780 SHERWOOD, HERBERT N., et. ux., Pleaz D. WARRANTY DEED (183) RIVERSIDE CANAL EXTENSION PLAT NO. 5 0023-0088-0002-00 22-(2) Texas 780

SINGLE ACKNOWLEDGMENT.

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

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

Herbert N. Sherwood

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

Given under my hand and seal of office this 22 *day of* March *A. D. 19*46

(SEAL)

Geo. W. Hoadley

Com. Ex. 6/1/41

Notary Public within and for El Paso County, Texas.

WIFE'S SEPARATE ACKNOWLEDGMENT.

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

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

Flora D. Sherwood, *wife of* Herbert N. Sherwood

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

Given under my hand and seal of office this 22nd *day of* March *A. D. 19*46.

(SEAL)

Geo. W. Hoadley

Com. Ex. 6/1/41

Notary Public within and for El Paso County, Texas.

CLERK'S CERTIFICATE

THE STATE OF TEXAS,

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 refiled for record in my office, on the 3 day of April, A.D. 1941, at 11 o'clock A.M., and duly recorded the 11 day of April, A.D. 1941, at 9 o'clock A.M., in the Deed Records of said County, in Volume 686, on page 223.

WITNESS my hand and 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 Marie Grady, Deputy.

By ....., *Deputy.*

Herbert N. Sherwood
et ux, Flora D. Sherwood
TO
The United States of America

Warranty Deed

Filed for Record the 26 *day of* March *19*41
at 11 *o'clock and* 55 *minutes* A.M.
Recorded 4-2-41 at 9 a.m.
P.D. Lowry, *County Clerk,*
County Court, El Paso County, Texas.
By W. T. Duncan, *Deputy.*

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

Herbert N. Sherwood and Pleaz D. Sherwood, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of
Two hundred eighteen and 30/100 ($218.30) - - - - - - - - - - - - - - - - - *DOLLARS,*

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

ha ve *Granted, Sold and Conveyed, and by these presents do grant, Sell and Convey unto the said*

THE UNITED STATES OF AMERICA

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

A tract of land lying and situate in El Paso County, Texas and in the Southwest quarter (SW¼) of Section thirty-one (31) Township thirty-three (33), South, Range eight (8) East, Bureau of Reclamation Survey; being also within Tract eight (8), and accretion thereto, Block forty-one (41) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at a point on the southerly line of Tract eight (8) Block

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

THE UNITED STATES OF AMERICA, its successors

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

WITNESS their *hand*s *at El Paso, Texas, this* twenty-second *day of* March *A. D. 19*46.

Witnesses at Request of Grantor

(55¢ in U.S. Int. Rev. stamps affixed & cancelled)

Herbert N. Sherwood

Pleaz D. Sherwood

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

Herbert N. Sherwood and Pleas D. Sherwood, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of
Two hundred eighteen and 30/100 ($218.30) - - - - - - - - - - - - - - - - - DOLLARS,

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

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

THE UNITED STATES OF AMERICA

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

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

A tract of land lying and situate in El Paso County, Texas and in the Southwest quarter (SW¼) of Section thirty-one (31) Township thirty-three (33), South, Range eight (8) East, Bureau of Reclamation Survey; being also within Tract eight (8), and accretion thereto, Block forty-one (41) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at a point on the southerly line of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant and from which point the Southeast corner of said Tract eight (8) bears North seventy-three degrees (73°) forty-six minutes (46') East three hundred sixty-six and seven tenths (366.7) feet and South eighty-nine degrees (89°) thirty-one minutes (31') East six hundred fifty-two and five tenths (652.5) feet; thence along said southerly line of Tract eight (8) South seventy-three degrees (73°) forty-six minutes (46') West three hundred twenty-six and five tenths (326.5) feet; thence North eleven degrees (11°) thirty-three minutes (33') West fifty-eight (58) feet; thence North forty-nine degrees (49°) west eighty (80) feet; thence North eighty-two degrees (82°) thirty-nine minutes (39') west two hundred sixty-one (261) feet; thence continuing along a southerly line and an extension thereof of said Tract eight (8) South sixty-four degrees (64°) fifty-one minutes (51') West four hundred eighty and nine tenths (480.9) 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 North five degrees (5°) twenty-six minutes (26') East seventy-five and seven tenths (75.7) feet; North no degrees (0°) fifteen minutes (15') West two hundred twenty-three (223) feet, North two degrees (2°) fifty-four minutes (54') West one hundred nineteen and two tenths (119.2) feet, North seven degrees (7°) eleven minutes (11') West one hundred thirty-six and one tenth (136.1) feet; North twelve degrees (12°) thirty-seven minutes (37') East sixty-eight and seven tenths (68.7) feet and North forty-one degrees (41°) fifty-three minutes (53') East one hundred sixteen and nine tenths (116.9) feet to a point from which the Northeast corner of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-three degrees (53°) thirty-nine minutes (39') ten seconds (10") East one thousand six hundred ninety-five and seven tenths (1695.7) feet; thence South thirty-seven degrees (37°) three minutes (03') East one hundred eleven and nine tenths (111.9) feet; thence South sixty-three degrees (63°) thirty-seven minutes (37') East one thousand forty-four and eight tenths (1044.8) feet to the point of beginning. Said tract of land containing seven and thirty-two hundredths (7.32) acres, more or less. All as shown on plat attached ~~[illegible]~~ to that certain contract between grantor and grantee dated September 7, 1940, of record in book 674, page 362 of the Deed Records of El Paso County, Texas.

Correct as to Engineering Data H. D.

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
County of El Paso.

Before me Geo. W. Hoadley a Notary Public in and for El Paso County, Texas, on this day personally appeared Herbert N. Sherwood

Opinion of title examined and certificate

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

Given under my hand and seal of office this 22nd day of March A. D. 1940

Geo. W. Hoadley
Notary Public within ~~and for~~ El Paso County, Texas.

Com Ex 6/1/41

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
County of El Paso.

Before me Geo. W. Hoadley a Notary Public in and for El Paso County, Texas, on this day personally appeared Pleaz D. Sherwood, wife of Herbert N. Sherwood

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

Given under my hand and seal of office this 22nd day of March A. D. 1940.

Geo. W. Hoadley
Notary Public within and for El Paso County, Texas.

Com Ex 6/1/41

CERTIFICATE OF RECORD

IDEAL PRINTING CO.—EL PASO

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 3 day of April, A. D. 1941, at 11 o'clock a M., and duly recorded the 11 day of April A. D. 1941, at 9 o'clock a M., in the Deed Records of said County, in Volume 686, on page 223

WITNESS my hand and 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 Marie Grady, Deputy.

COMPARED 18959
COMPARED 15673
INDEXED

Herbert N. Sherwood, et al
Pleaz D.

TO

The United States of America

Warranty Deed

Filed for Record the

FILED FOR RECORD
APR 9 1941
AT 11:00 O'CLOCK A.M.
AND RECORDED
April 11, 1941
AT 9 O'CLOCK A.M.
P. D. LOWRY, County Clerk
BY Marie Grady DEPUTY

3/22/41

686 / 223

WARRANTY DEED, SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT No. 38-A

FOR SALE BY ELLIS BROS. PTG. CO., EL PASO

~~18629~~ 18989

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

Herbert N. Sherwood and Pleaz D. Sherwood, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of
Two hundred eighteen and 30/100 ($218.30) - - - - - - - - - - - - - - - - - - DOLLARS,

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

THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

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

WITNESS their hands at El Paso, Texas, this twenty second day of March. A. D. 19 46.

Witnesses at Request of Grantor

Herbert N. Sherwood
Pleaz D. Sherwood

WARRANTY DEED, SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT No. 38-A

FOR SALE BY ELLIS BROS. PTG. CO., EL PASO

~~18629~~ 18989

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

Herbert N. Sherwood and Pleaz D. Sherwood, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of
Two hundred eighteen and 30/100 ($218.30) - - - - - - - - - - - - - - - - - - DOLLARS,

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

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

THE UNITED STATES OF AMERICA

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

A tract of land lying and situate in El Paso County, Texas and in the Southwest quarter (SW¼) of Section thirty-one (31) Township thirty-three (33), South, Range eight (8) East, Bureau of Reclamation Survey; being also within Tract eight (8), and accretion thereto, Block forty-one (41) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at a point on the southerly line of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant and from which point the Southeast corner of said Tract eight (8) bears North seventy-three degrees (73°) forty-six minutes (46') East three hundred sixty-six and seven tenths (366.7) feet and South eighty-nine degrees (89°) thirty-one minutes (31') East six hundred fifty-two and five tenths (652.5) feet; thence along said southerly line of Tract eight (8) South seventy-three degrees (73°) forty-six minutes (46') West three hundred twenty-six and five tenths (326.5) feet; thence North eleven degrees (11°) thirty-three minutes (33') West fifty-eight (58) feet; thence North forty-nine degrees (49°) West eighty (80) feet; thence North eighty-two degrees (82°) thirty-nine minutes (39') West two hundred sixty-one (261) feet; thence continuing along a southerly line and an extension thereof of said Tract eight (8) South sixty-four degrees (64°) fifty-one minutes (51') West four hundred eighty and nine tenths (480.9) 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 North five degrees (5°) twenty-six minutes (26') East seventy-five and seven tenths (75.7) feet; North no degrees (0°) fifteen minutes (15') West two hundred twenty-three (223) feet, North two degrees (2°) fifty-four minutes (54') West one hundred nineteen and two tenths (119.2) feet, North seven degrees (7°) eleven minutes (11') West one hundred thirty-six and one tenth (136.1) feet; North twelve degrees (12°) thirty-seven minutes (37') East sixty-eight and seven tenths (68.7) feet and North forty-one degrees (41°) fifty-three minutes (53') East one hundred sixteen and nine tenths (116.9) feet to a point from which the Northeast corner of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-three degrees (53°) thirty-nine minutes (39') ten seconds (10") East one thousand six hundred ninety-five and seven tenths (1695.7) feet; thence South thirty-seven degrees (37°) three minutes (03') East one hundred eleven and nine tenths (111.9) feet; thence South sixty-three degrees (63°) thirty-seven minutes (37') East one thousand forty-four and eight tenths (1044.8) feet to the point of beginning. Said tract of land containing seven and thirty-two hundredths (7.32) acres, more or less. All as shown on plat attached ~~hereto and made a part hereof~~ to that certain contract between grantor and grantee dated September 7, 1940, ~~of record in book 674, page 369 of the~~ Deed Records of El Paso County, Texas.

Correct as to Engineering Data H. D. S.

Commercial Standard Insurance Company

Fort Worth, Texas

OWNER'S POLICY
OF TITLE INSURANCE

To

THE UNITED STATES OF AMERICA,

PROPERTY

Part of Tract 8, Block 41, San Elizario Grant, El Paso County, Texas.

Copies of abstracts and certificates of title examined.

THIS POLICY ISSUED BY

Pioneer Abstract & Guarantee Title Co.

MAIN 838 FIRST NAT'L BUILDING

EL PASO, TEXAS

2M-1-41

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 aply, and if such adverse claim or right so established shall be for less than the whole of the property, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse claim or right established may bear to the whole property. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to such claim or demand; provided, however, that failure to notify shall not prejudice the claim of the assured, if such assured shall not be a party to such action or procedure, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all rights of insured against all other parties.

Upon sale of the property covered hereby, this policy automatically thereupon shall become a warrantor's policy and the insured, his heirs, executors and administrators, shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he or they may sustain on account of any warranty contained in the deed executed by insured conveying said property. The Company to be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof (and not excepted above) such liability not to exceed the amount above written.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company.

Karl F. Vasen — *Secretary*

G. Plummer — *President*

Countersigned at El Paso, Texas this 26th day of March AD., 19 41.

ATTEST:

PIONEER ABSTRACT & GUARANTEE TITLE COMPANY,

By, W. W. Newman Agent.
President,

H. L. McCune
Asst. Sec'y.

subject to:

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

1a. 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 U. S. A.

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

6. Rights of parties in possession.

Said Company shall not be liable in a greater amount than actual monetary loss of insured, and in no event shall said Company be liable for more than -TWO HUNDRED EIGHTEEN AND 30/100 ($218.30) - - - - - - - - - - Dollars, and shall, at its own cost, defend said insured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title hereby guaranteed, provided the party or parties entitled to such defense shall, within a reasonable time after the commence-

TEXAS STANDARD FORM—Owner's Policy

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

Opinion of ~~A. C.~~ and certificate of title examined. 4/6/44

O. T. NO.
POLICY № 38047

Amount $ 218.30

C/14746

Commercial Standard Insurance Company

Fort Worth, Texas

Owner's Policy of Title Insurance

COMMERCIAL STANDARD INSURANCE COMPANY,
a Corporation, of Fort Worth, Texas,
herein called the Company, for value
Does Hereby Guarantee to

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

A tract of land lying and situate in El Paso County,Texas, and in the S.W.¼ of Section 31, Township 33, South, Range 8 East Bureau of Reclamation Survey being also within TRACT 8, and accretion thereto, BLOCK 41, of the official resurveyof the San Elizario Grant, as accepted by the Commissioners' Court of El Paso County,Texas, the 13th day of January 1930, and of record inthe office of the county clerk of said county, and state, more particularly described as follows:

BEGINNING at a point on the Sly.line of Tract 8, Block 41, of the said official resurvey of the said resurvey of the San Elizario Grant, and from which point the S. E.corner of said tract 8, bears North 73° 46' E. 366.7 feet and S.89° 31' E. 652.5 feet;thence along said Sly.line of Tract 8, S. 73° 46' W. 326.5 feet;thence N.11° 33' W.58 feet; thence N.49° West 80 feet;thence N.82° 39' W. 261 feet;thence continuing along a Sly.line and an extension thereof of said tract 8, S. 64° 51' W.480.9 fe to the center of what formerly constituted the bed of the Rio Grande, as the same existed prior to the artifical rectification thereof;thence along the center line of said former river bed N.5° 26' E.75.7 feet; N. 0° 15' W.223 feet, N.2° 54' W.119.2 ft; N.7; 11' W.136.1 feet; N. 12° 37' E.68.7 ft and N.41° 53' E.116.9 feet to a point from which the N.E.corner of Tract 8, Block 41, of said official resurvey of the San Elizario Grant bears N.53° 39' 10" E.1695.7 feet;thence S.37° 03' E. 111.9 feet;thence S.63° 37' E.1044.8 ft.to the point of beginning, said tract of land containing 7.32 acres more or less,all as shown on plat attached to that certain contract between grantor and grantee, dated Sept.7, 1940 of record in Book 674,page 362, Deed Records of El Paso County,Texas.

210 United States Court House
El Paso, Texas

April 14, 1941

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated September 7, 1940, between the United States and Herbert N. Sherwood and Pleaz D. Sherwood; Area, 7.32 acres; Consideration $218.30; 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 Herbert N. Sherwood and Pleaz D. Sherwood, 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 March 22, 1941, from Herbert N. Sherwood and Pleaz D. Sherwood to the United States, and by policy of title insurance No. 38047 of the Commercial Standard Insurance Company of Fort Worth, Texas, countersigned March 26, 1941, by the Pioneer Abstract & Guarantee Title Company, El Paso, Texas, 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 $218.30, may now be paid to the United States' grantors, Herbert N. Sherwood and Pleaz D. Sherwood, Route 37, Box 145-A, El Paso, Texas, there being no deductions to be made from the purchase price.

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

- - -

In quadruplicate.

H. J. S. Devries.

MAY29'41 53164

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

210 United States Court House
El Paso, Texas

April 14, 1941

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated September 7, 1940, between the United States and Herbert N. Sherwood and Pleaz D. Sherwood; Area, 7.32 acres; Consideration $218.30; 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 Herbert N. Sherwood and Pleaz D. Sherwood, 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 March 22, 1941, from Herbert N. Sherwood and Pleaz D. Sherwood to the United States, and by policy of title insurance No. 38047 of the Commercial Standard Insurance Company of Fort Worth, Texas, countersigned March 26, 1941, by the Pioneer Abstract & Guarantee Title Company, El Paso, Texas, 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 $218.30, may now be paid to the United States' grantors, Herbert N. Sherwood and Pleaz D. Sherwood, Route 37, Box 145-A, El Paso, 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.

UNITED STATES

DEPARTMENT OF THE INTERIOR

List of all vouchers related to the acquisition of land covered by contract I16r-1456 dated Sept.7, 1940 - Herbert N. and Pleaz D. Sherwood

BUREAU OF RECLAMATION

210 United States Court House

El Paso, Texas

April 14, 19

Paying Office	Voucher No.	Date	Service	Amount
Albuquerque, N.M.	19-74456	4-16-1941	Policy Title Insurance	$15.00

From: Territorial Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - examination of title to land described in contract dated September 7, 1940, between the United States and Herbert N. Sherwood and Pleaz D. Sherwood; Area, 7.32 acres; Consideration $216.00; 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 Herbert N. Sherwood and Pleaz D. Sherwood, 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 March 22, 1941, from Herbert N. Sherwood and Pleaz D. Sherwood to the United States, and by policy of title insurance No. 58047 of the Commercial Standard Insurance Company of Fort Worth, Texas, countersigned March 26, 1941, by the Pioneer Abstract & Guarantee Title Company, El Paso, Texas, 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 $216.00, may now be paid to the United States' grantors, Herbert N. Sherwood and Pleaz D. Sherwood, Route 37, Box 145-A, El Paso, 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.

MAY 29 '41 53164

List of all vouchers related to the acquisition of land covered by contract I16r-1456 dated Sept.7, 1940 - Herbert N. and Pleaz D. Sherwood

Paying Office	Voucher No.	Date	Service	Amount
Albuquerque, N.M.	19-74456	4-15-1941	Policy Title Insurance	$15.00

- - - -

ems

El Paso, Texas. May 26, 1941.

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers - Land purchased from Herbert N. Sherwood and Pleaz D. Sherwood - 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 No. 19-82712 dated May 16, 1941, covering payment for acquisition of land from Herbert N. Sherwood and Pleaz D. Sherwood for right of way for Riverside Canal Extension are enclosed herewith:

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

- - - -

L R Fleck

In duplicate
Encls-
Policy of Title Insurance
Original Opinion of Title in duplicate
Original recorded deed in duplicate
List citing related vouchers in duplicate

cc- Denver - with copy of enclosures except Policy of Title Insurance

MAY 29 41 53164

TRANSFER CASE

Opinion of ~~C.~~ DC and certificate of title examined.

UNITED STATES
DEPARTMENT OF THE INTERIOR 430.-
BUREAU OF RECLAMATION
El Paso, Texas. May 26, 1941 RIO GRANDE M & F

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers - Land purchased from Herbert N. Sherwood and Pleaz D. Sherwood - 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 No. 19-82712 dated May 16, 1941, covering payment for acquisition of land from Herbert N. Sherwood and Pleaz D. Sherwood for right of way for Riverside Canal Extension are enclosed herewith:

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

- - - -

G. H. Brock

In duplicate
Encls-
Policy of Title Insurance
Original Opinion of Title in duplicate
Original recorded deed in duplicate
List citing related vouchers in duplicate

cc- Denver - with copy of enclosures except
Policy of Title Insurance

MAY29'41 53164

Approved:

I. S. Hock

Project Superintendent

(4-7951) U. S. GOVERNMENT PRINTING OFFICE

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated September 7, 1940, between the United States of America and Herbert W. Sherwood and Pleaz D. Sherwood, 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 20th day of September, 1940.

Geo. W. Hoadley

Right of Way Agent

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY certify that the land described in attached land purchase contract dated September 7, 1940, between the United States of America and Herbert N. Sherwood and Pleaz D. Sherwood, his wife, is required for the purposes authorized by the act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, namely, as right of way for the Riverside Canal Extension, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, $218.30, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 20th day of September, 1940.

L. R. Fiock
Project Superintendent
Bureau of Reclamation

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

8. The land is leased to owner in possession whose lease expires _____ Arrangements as follows have been made with him for release of his interest:

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

Dated September 20, 19 40

(Signature) Geo. W. Boadley

(Title) Right of Way Agent

Approved:

L R Flock

Project Superintendent.

6—7381 U. S. GOVERNMENT PRINTING OFFICE

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY certify that the land described in attached land purchase contract dated September 7, 1940, between the United States of America and Herbert N. Sherwood and Pleaz D. Sherwood, his wife, is required for the purposes authorized

Form 7-281
(Jan. 1937)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated Sept. 7, 1940; made by Herbert W. Sherwood & Pleas D. Sherwood involving purchase of 7.32 acres of land, for $ 218.30;

purpose Riverside Canal Extension

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

2. The land was entered _____ under the _____ law.

Final certificate is dated _____ Patent is dated _____

No public lands in Texas

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

No

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

0.32A in river cutoff
5.56A pasture
0.61A borrow pits
0.83A riverbed

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

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

6—7381

no crops

UNITED STATES
DEPARTMENT OF THE INTERIOR **Plat No. 8**
BUREAU OF RECLAMATION
Land Classification and Valuation Report

Feature Riverside Canal Extension Date **Dec. 7** 19 **39**

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

H. N. Sherwood

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

R___ T.___ Sec.___ Subdiv.___ Meridian___
R___ T.___ Sec.___ Subdiv.___ Meridian___
R___ T.___ Sec.___ Subdiv.___ Meridian___
R___ T.___ Sec.___ Subdiv.___ Meridian___

County Plat # **Blk. 41, San Elizario Grant** Tract # **8**
Containing **7.32** Acres more or less, under
(~~xxxxxxxxx~~) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges

( )	Acres	at $	per acre	$	
( )	Acres	at $	per acre	$	
( )	Acres	at $	per acre	$	
( )	Acres	at $	per acre	$	
( )	Acres	at $	per acre	$	$

Class 2. Suspended

( )		Acres at $	per acre	$		
( )		Acres at $	per acre	$		
( )		Acres at $	per acre	$		
( )	River & Cutoff 1.15	Acres at $ 10.00	per acre	$	11.50	
( )	Pasture 5.68	Acres at $ 35.00	per acre	$	198.80	
( )	1.88	Acres at $ 35.00	per acre	$	65.80	$ 216.30
	Borrow Pits 0.61	20.00			12.20	

Land not under the Project:

Improvements: $

Grand Total $ **216.50**

We furthermore individually certify that neither of us is in any manner related to the herein named owner, by marriage or otherwise, and that neither of us is in any manner financially interested in the herein described property.

Geo. Kuffman **W. K. Ramsey** **Geo. W. Keadley**
Appraisers

Approved:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF EL PASO } ss:

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

(a) I, Geo. W. Headley, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Herbert W. Sherwood and Fleon D. Sherwood, his wife who are personally known to me to be the person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

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

Given under my hand and official seal, this 12th day of September, 1940

[SEAL] Geo. W. Headley
Notary Public in and for El Paso Co. Texas

My commission expires 6-1-41

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas
COUNTY OF El Paso } ss:

I hereby certify that this instrument was filed for record at my office at 9:45 o'clock A.M., Sept 25, 1940 and is duly recorded in Vol. 674 of Page No. 362

Seal

P. D. Lowry
County Recorder.

By Marie Grady Fees, $

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF
COUNTY OF } ss:

(Execute only on Returns Office copy)

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

Bureau of Reclamation.

Subscribed and sworn to before me at

this day of , A. D. 193

[OFFICIAL SEAL] My commission expires

U.S. GOVERNMENT PRINTING OFFICE: 6—8068

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

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

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

In witness whereof the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

Witnesses:

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

P. O. Address .....

Herbert H. Sherwood
Vendor.

P. O. Address .....

Pleas D. Sherwood
Vendor.

P. O. Address .....

Vendor.

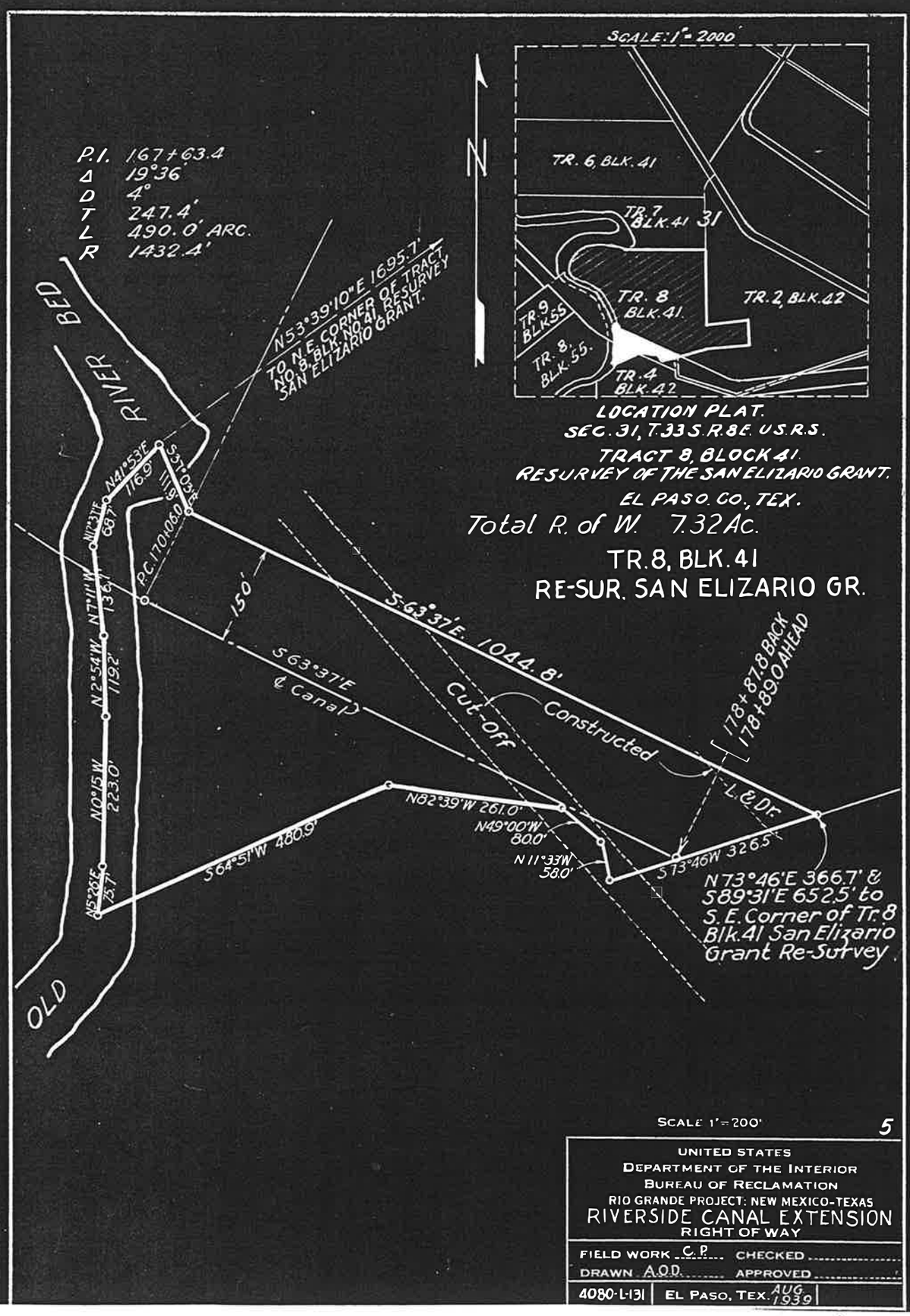
P. O. Address .....

P. O. Address Route 37, Box 145A
El Paso, Texas

Approved:

(Date) ....., 193

6—8068



UNITED STATES
DEPARTMENT OF THE INTERIOR **Plat No. 5**
BUREAU OF RECLAMATION
Land Classification and Valuation Report

Feature Riverside Canal Extension Date **Dec. 9** 19 **39**

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

H. N. Sherwood

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

R____ T.____ Sec.____ Subdiv.____ Meridian____
R____ T.____ Sec.____ Subdiv.____ Meridian____
R____ T.____ Sec.____ Subdiv.____ Meridian____
R____ T.____ Sec.____ Subdiv.____ Meridian____

County Plat # **Blk. 41, San Elizario Grant** Tract # **8**
Containing **7.32** Acres more or less

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

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

THE UNITED STATES OF AMERICA,

Witnesses:

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

P. O. Address ---

Herbert H. Sherwood
Vendor.

P. O. Address ---

Pleas D. Sherwood
Vendor.

P. O. Address ---

Vendor.

P. O. Address ---

P. O. Address Route 37, Box 1454
El Paso, Texas

Approved:

(Date) ---, 193

6—8068

4. ~~Upon representation that this contract has been approved on behalf of the Bureau of Reclamation, the Vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall be taken or extended by the Vendor to include each instrument affecting or properly recorded in connection therewith, including the conveyance under this contract. Provided, That if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property.~~ If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.

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

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

- - - Two hundred eighteen 30/100 - - - - - dollars

($ **218.30**), 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 **September 15th, 1940** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop thereon until **September 15th, 1940** ; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

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

6—8068

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

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

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

Riverside Canal Extension
Plat No. 5

A tract of land lying and situate in El Paso County, Texas and in the Southwest quarter (SW¼) of Section thirty-one (31) Township thirty-three (33), South, Range eight (8) East, Bureau of Reclamation Survey; being also within Tract eight (8), and accretion thereto, Block forty-one (41) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at a point on the southerly line of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant and from which point the Southeast corner of said Tract eight (8) bears North seventy-three degrees (73°) forty-six minutes (46') East three hundred sixty-six and seven tenths (366.7) feet and South eighty-nine degrees (89°) thirty-one minutes (31') East six hundred fifty-two and five tenths (652.5) feet; thence along said southerly line of Tract eight (8) South seventy-three degrees (73°) forty-six minutes (46') West three hundred twenty-six and five tenths (326.5) feet; thence North eleven degrees (11°) thirty-three minutes (33') West fifty-eight (58) feet; thence North forty-nine degrees (49°) west eighty (80) feet; thence North eighty-two degrees (82°) thirty-nine minutes (39') West two hundred sixty-one (261) feet; thence continuing along a southerly line and an extension thereof of said Tract eight (8) South sixty-four degrees (64°) fifty-one minutes (51') West four hundred eighty and nine tenths (480.9) 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 North five degrees (5°) twenty-six minutes (26') East seventy-five and seven tenths (75.7) feet; North no degrees (0°) fifteen minutes (15') West two hundred twenty-three (223) feet, North two degrees (2°) fifty-four minutes (54') West one hundred nineteen and two tenths (119.2) feet, North seven degrees (7°) eleven minutes (11') West one hundred thirty-six and one tenth (136.1) feet; North twelve degrees (12°) thirty-seven minutes (37') East sixty-eight and seven tenths (68.7) feet and North forty-one degrees (41°) fifty-three minutes (53') East one hundred sixteen and nine tenths (116.9) feet to a point from which the Northeast corner of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-three degrees (53°) thirty-nine minutes (39') ten seconds (10") East one thousand six hundred ninety-five and seven tenths (1695.7) feet; thence South thirty-seven degrees (37°) three minutes (03') East one hundred eleven and nine tenths (111.9) feet; thence South sixty-three degrees (63°) thirty-seven minutes (37') East one thousand forty-four and eight tenths (1044.8) feet to the point of beginning. Said tract of land containing seven and thirty-two hundredths (7.32) acres, more or less. All as shown on plat attached hereto and made a part hereof.

Correct as to Engineering Data G. D. D.

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

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

Filed-1456

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 7th day of September, 1940, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto between the UNITED STATES OF AMERICA, hereinafter styled the United States, by ~~represented by the officer executing this contract~~ ~~, Superintendent, Bureau of Reclamation, the [illegible] and subject to the approval of the supervisory officer thereof~~ and Herbert H. Sherwood

and Flora D. Sherwood, his wife, hereinafter styled Vendor,

of El Paso, County of El Paso, State of Texas

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

3. The Vendor shall sell and by good and sufficient General Warranty (General warranty, covenant against grantor, or quitclaim) deed, convey to the United States, free of lien or encumbrance, the following-described real estate which is the city (Homestead, community, separate) property, situated in the County of El Paso State of Texas, to wit:

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

6—8063

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

STATEMENT AND CERTIFICATE OF AWARD

No. [illegible] (Contract)

Date Sept. 7, 19 40

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

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

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

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

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

Riverside Canal Extension

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

AWARD OF CONTRACT

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

CERTIFICATE

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

L A Fleck — (Signature of contracting officer)

Superintendent — (Title)

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

U. S. GOVERNMENT PRINTING OFFICE 6—8090

7—528t
August 1927
Approved by the Department
January 4, 1927

TRANSFER CASE

430.-
RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Sept. 7, 1940
symbol and number I16r-1456; made by Herbert N. and Pleaz D. Sherwood
amount involved, $ 218.30; authority No. ..... or clearing account .....
purpose Riverside Canal Extension
Reference: .....

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas, District Counsel at El Paso, Texas
and .....

Place El Paso, Texas Date Sept. 20, 1940

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

..... Project Superintendent.

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

Place El Paso, Texas Date Sept. 23, 1940

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

..... District Counsel.

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

Denver, Colorado, Date .....

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

..... Chief Engineer.

Denver, Colorado, Date .....

4. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office.

..... Chief Engineer.

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

Washington, D. C., Date .....

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

..... Commissioner.

6—7416

G-1 b

El Paso, Texas. May 26, 1941.

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers - Land purchased from Herbert N. Sherwood and Pleaz D. Sherwood - Riverside Canal Extension - Rio Grande Project.

1. The following title papers, as required by the General accounting office, to support S. F. Allen's Voucher No. 19-82712 dated May 16, 1941, covering payment for acquisition of land from Herbert N. Sherwood and Pleaz D. Sherwood for right of way for Riverside Canal Extension are enclosed herewith:

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

- - - -

In duplicate L R Fleak

Encls-
Policy of Title Insurance
Original Opinion of Title in duplicate
Original recorded deed in duplicate
List citing related vouchers in duplicate

cc- Denver - with copy of enclosures except
Policy of Title Insurance

List of all vouchers related to the acquisition
of land covered by contract I16r-1456 dated Sept.7,
1940 - Herbert N. and Pleaz D. Sherwood

Paying Office	Voucher No.	Date	Service	Amount
Albuquerque, N.M.	19-74456	4-15-1941	Policy Title Insurance	$15.00

- - - -

Form 7-281
(Jan. 1937)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated Sept. 7, 1940; made by Herbert N. Sherwood & Pleaz D. Sherwood involving purchase of 7.32 acres of land, for $ 218.30;

purpose Riverside Canal Extension

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

2. The land was entered _____ under the _____ law.

Final certificate is dated _____ Patent is dated _____

No public lands in Texas

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

No

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

0.32A in river cutoff
5.56A pasture
0.61A borrow pits
0.83A riverbed

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

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

6—7381

no crops

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

Plat No. 5

Feature Riverside Canal Extension Date Dec. 9 19 39

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

H. N. Sherwood

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

R___ T.___ Sec.___ Subdiv.___ Meridian___
R___ T.___ Sec.___ Subdiv.___ Meridian___
R___ T.___ Sec.___ Subdiv.___ Meridian___
R___ T.___ Sec.___ Subdiv.___ Meridian___

County Plat # Blk. 41, San Elizario Grant Tract # 8
Containing 7.32 Acres more or less, under
(~~xxxxxxx~~r) the Rio Grande Texas-New Mexico Irrigation Project.

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

Class 2. Suspended

( )			Acres at $	per acre $		
( )			Acres at $	per acre $		
( )			Acres at $	per acre $		
( )	River & Cutoff	1.13	Acres at $ 10.00	per acre $	11.30	
( )	Pasture	3.68	Acres at $ 35.00	per acre $	128.80	
( )		1.88	Acres at $ 35.00	per acre $	65.80	$ 218.50
( )	Borrow Pits	0.61	20.00		12.20	

Land not under the Project:

Improvements: $___

Grand Total $ 218.50

We furthermore individually certify that neither of us is in any manner related to the herein named owner, by marriage or otherwise, and that neither of us is in any manner financially interested in the herein described property.

Geo. Huffman W. K. Ramsey Geo. W. Bradley
Appraisers

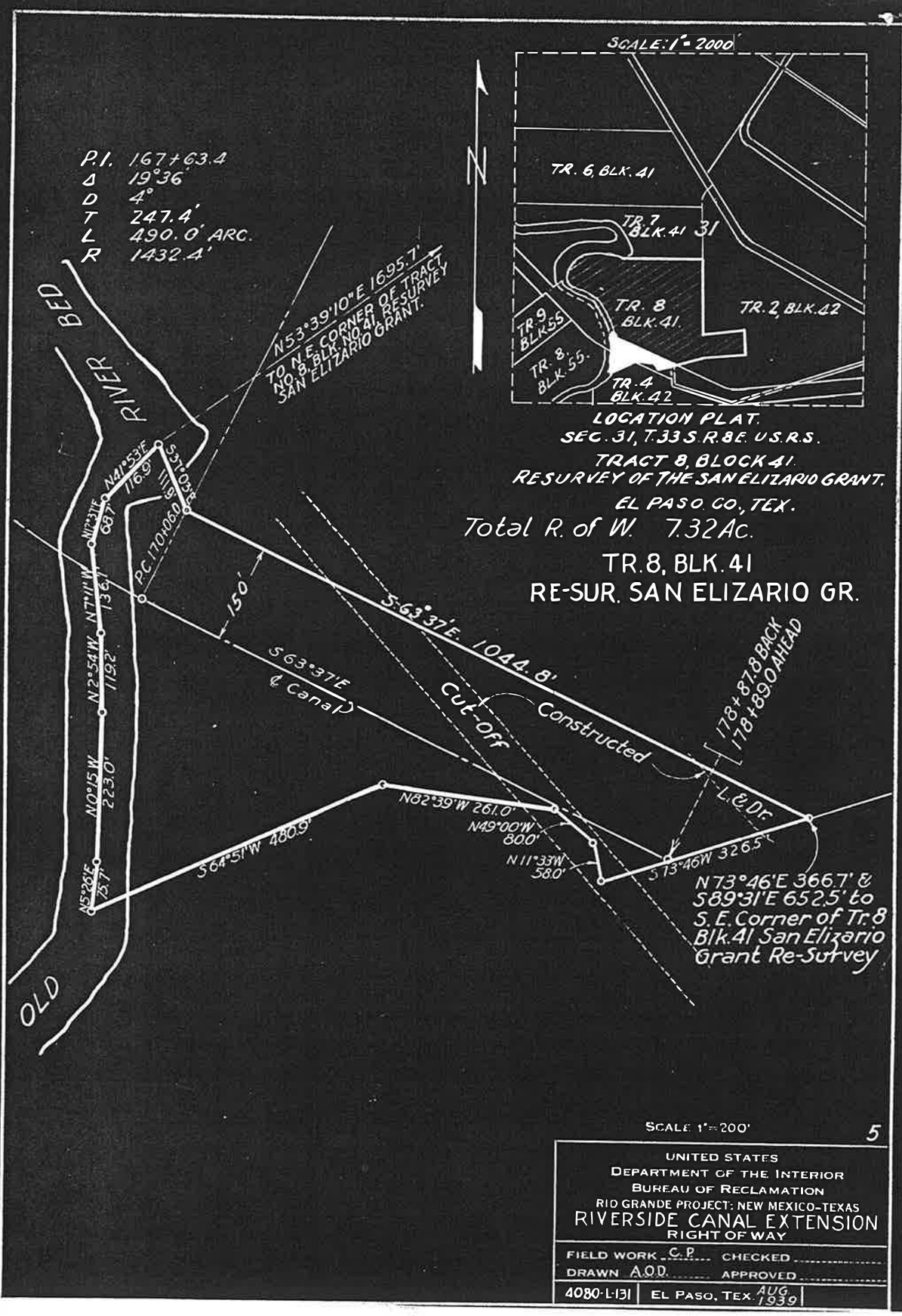
Approved:

Riverside Canal Extension
Plat No. 5

A tract of land lying and situate in El Paso County, Texas and in the Southwest quarter (SW¼) of Section thirty-one (31) Township thirty-three (33), South, Range eight (8) East, Bureau of Reclamation Survey; being also within Tract eight (8), and accretion thereto, Block forty-one (41) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at a point on the southerly line of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant and from which point the Southeast corner of said Tract eight (8) bears North seventy-three degrees (73°) forty-six minutes (46') East three hundred sixty-six and seven tenths (366.7) feet and South eighty-nine degrees (89°) thirty-one minutes (31') East six hundred fifty-two and five tenths (652.5) feet; thence along said southerly line of Tract eight (8) South seventy-three degrees (73°) forty-six minutes (46') West three hundred twenty-six and five tenths (326.5) feet; thence North eleven degrees (11°) thirty-three minutes (33') West fifty-eight (58) feet; thence North forty-nine degrees (49°) west eighty (80) feet; thence North eighty-two degrees (82°) thirty-nine minutes (39') west two hundred sixty-one (261) feet; thence continuing along a southerly line and an extension thereof of said Tract eight (8) South sixty-four degrees (64°) fifty-one minutes (51') West four hundred eighty and nine tenths (480.9) 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 North five degrees (5°) twenty-six minutes (26') East seventy-five and seven tenths (75.7) feet; North no degrees (0°) fifteen minutes (15') West two hundred twenty-three (223) feet, North two degrees (2°) fifty-four minutes (54') West one hundred nineteen and two tenths (119.2) feet, North seven degrees (7°) eleven minutes (11') West one hundred thirty-six and one tenth (136.1) feet; North twelve degrees (12°) thirty-seven minutes (37') East sixty-eight and seven tenths (68.7) feet and North forty-one degrees (41°) fifty-three minutes (53') East one hundred sixteen and nine tenths (116.9) feet to a point from which the Northeast corner of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-three degrees (53°) thirty-nine minutes (39') ten seconds (10") East one thousand six hundred ninety-five and seven tenths (1695.7) feet; thence South thirty-seven degrees (37°) three minutes (03') East one hundred eleven and nine tenths (111.9) feet; thence South sixty-three degrees (63°) thirty-seven minutes (37') East one thousand forty-four and eight tenths (1044.8) feet to the point of beginning. Said tract of land containing seven and thirty-two hundredths (7.32) acres, more or less. All as shown on plat attached hereto and made a part hereof.

Correct as to Engineering Data F. D. D.



SCALE 1" = 200'

5

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT: NEW MEXICO-TEXAS

RIVERSIDE CANAL EXTENSION
RIGHT OF WAY

FIELD WORK C.P. CHECKED
DRAWN A.O.D. APPROVED

4080-L-131 | EL PASO, TEX. AUG. 1939

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

STATEMENT AND CERTIFICATE OF AWARD

No. Ilcr-1456
(Contract)

Date Sept. 7, 19 40

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

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

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

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

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

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

AWARD OF CONTRACT

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

CERTIFICATE

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

L R Fiock
(Signature of contracting officer)

Superintendent
(Title)

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

U. S. GOVERNMENT PRINTING OFFICE 6—8090

7—5231
August 1927
Approved by the Department
January 4, 1927

4-24-1941
original contract was lost in District Counsel's office - copies were late being furnished

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Sept. 7, 1940
symbol and number I16r-1458, made by Herbert W. and Pleaz D. Sherwood
amount involved $ 218.30 ; authority No. ..... or clearing account
purpose Riverside Canal Extension
Reference:

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas, District Counsel at El Paso, Texas
and El Paso, Texas

Place ~~Saprixx~~ Date Sept. 20, 1940

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

L. R. Fiock, Project Superintendent.

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

Place El Paso, Texas Date Sept. 23, 1940

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

H. J. S. Devries, District Counsel.

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

Denver, Colorado, Date .....

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

....., Chief Engineer.

Denver, Colorado, Date .....

4. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office.

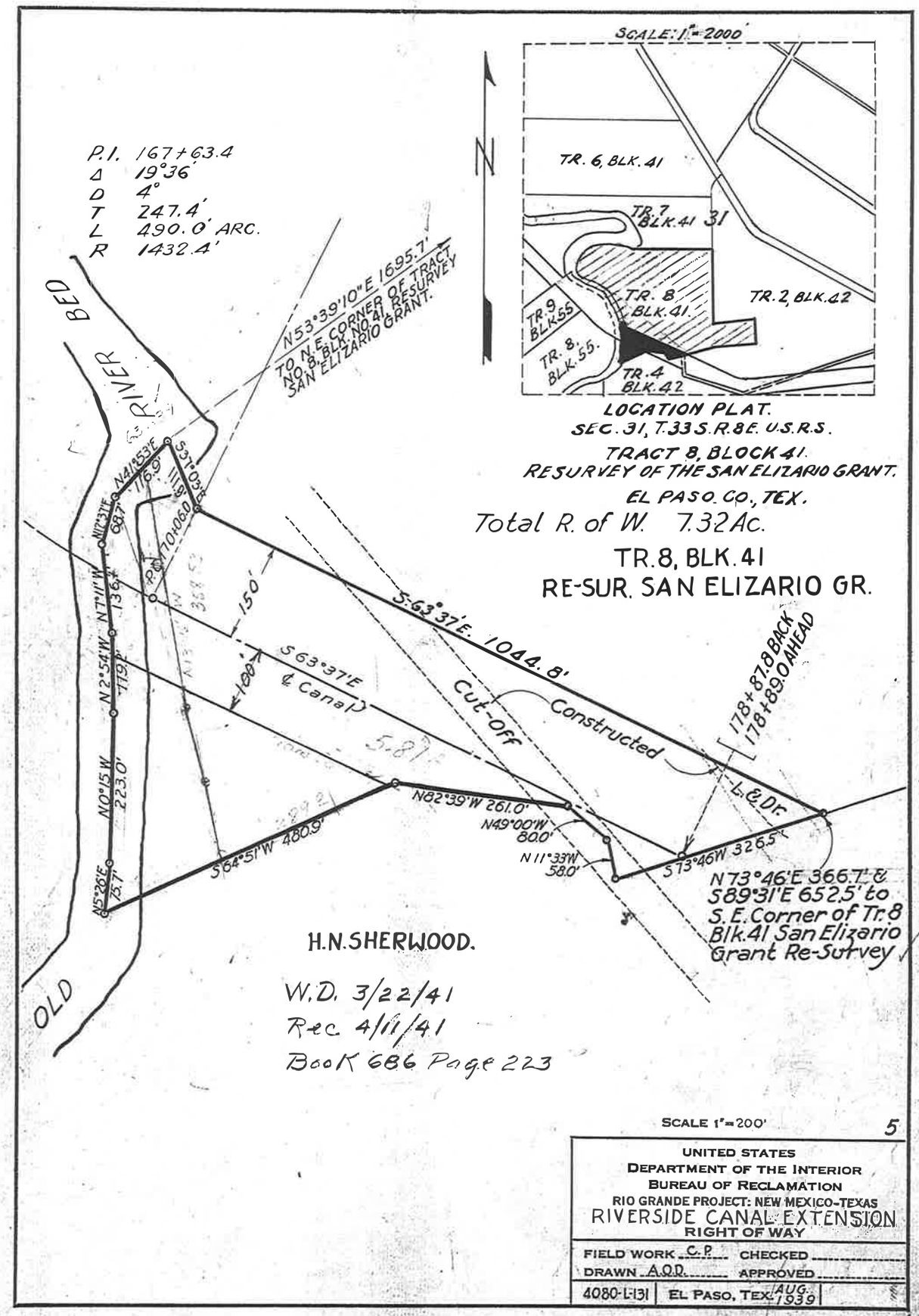
....., Chief Engineer.

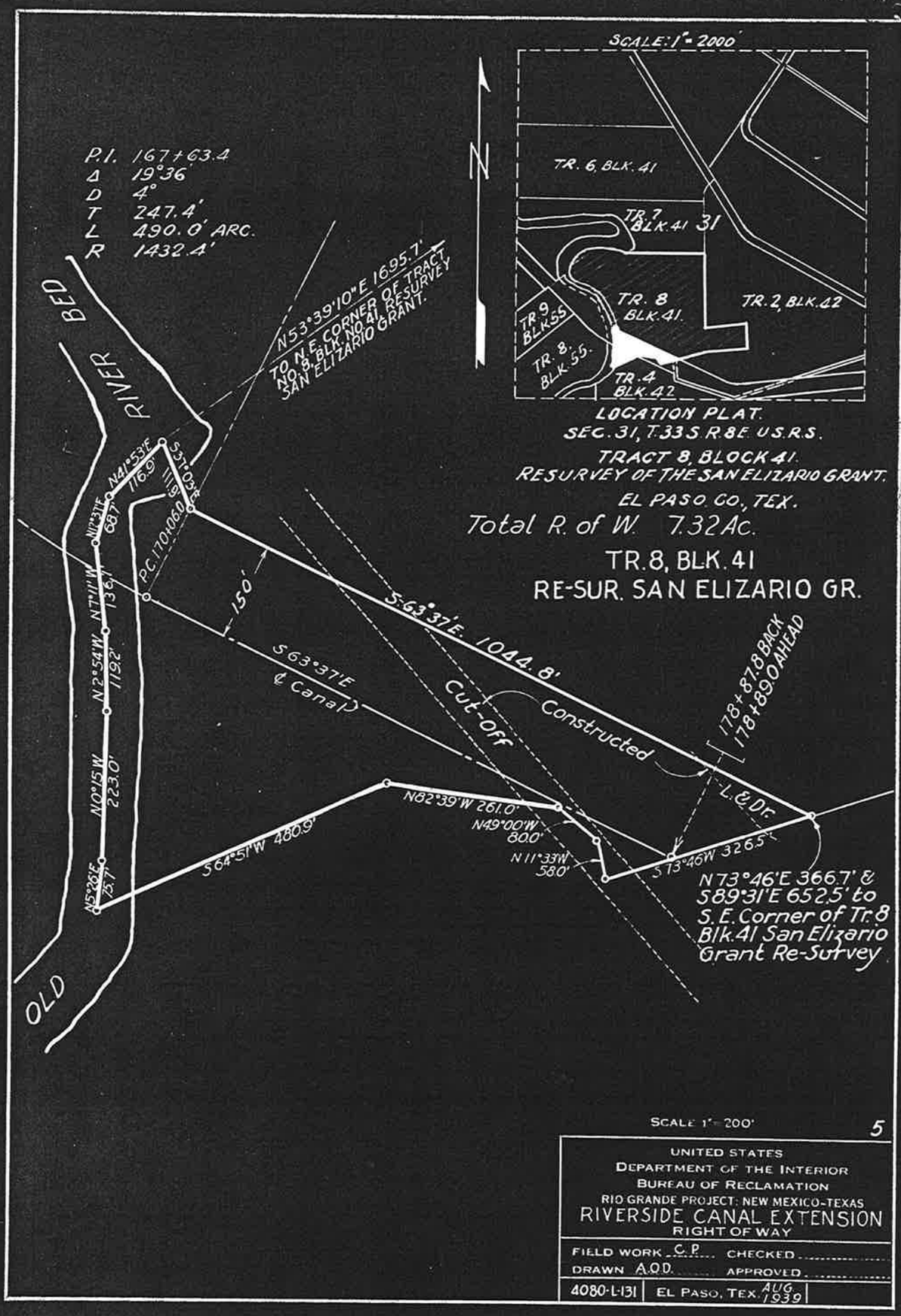
Inclosures:
Original and ..... copies of this form.
Original and ..... copies of contract.

Washington, D. C., Date .....

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

DIRECTIONS ....., Commissioner.


SCALE: 1" = 2000'
T.R. 6, BLK. 41
TR. 7 BLK. 41
31
T.R. 8 BLK. 41
TR. 2, BLK. 42
TR. 9 BLK. 55
TR. 8 BLK. 55
TR. 4 BLK. 42
LOCATION PLAT.
SEC. 31, T. 33 S. R. 8 E. U.S.R.S.
TRACT 8, BLOCK 41.
RESURVEY OF THE SAN ELIZARIO GRANT.
EL PASO. CO., TEX.
P.I. 167+63.4
Δ 19°36'
D 4°
T 247.4'
L 490.0' ARC.
R 1432.4'
Total R. of W. 7.32 Ac.
TR. 8, BLK. 41
RE-SUR. SAN ELIZARIO GR.
N 53°39'10" E 1695.7' TO N.E. CORNER OF TRACT NO. 8, BLK. NO. 41, RESURVEY SAN ELIZARIO GRANT.
OLD RIVER BED
S 63°37'E. 1044.8'
S 63°37'E ℄ Canal
Cut-Off
Constructed
L. & Dr.
178+87.8 BACK
178+89.0 AHEAD
150'
100'
N 82°39'W 261.0'
N 49°00'W 80.0'
N 11°33'W 58.0'
S 73°46'W 326.5'
S 64°51'W 480.9'
N 73°46'E 366.7' &
S 89°31'E 652.5' to
S.E. Corner of Tr. 8
Blk. 41 San Elizario
Grant Re-Survey
H.N. SHERWOOD.
W.D. 3/22/41
Rec. 4/11/41
Book 686 Page 223
SCALE 1" = 200'
5
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT: NEW MEXICO-TEXAS
RIVERSIDE CANAL EXTENSION
RIGHT OF WAY
FIELD WORK C.P.
CHECKED
DRAWN A.O.D.
APPROVED
4080-L-131
EL PASO, TEX. AUG. 1939
22-42-4


SCALE: 1" = 2000'
N
TR. 6, BLK. 41
TR. 7 BLK. 41
31
TR. 8 BLK. 41.
TR. 2, BLK. 42
TR 9 BLK 55
TR. 8 BLK. 55.
TR. 4 BLK. 42
LOCATION PLAT.
SEC. 31, T. 33 S. R. 8 E. U.S.R.S.
TRACT 8, BLOCK 41.
RESURVEY OF THE SAN ELIZARIO GRANT.
EL PASO CO., TEX.
Total R. of W. 7.32 Ac.
TR. 8, BLK. 41
RE-SUR. SAN ELIZARIO GR.
P.I. 167+63.4
Δ 19°36'
D 4°
T 247.4'
L 490.0' ARC.
R 1432.4'
N53°39'10"E 1695.7' TO N.E. CORNER OF TRACT NO. 8, BLK. NO. 41, RESURVEY SAN ELIZARIO GRANT.
OLD RIVER BED
N41°53'E 116.9'
S31°03'E 119.9'
N11°33'E 68.7'
N7°11'W 136.1'
N2°54'W 119.2'
N0°15'W 223.0'
N5°26'E 15.7'
P.C. 170+06.0
150'
S 63°37'E 1044.8'
S 63°37'E ℄ Canal
Cut-Off
Constructed
178+87.8 BACK
178+89.0 AHEAD
L. & D.
S 64°51'W 460.9'
N82°39'W 261.0'
N49°00'W 80.0'
N11°33'W 58.0'
S 13°46'W 326.5'
N 73°46'E 366.7' & S 89°31'E 652.5' to S.E. Corner of Tr. 8 Blk. 41 San Elizario Grant Re-Survey
SCALE 1" = 200'
5
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT: NEW MEXICO-TEXAS
RIVERSIDE CANAL EXTENSION
RIGHT OF WAY
FIELD WORK C.P. CHECKED
DRAWN A.O.D. APPROVED
4080-L-131 EL PASO, TEX. AUG. 1939

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF EL PASO } ss:

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

(a) I, Geo. W. Hoadley, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Herbert N. Sherwood and Pleaz D. Sherwood, his wife

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

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

Given under my hand and official seal, this 18th day of September, 1940 ~~193~~

[SEAL]

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

My commission expires 6-1-41

CERTIFICATE OF COUNTY RECORDER

STATE OF TEXAS
COUNTY OF EL PASO } ss:

I hereby certify that this instrument was filed for record at my office at 9:45 o'clock A. M., Sept. 25, 1940 ~~193~~ and is duly recorded in Vol. 674 of Page No. 362

Seal

P D Lowry
County Recorder.

By Marie Lindy

Fees, $

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF TEXAS
COUNTY OF EL PASO } ss:

(Execute only on Returns Office copy)

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

L R Fiock
Superintendent
Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas this 20th day of September, A. D. 1940 ~~193~~

(SEAL)

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

[OFFICIAL SEAL]

My commission expires 6-1-41

U.S. GOVERNMENT PRINTING OFFICE. 6—8068

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

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

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

In witness whereof the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

Witnesses:

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

P. O. Address

Herbert E. Sherwood
Vendor.

P. O. Address

Pleas D. Sherwood
Vendor.

P. O. Address

Vendor.

P. O. Address

P. O. Address Route 37, Box 145A
El Paso, Texas

Approved:

(Date) 193

6—8008

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

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

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

- - - Two hundred eighteen 30/100 - - - - - dollars

($ **218.30**), 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 **September 15th, 1940** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop thereon until **September 15th, 1940** ; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of **twelve** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States. 6—8068

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

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

12. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract, or agreement

I16r-1456

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 7th day of September, ~~193x~~ 1940, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto between the UNITED STATES OF AMERICA, hereinafter styled the United States, by represented by the officer executing this contract ~~, Superintendent, Bureau of Reclamation, thereunto duly authorized and subject to the approval of the proper supervisory officer thereof~~ and Herbert N. Sherwood

and Pleaz D. Sherwood, his wife, hereinafter styled Vendor,

of El Paso, County of El Paso, State of Texas

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

3. The Vendor shall sell and by good and sufficient General Warranty (General warranty, covenant against grantor, or quitclaim) deed, convey to the United States, free of lien or encumbrance, the following-described real estate which is their (Homestead, community, separate) property, situated in the County of El Paso State of Texas, to wit:

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

6—8068

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

Herbert N. Sherwood and Flora D. Sherwood, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of
Two hundred eighteen and 30/100 ($218.30) - - - - - - - - - - - - - - - - - DOLLARS,

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

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

THE UNITED STATES OF AMERICA

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

A tract of land lying and situate in El Paso County, Texas and in the Southwest quarter (SW¼) of Section thirty-one (31) Township thirty-three (33), South, Range eight (8) East, Bureau of Reclamation Survey; being also within Tract eight (8), and accretion thereto, Block forty-one (41) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at a point on the southerly line of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant and from which point the Southeast corner of said Tract eight (8) bears North seventy-three degrees (73°) forty-six minutes (46') East three hundred sixty-six and seven tenths (366.7) feet and South eighty-nine degrees (89°) thirty-one minutes (31') East six hundred fifty-two and five tenths (652.5) feet; thence along said southerly line of Tract eight (8) South seventy-three degrees (73°) forty-six minutes (46') West three hundred twenty-six and five tenths (326.5) feet; thence North eleven degrees (11°) thirty-three minutes (33') West fifty-eight (58) feet; thence North forty-nine degrees (49°) west eighty (80) feet; thence North eighty-two degrees (82°) thirty-nine minutes (39') West two hundred sixty-one (261) feet; thence continuing along a southerly line and an extension thereof of said Tract eight (8) South sixty-four degrees (64°) fifty-one minutes (51') West four hundred eighty and nine tenths (480.9) 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 North five degrees (5°) twenty-six minutes (26') East seventy-five and seven tenths (75.7) feet; North no degrees (0°) fifteen minutes (15') West two hundred twenty-three (223) feet, North two degrees (2°) fifty-four minutes (54') West one hundred nineteen and two tenths (119.2) feet, North seven degrees (7°) eleven minutes (11') West one hundred thirty-six and one tenth (136.1) feet; North twelve degrees (12°) thirty-seven minutes (37') East sixty-eight and seven tenths (68.7) feet and North forty-one degrees (41°) fifty-three minutes (53') East one hundred sixteen and nine tenths (116.9) feet to a point from which the Northeast corner of Tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North fifty-three degrees (53°) thirty-nine minutes (39') ten seconds (10") East one thousand six hundred ninety-five and seven tenths (1695.7) feet; thence South thirty-seven degrees (37°) three minutes (03') East one hundred eleven and nine tenths (111.9) feet; thence South sixty-three degrees (63°) thirty-seven minutes (37') East one thousand forty-four and eight tenths (1044.8) feet to the point of beginning. Said tract of land containing seven and thirty-two hundredths (7.32) acres, more or less. All as shown on plat attached ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ to that certain contract between grantor and grantee dated September 7, 1940, of record in book 674, page 362 of the Deed Records of El Paso County, Texas.

Correct as to Engineering Data F. D. S.

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

THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

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

WITNESS **their** *hand* **s** *at El Paso, Texas, this* twenty-second *day of* March *A. D. 19* **40.**

Witnesses at Request of Grantor

(55¢ in U.S. Int. Rev. stamps affixed & cancelled)

Herbert N. Sherwood

Pleaz D. Sherwood

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
County of El Paso.

Before me Geo. W. Hoadley

a Notary Public *in and for El Paso County, Texas, on this day personally appeared* Herbert N. Sherwood

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

Given under my hand and seal of office this 22nd *day of* March *A. D. 19*41

(SEAL)

Geo. W. Hoadley
Notary Public within and for El Paso County, Texas.

Com. Ex. 6/1/41

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
County of El Paso.

Before me Geo. W. Hoadley

a Notary Public *in and for El Paso County, Texas, on this day personally appeared* Pleaz D. Sherwood, *wife of* Herbert N. Sherwood

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

Given under my hand and seal of office this 22nd *day of* March *A. D. 19*41.

(SEAL)

Geo. W. Hoadley
Notary Public within and for El Paso County, Texas.

Com. Ex. 6/1/41

CLERK'S CERTIFICATE

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 refiled for record in my office, on the 3 day of April, A.D. 1941, at 11 o'clock A.M., and duly recorded the 11 day of April, A.D. 1941, at 9 o'clock A.M., in the Deed Records of said County, in Volume 686, on page 223.

WITNESS my hand and 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 Marie Grady, Deputy.

By Marie Grady, *Deputy.*

Herbert N. Sherwood, et ux.
Pleaz D. "

TO

The United States of America

Warranty Deed

Filed for Record the 26 *day of* Mar. 19 41 *at* 11:55 *o'clock and* minutes A. M. and recorded 4-2-41 at 9 A.M.

County Court, El Paso County, Texas.
P. D. Lowry, County Clerk
By W. T. Duncan, Deputy.

210 United States Court House
El Paso, Texas

April 14, 1941

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated September 7, 1940, between the United States and Herbert N. Sherwood and Pleaz D. Sherwood; Area, 7.32 acres; Consideration $219.30; 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 Herbert N. Sherwood and Pleaz D. Sherwood, 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 March 22, 1941, from Herbert N. Sherwood and Pleaz D. Sherwood to the United States, and by policy of title insurance No. 38047 of the Commercial Standard Insurance Company of Fort Worth, Texas, countersigned March 26, 1941, by the Pioneer Abstract & Guarantee Title Company, El Paso, Texas, 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 $218.30, may now be paid to the United States' grantors, Herbert N. Sherwood and Pleaz D. Sherwood, Route 37, Box 145-A, El Paso, 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.

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In quadruplicate.

H. J. S. Devries.

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated September 7, 1940, between the United States of America and Herbert N. Sherwood and Pleaz D. Sherwood, 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 20th day of September, 1940.

Geo. W. Hoadley
Right of Way Agent

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY certify that the land described in attached land purchase contract dated September 7, 1940, between the United States of America and Herbert N. Sherwood and Pleaz D. Sherwood, his wife, is required for the purposes authorized by the act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, namely, as right of way for the Riverside Canal Extension, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, $218.30, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 20th day of September, 1940.

L. R. Fiock
Project Superintendent
Bureau of Reclamation