr (68°) twenty-nine minutes (88°) 888° Chree hundred screenty and eight tenths artificial rectification thereof; thence about the center line of said former river had South fifty-aid; degrees (500) aims minutes (09°) mast two hundred thirty and five tenter (50°) feat; bouth mixty-eight degrees two constituted the bed of the Ric Grande as the same existed prior to the E.at two hundred tweaty-eight (Fis) fest to the center of what sormerly. (2509.0) feet; thende Morth twenty-one degrees (210) eight minutes (06*) seconds (800) East 180 thousand clubs handred nine and eight tenths Grant board South stateen degrees (160) fifteen minutes (186) fifty feet to a point from which the most southerly corner of Tract ten (10) Block fifty-four (54) of maid official resurvey of the San Alizario. (BE*) what you thousand one hundred thirty-seven and one tenth (1157,3) (1853,7) feet; thence Morth sixty-cidn't degrees [680] gifty-two minutes minutes [147] Engt one thousand six hundred fifty-three and seven lenthe of said irest ten (10) tenre Bouth thirty-seven degrees (270) fourteen Trace A - Juginaing at a posmit on the dividing line between Traces. ... nine [8] are sen (10) mark first four (50) of the self-official resurvey of the Son Bitzardo Grant and from saids point the most casterly corner survival to the transfer of the survey of THE RESERVE OF THE PERSON OF T and the first of the organization of the property of the first transfer of the confidence of the confidence of Service the second of the restoral traction of the property of the party of the par and the first of the control of the

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

news and assigns forever; and do hereby bind thouselves, their heirs, evecutors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said THE CHITED STATES OF AMERICA, Its successors

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

WITNESS hand at El Paso, Texas, this tenth

____A, D. 19

day of

Witnesses at Request of Grantor

Agns Reneich

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

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The (10) and elevane (11) as extended northerly, block flity-four (54) of the said official samples of the San Elizario Grant and from which point the coatherly samples of the San Clizario Grant and from which point the foot coatherly samples (14) bear four tendered sixty-eight and five tential (16) hears fourth thirty-seven degrees from tential (16) hears (16) to the feet them feet; thence borth thirty-seven degrees (370) fourteen degrees (16) samples (16) fourteen and one tenth (17,1) feet along the dividing an extraded fourteen and one tenth (10) and elevas (11) to the fenter of which makes the bear elisted of each of the file arades as the same elisted of each of the file arades (180) thirty-two degrees (190) thirty-two of each of the file of the file of the fenter (16) feet south elisty-seven tenths (16) for samples (16) for the feath-seven and one tenths (16) feet south elisty-seven tenths (16) feet for the file of thirty-file (16) feet; thence south elisty-flux (160) feet one hundred fifty-flux (160) feet; thence south elighty-flux (160) feet enths (160) fifty-three minutes (160) feet; thence south elighty-flux (160) feet south elighty-flux (160) feet

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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 (370) fourteen minutes (14') East one thousand six hundred fifty-three and seven tenths (1653.7) feet; thence North sixty-eight degrees (680) 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 (160) fifteen minutes (15') fifty seconds (50") East two thousand eight hundred nine and eight tenths (2809.8) feet; thence North twenty-one degrees (210) 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 (720) 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 kerreto and made a part of kerrent 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.

The mount

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

know all men by these presents;

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

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

One immared 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 eats 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

SPERSONAL PROPERTY.

SHARING NAMES OF

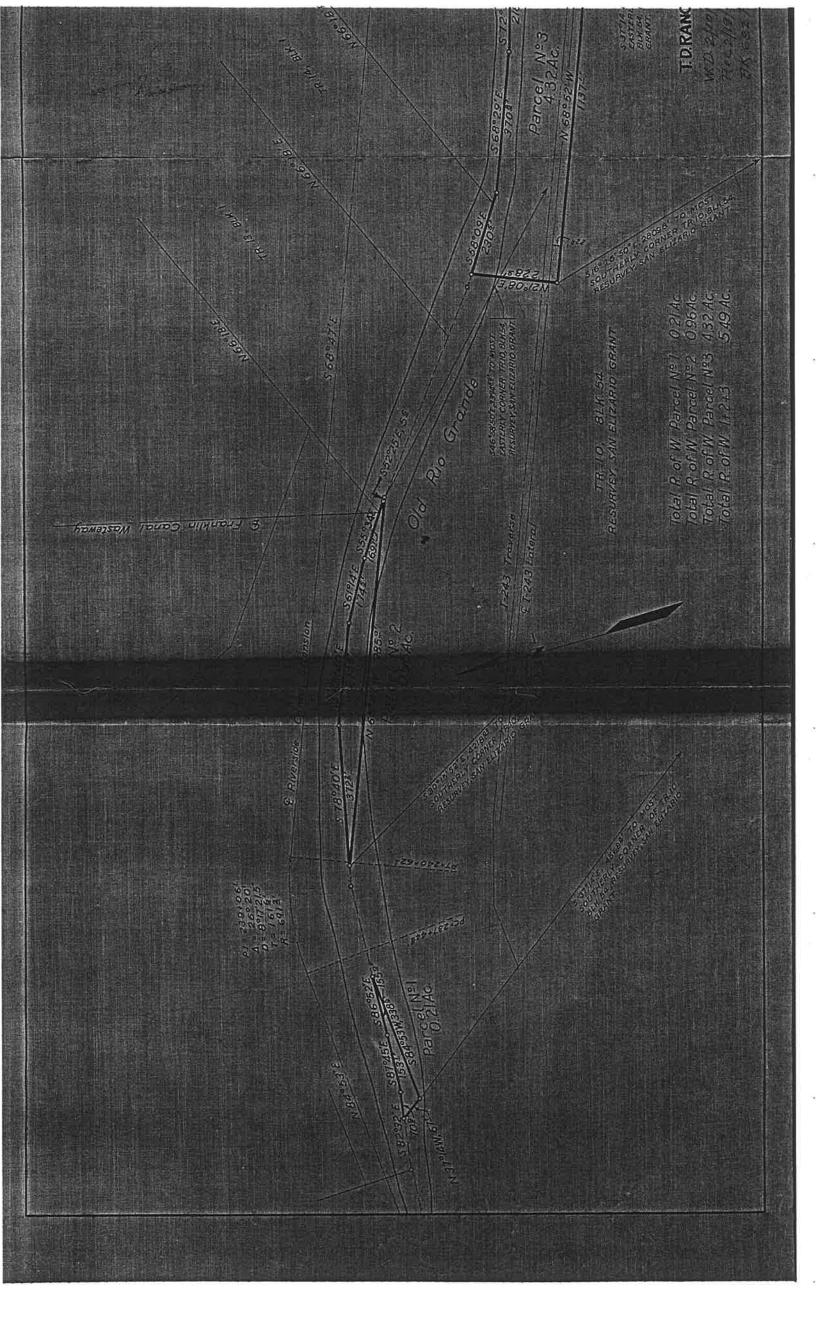
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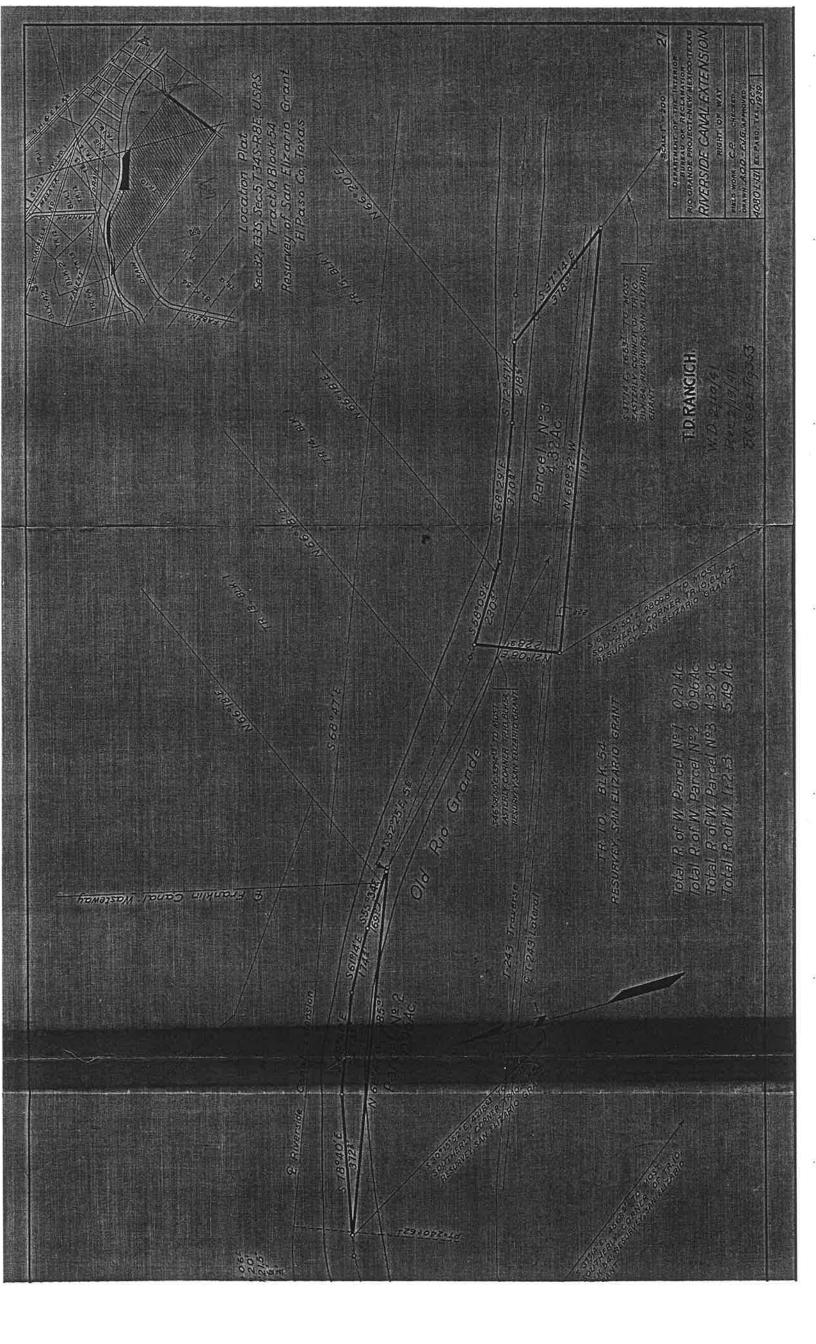
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

Three tracts of land lying and situate in El Paso County, Texas and in the North half $(N\frac{1}{2})$ of Section five (5) Township thirty-four (34) South, and the Southeast quarter (SE_{4}^{1}) of the Southwest quarter (SV_{4}^{1}) 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 (860) 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 kereto and made a part kereof.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 end eight tenths (274.8) feet; South sixty-one degrees (61°) fourteen minutes (14') East one hundred seventy-four end 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





List of vouchers related to the acquisition of land covered by Contract Il6r-1416 dated April 5, 1940 between the United States and T. D. and Agas Rancich for Riverside Canal Extension - Mio Grande Project

Albuquerque,	N.	M.	19-63498	3/4/1941	Land Purchase	\$115.05
	y.		19-61656	2-25-41	Policy of Title	50.00

210 United States Court House El Paso, Toxas

February 24, 1941

From:

District Counsel

To:

Superintendent, El Paso, Texas.

Subject: Asquisition of land - Opinion of title to land described in contract dated April 5, 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.

- 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 deted 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 pelicy 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 10:50 O'clock, a. E., and duly recorded the 19th day of april a. D. 1940, at 9 O'clock a. E. 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

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CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally exemined the land described in attached land purchase contract dated april 3, 1940, between the United States of america, and T. D. Sancich and agns Sancich, 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.

Right of way agent

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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

	UNITEI	STATES	Plat #1	ar .
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Form 7-281

A. S. Marie & Co.

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

RIO GRAGO IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

	ving purchase of 5.49 acres of land, for \$ 118.08	·;
purpose	reide Canal Extension	
1. The land described in	the above-named contract is necessary for the purpose stated, and	the con-
sideration is reasonable. La per acre.	nd of a similar character in the vicinity has sold recently for \$	105
the management of	page massage operation of the same control and a control a	
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2. The land was entered	under the	law.
Final certificate is dated	Patent is dated	
No pub	lic land in Texas	
3. The land is subject t	o no right-of-way grant to the Government under stock-subscription act, or otherwise, except as follows:	contract,
3. The land is subject twater-right-application contr	o no right-of-way grant to the Government under stock-subscription act, or otherwise, except as follows:	
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3. The land is subject twater-right-application contracts	o no right-of-way grant to the Government under stock-subscription act, or otherwise, except as follows: and quality of the land are as follows: 0.08 acres cultivated 2.44 accultivated	
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3. The land is subject to water-right-application control. 4. The general character forms of the second se	o no right-of-way grant to the Government under stock-subscription act, or otherwise, except as follows: and quality of the land are as follows: 0.08 acres cultivated 2.44 accustivated 1.97 acres hiver bed	erst : : :

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crops and of the important improvements:

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 No. OF AWARD

(Contract) April 3 Date ...

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

El Puso, Texas

(Department or establishment)

(Bureau or office)

METHOD OF OR ABSENCE OF ADVERTISING

(Location)

(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 ______

(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. ... 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.

LR itook

Superintendent

(Signature of contracting officer)

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—6090

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

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande * * ********************************
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commissioner, and not to the General Accounting Office, and a copy of same for the commissioner is not required. Where a contract
2" BECELLIONS - RECORD OF EXECUTION OF CONTRACT
contract is prepared and executed there) notifies the offices indicated on the form by return of enotes of the form:
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3. On this date the above-described contract was executed, and bond, if any,
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5. On this date the above described contract was executed, and bond, if any,
approved by

Bl 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 Grands Project.

1. The following title papers, as required by the General Accounting Office to support G. F. Allen's woucher 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 Titls Original Recorded Deed List citing all related vouchers

> > L R Flock

In daplicate
EnclosuresAs listed above

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