

450 - RIO GRANDE

TRANSFER CASE

ACQUISITION OF LANDS

TRANSFER CASE

WOSTER, MATTIE M.

450

Royal
Standard
Insurance Company

Fort Worth, Texas

OWNER'S POLICY
OF TITLE INSURANCE

To

THE UNITED STATES OF
AMERICA, PROPERTY

Lots 5, 6, 7, 8, 9, 10,
Block "H", of Riverside
Addition, to the town of
Fabens, El Paso County,
Texas,

2M-11-39

Abstract Examined by G. A. O.

Date

JUN 13 1944

M 3

ment of such suit or proceeding and in ample time for defense therein, give said Company written notice of the pendency of the suit or proceeding, and authority to defend, and said Company shall not be liable until such adverse claim or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse claim or right so established shall be for less than the whole of the property, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse claim or right established may bear to the whole property. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to such claim or demand; provided, however, that failure to notify shall not prejudice the claim of the assured, if such assured shall not be a party to such action or procedure, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

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

Upon 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 Z. Vasen

Secretary.

J. Summers

President.

Countersigned at El Paso, Texas this 11th day of October AD. 1940.

ATTEST:

PIONEER ABSTRACT & GUARANTEE TITLE COMPANY,

By, *N. S. Newman* Agent.

President

A. Duckert
A. Sec'y

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

POLICY No 26219
O. T. NO.

AMOUNT \$ 127.50

G/14229

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 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 N.E. 1/4 of the N.E. 1/4 of Section 5 Township 34 South, Range 8 East, Bureau of Reclamation Survey, said tract being fractional parts of Lots 1, 2, 3, 4, and all of lots 5, 6, 7, 8, 9, 10, Block H, Riverside Addition to Fabens, Texas, and being also within Tract 14, Block 1 of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930, and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at the point of intersection of the northerly line of Block H, Riverside Addition to Fabens, Texas, and the southerly right of way line of the Fabens Intercepting Drain, which is the property of the United States, and from which point the N.E. corner of said Block H. bears N. 66° 18 minutes East 90.7 feet; thence along said southerly right of way line of the Fabens Intercepting Drain South 68° 45 minutes East 128 feet to a point on the easterly line of said Block H, being also the easterly line of Lot 1, Block H, of said Riverside Addition and from which point the N.E. corner of said Block H bears N. 23° 42 minutes W. 90.5 feet; thence along the easterly line of said Block H and easterly line of said Lot 1 S. 23° 42 minutes E. 38.5 feet to the S.E. corner of said Block H, and being also the S.E. corner of said Lot 1; thence along the southerly line of said Block H, S. 66° 18 minutes W. 250 feet to the S.W. corner of Lot 10 Block H of said Riverside Addition; thence along the westerly line of said Lot 10 N. 23° 42 minutes W. 129 feet to a point on the northerly line of said Block H, being the N.W. corner of said lot 10; thence along the northerly line of said Block H, N. 66° 18 minutes, E. 159.3 feet to the point of beginning; said tract of land containing 0.65 of an acre, more or less, as shown on plat attached to contract dated March 23, 1940, between the grantor and grantee herein, of record in Miscellaneous Records of El Paso County, Texas.

subject to:

1. Following liens: Taxes for the year 1940 and thereafter.
la. Water charges for the year 1940 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 - - - - -
-ONE HUNDRED TWENTY-SEVEN AND 50/100 (\$127.50) - - - - - 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-

14654

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

Know all men by these presents;

Mattie M. Woster, a widow,

of the County of El Paso, State of Texas, in consideration of the sum of
One Hundred Twenty-seven and 50/100 (\$127.50) - - - - - DOLLARS,

to her in hand paid by THE UNITED STATES OF AMERICA,

the receipt of which is hereby acknowledged

has Granted, Sold and Conveyed, and by these presents does 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 Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section five (5) Township thirty-four (34) South, Range eight (8) East, Bureau of Reclamation Survey, said tract being fractional parts of Lots one (1), two (2), three (3) and four (4) and all of Lots five (5), six (6), seven (7), eight (8), nine (9) and ten (10), Block H, Riverside Addition to Fabens, Texas, and being also within Tract fourteen (14) Block one (1) 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 as shown in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at the point of intersection of the northerly line of Block H, Riverside Addition to Fabens, Texas, and the southerly right of way line of the Fabens Intercepting Drain, which is the property of the United States, and from which point the Northeast corner of said Block H bears North sixty-six degrees (66°) eighteen minutes (18') East ninety and seven tenths (90.7) feet; thence along said southerly right of way line of the Fabens Intercepting Drain South sixty-eight degrees (68°) forty-five minutes (45') East one hundred twenty-eight (128) feet to a point on the easterly line of said Block H, being also the easterly line of Lot one (1) Block H, of said Riverside Addition and from which point the Northeast corner of said Block H bears North twenty-three degrees (23°) forty-two minutes (42') West ninety and five tenths (90.5) feet; thence along the easterly line of said Block H and easterly line of said Lot one (1) South twenty-three degrees (23°) forty-two minutes (42') East thirty-eight and five tenths (38.5) feet to the Southeast corner of said Block H, and being also the Southeast corner of said Lot one (1); thence along the southerly line of said Block H South sixty-six degrees (66°) eighteen minutes (18') West two hundred fifty (250) feet to the Southwest corner of Lot ten (10) Block H of said Riverside Addition; thence along the westerly line of said Lot ten (10) North twenty-three degrees (23°) forty-two minutes (42') West one hundred twenty-nine (129) feet to a point on the northerly line of said Block H, being the Northwest corner of said lot ten (10); thence along the northerly line of said Block H, North sixty-six degrees (66°) eighteen minutes (18') East one hundred fifty-nine and three tenths (159.3) feet to the point of beginning; said tract of land containing sixty-five hundredths (0.65) of an acre, more or less, as shown on plat attached to contract dated March 23, 1940, between the grantor and grantee herein, of record in Miscellaneous Records of El Paso County, Texas.

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

WITNESS her hand at El Paso, Texas, this 27th day of

April A. D. 19 40.

Mattie M Woster

Witnesses at Request of Grantor



NOV 19 40 37944

Correct as to Engr. Data A.B.

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

Before me Geo. W. Hoadley

Mattie M. Woster, a widow,

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

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

Given under my hand and seal of office this 28th day of April A. D. 1940

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



Abstract Examined by G.A.C.
JUN 18 1941

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me

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

wife of

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 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 _____ day of _____ A. D. 19____

CLERK'S CERTIFICATE

THE STATE OF TEXAS,

County of El Paso.

I, P. D. Lantry Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 27 day of April A. D. 1940, with its certificate of authentication, was filed for record in my office this 11 day of Oct. A. D. 1940 at 2:55 o'clock P. M. and duly recorded the 16 day of Oct. A. D. 1940 at 9:00 o'clock A. M. in the records of said County, in Volume 675 on Pages 278

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

P. D. Lantry

Clerk County Court, El Paso County, Texas.

By Geo. W. Hoadley, Deputy.

INDEXED

MATTIE M. WOSTER, a feme sole,

X

TO

THE UNITED STATES OF AMERICA,

Warranty Deed

FILED FOR RECORD

Filed for Record the OCT 11 1940

at _____ o'clock _____

AND RECORDED

at 2:55 o'clock and 9:00 o'clock

AT 9:00 o'clock

BY P. D. Lantry County Clerk, El Paso County, Texas.

DEPUTY
By Geo. W. Hoadley Deputy.

4/27/40

278

14654

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

Know all men by these presents;

Mattie M. Woster, a widow,

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

One Hundred Twenty-seven and 50/100 (\$127.50) - - - - - DOLLARS,

to her in hand paid by THE UNITED STATES OF AMERICA,

the receipt of which is hereby acknowledged

has 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 El Paso~~ ~~and State of Texas~~, 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 Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section five (5) Township thirty-four (34) South, Range eight (8) East, Bureau of Reclamation Survey, said tract being fractional parts of Lots one (1), two (2), three (3) and four (4) and all of Lots five (5), six (6), seven (7), eight (8), nine (9) and ten (10), Block H, Riverside Addition to Fabens, Texas, and being also within Tract fourteen (14) Block one (1) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930, and of record in the office of the County Clerk of said County and State, more particularly described as follows:

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

WITNESS her hand at El Paso, Texas, this 27th day of April A. D. 19 40.

Witnesses at Request of Grantor

(signed) MATTIE M. WOSTER

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

Before me Geo. W. Hoadley,

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

Mattie M. Woster, a widow,

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

Given under my hand and seal of office this 20th day of April A. D. 1940.

(signed) Geo. W. Hoadley

Notary Public in and for

El Paso County, Texas.

(Seal)

My Com. Ex. 6/1/41.

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me

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

....., wife of

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 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 day of A. D. 19.....

CLERK'S CERTIFICATE

THE STATE OF TEXAS,

County of El Paso.

I, P. D. Lowry

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 27 day of April A. D. 1940, with its certificate of authentication, was filed for record in my office this 11 day of Oct. A. D. 1940, at 2:55 o'clock P. M. and duly recorded the 16 day of Oct. A. D. 1940, at 9:00 o'clock A. M. in the records of said County, in Volume 675 on Pages 278.

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

(signed) P. D. Lowry

Clerk County Court, El Paso County, Texas.

By (signed) Mrs. J.W. Morrow, Deputy.

Indexed

Compared

MAITIE M. WOSTER, a feme sole,

TO

THE UNITED STATES OF AMERICA

Warranty Deed

Filed for Record the 11th

day of October 1940

at 2:00 o'clock and 55 minutes P. M. and Recorded October 18, 1940 at 9:00 o'clock A. M.

P. D. LOWRY, Clerk, County Court, El Paso County, Texas.

By (s) G. Dunbar, Deputy.

4/27/40

675/278

210 United States Court House
El Paso, Texas

October 29, 1940

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated March 23, 1940, between the United States and Mattie M. Woster; Area, .65 of an acre; Consideration, \$127.50; 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 Mattie M. Woster, a widow, is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated April 27, 1940, from Mattie M. Woster, a widow, to the United States, and by policy of title insurance No. 26219 of the Commercial Standard Insurance Co. of Fort Worth, Texas, countersigned October 11, 1940, by the Pioneer Abstract & Guarantee Title Co., as agent, and bearing the latter company's file No. C/14229.

2. All state and county taxes appear to have been paid to and including those for the year 1939. Taxes became a lien as of January first of the tax year, but the taxing officials had not completed the tax rolls for the year 1940 on the date of the deed and taxes for the year 1940 may therefore be disregarded. By the enclosed certificate dated May 3, 1940, it is shown that no charges of the El Paso County Water Improvement District No. 1 are due and unpaid, the property never having been assessed by the District.

3. The consideration named in the contract, namely \$127.50, may now be paid to the United States' grantor, there being no deductions.

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

- - -

In quadruplicate.

H. J. S. Devries.

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION
210 United States Court House
El Paso, Texas

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
OCT 30 1940			
	NOTE	REPLY	IN
CLERK			
ASST. CLERK			
INDEXER			
<i>Ms. Hoadley</i>			

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

In quadruplicate.

H. J. Dennis

NOV 19 '40 379/44

List of vouchers related to the acquisition of land covered by Contract I-16r-1415 dated Mar. 23, 1940, with Mattie M. Woster, a widow, Riverside Canal Extension - Rio Grande Project.

Paying Office	Vo.	Date	Service	Amount
Albuquerque, N. M.	19-35031	Nov. 9, 1940	Purchase Land	\$127.50
ditto	19-31397	Oct. 25, 1940	Policy of Title Insurance	15.00

- - - -

List of vouchers related to the acquisition of land covered by Contract I-16r-1415 dated Mar. 23, 1940, with Mattie M. Woster, a widow, Riverside Canal Extension - Rio Grande Project.

Paying Office	Vo.	Date	Service	Amount
Albuquerque, N. M.	19-35031	Nov. 9, 1940	Purchase Land	\$127.50
ditto	19-31397	Oct. 25, 1940	Policy of Title Insurance	15.00

- - - -

NOV 19 1940 37944

El Paso, Texas. July 27, 1940.

From Superintendent
 To The Commissioner, Washington, D. C.
 Subject - Acquisition of Land - Transmittal of Papers,
 Land purchased from Mattie M. Woster -
 Riverside Canal Extension - Rio Grande Project.

1. The following title papers, as required by the General Accounting office to support G. F. Allen's voucher 19-35031 dated November 9, 1940, covering payment for the acquisition of land from Mattie M. Woster, a widow, for right of way in connection with the Riverside Canal Extension are enclosed herewith.

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

- - - -

In duplicate
 Encls-

L R Flock

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

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

NOV 19 40 37944

TRANSFER CASE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Abstract Examined by G. A. O.

Date JUN 13 1941

El Paso, Texas. July 27, 1940.

RIO GRANDE

M & F

From Superintendent
To The Commissioner, Washington, D. C.
Subject - Acquisition of Land - Transmittal of Papers,
Land purchased from Mattie M. Woster -
Riverside Canal Extension - Rio Grande Project.

1. The following title papers, as required by the General Accounting office to support G. F. Allen's voucher 19-35031 dated November 9, 1940, covering payment for the acquisition of land from Mattie M. Woster, a widow, for right of way in connection with the Riverside Canal Extension are enclosed herewith.

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

In duplicate
Encls-

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

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

NOV 19 1940 37844

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 Mattie M. Foster, a widow

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

(b) I further certify that I did examine the said separate and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination he 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 23rd day of March, 1940

[SEAL] (SEAL)

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

My commission expires 6-1-41

CERTIFICATE OF COUNTY RECORDER

STATE OF
COUNTY OF } ss:

I hereby certify that this instrument was filed for record at my office at o'clock M., 193 and is duly recorded in Vol. of

Page No.

By Fees, \$
County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF
COUNTY OF } ss:

(Execute only on Returns Office copy)

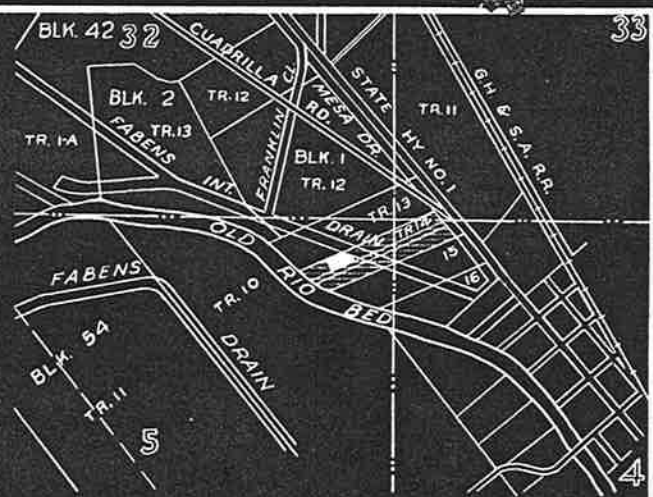
I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said, or to any other person or persons; 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.

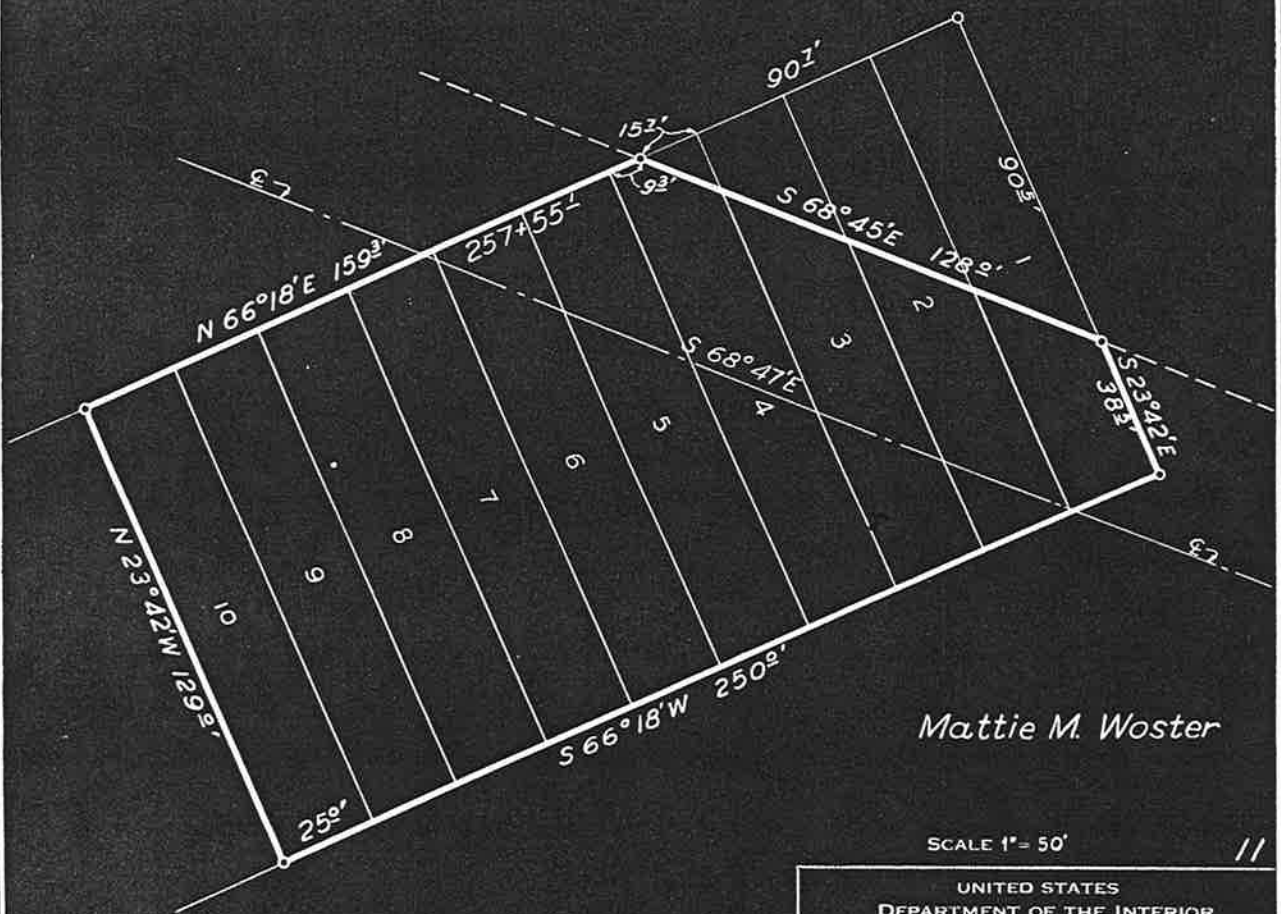
Subscribed and sworn to before me at this day of, A. D. 193

[OFFICIAL SEAL]

My commission expires



Location Plat
 Section 5, T34S - R8E (USRS)
 Fractional parts of lots 1, 2, 3 and 4
 and all of lots 5, 6, 7, 8, 9 and 10 of Blk. H
 Riverside Addition, Tract 14, Block 1 of
 Resurvey of San Elizario Grant.
 Total R. of W. 0.65 Ac.



Mattie M. Woster

SCALE 1" = 50'

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

FIELD WORK C.P. CHECKED

DRAWN A.O.D.-F.J.G. APPROVED

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

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

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

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

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

THE UNITED STATES OF AMERICA,

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

Witnesses:

P. O. Address -----

Mattie M. Foster

Vendor.

P. O. Address -----

Vendor.

P. O. Address -----

R

Vendor.

P. O. Address -----

P. O. Address Paducah, Texas

Approved:

(Date) -----, 193

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

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

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

One hundred twenty seven and 80/100 - - -

dollars

(\$ **127.80**), 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 **March 8 5th, 1940** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **March 25th, 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.

Riverside Canal Extension
Plat #11

A tract of land lying and situate in El Paso County, Texas and in the Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section five (5) Township thirty-four (34) South, Range eight (8) East Bureau of Reclamation Survey, said tract being fractional parts of Lots one (1), two (2), three (3) and four (4) and all of Lots five (5), six (6), seven (7), eight (8), nine (9) and ten (10), Block H, Riverside Addition to Fabens, Texas and being also within Tract fourteen (14) Block one (1) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas the 13th day of January 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Correct as to Engineering Data

Beginning at the point of intersection of the northerly line of Block H Riverside Addition to Fabens, Texas and the southerly right of way line of the Fabens Intercepting Drain, which is the property of the United States, and from which point the Northeast corner of said Block H bears North sixty-six degrees (66°) eighteen minutes (18') East ninety and seven tenths (90.7) feet; thence along said southerly right of way line of the Fabens Intercepting Drain South sixty-eight degrees (68°) forty-five minutes (45') East one hundred twenty-eight (128) feet to a point on the easterly line of said Block H, being also the easterly line of Lot one (1) Block H, of said Riverside Addition and from which point the Northeast corner of said Block H bears North twenty-three degrees (23°) forty-two minutes (42') West ninety and five tenths (90.5) feet; thence along the easterly line of said Block H and easterly line of said Lot one (1) South twenty-three degrees (23°) forty-two minutes (42') East thirty-eight and five tenths (38.5) feet to the Southeast corner of said Block H, and being also the Southeast corner of said Lot one (1); thence along the southerly line of said Block H South sixty-six degrees (66°) eighteen minutes (18') West two hundred fifty (250) feet to the Southwest corner of Lot ten (10) Block H of said Riverside Addition; thence along the westerly line of said Lot ten (10) North twenty-three degrees (23°) forty-two minutes (42') West one Hundred twenty-nine (129) feet to a point on the northerly line of said Block H, being the Northwest corner of said Lot ten (10); thence along the northerly line of said Block H, North sixty-six degrees (66°) eighteen minutes (18') East one hundred fifty-nine and three tenths (159.3) feet to the point of beginning. Said tract of land containing sixty-five hundredths (0.65) of an acre, more or less. All as shown on plat attached hereto and made a part hereof.

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **23rd** day of **March**, **1940**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto between the UNITED STATES OF AMERICA, hereinafter styled the United States, ~~represented by the officer executing this contract~~

~~Superintendent, Bureau of Reclamation,~~
thereunto duly authorized, and subject to the approval of the proper supervisory officer thereof;
and **Mattie M. Foster, a widow**

and **John**, hereinafter styled Vendor, of **Paducah**, County of **El Paso**, State of **Texas**

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

3. The Vendor shall sell and by good and sufficient **General Warranty** deed, (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is

h or (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

CERTIFICATE OF RECORD

The State of Texas)
County of El Paso)

I, P. D. Lowry, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 10 day of April, A. D. 19 40, at 8:10 o'clock, P. M., and duly recorded the 15th day of April A. D. 19 40, at 8:20 o'clock A. M. in the Deed Records of said County, in volume 664 on page 133.

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

P. D. LOWRY, County Clerk.

By Marie Grady Deputy

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated March 23, 1940, between the United States of America, and Lattie M. Woster, a widow, and that the proposed grantor is in actual, sole and exclusive possession of the land proposed to be conveyed claiming to be the owner thereof, and no person claiming a right in such land adverse to the proposed grantor is in possession of any of it.

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

Geo W. Hoadley
Right of way Agent

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contracted dated March 23, 1940, between the United States of America, and Mattie M. Woster, a widow, is required for purposes authorized by the act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, namely; as right of way for the Riverside Canal Extension, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$127.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

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

L R Flock
Project Superintendent
Bureau of Reclamation

7

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

Plat #11

Feature Riverside Canal Extension Date December 9 19 39

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

Mattie Koster

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. 1, San Elizario Grant Tract # 14
Containing 0.65 Acres more or less, under
(not under) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges

()	Acres	at	\$	per acre	\$	---
()	Acres	at	\$	per acre	\$	---
()	Acres	at	\$	per acre	\$	---
()	Acres	at	\$	per acre	\$	---
()	Acres	at	\$	per acre	\$	---

Class 2. Suspended

()	Frac. Lots 1,2,3,4	at	\$	per acre	\$	---
()	and all of lots	at	\$	per acre	\$	---
()	5 to 10 both inc.	at	\$	per acre	\$	---
()	Block "H"	at	\$	per acre	\$	<u>127.50</u>
()	Riverside Addition to	at	\$	per acre	\$	---
()	Fabens, Texas	at	\$	per acre	\$	---
()	Acres	at	\$	per acre	\$	<u>127.50</u>

Land not under the Project:

Improvements:	\$	---
---	\$	---
---	\$	---
---	\$	---
Grand Total	\$	<u>127.50</u>

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. Hoadley

Appraisers

Approved: _____

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated **March 23, 1940**; made by **Mattie M. Woster**

involving purchase of **0.65** acres of land, for \$ **127.50**

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 land in Texas

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

No

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

Town lots in Riverside Addition in the town of Fabens, Texas

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

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

6-7381

No crops or improvements

STATEMENT AND CERTIFICATE OF AWARD

No. 1167-1415
(Contract)

Date Mar. 23, 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 151
- (Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

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

CERTIFICATE

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

L. R. Flock

(Signature of contracting officer)

Superintendent

(Title)

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

DIRECTIONS

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

2. **NUMBER OF COPIES OF FORM.**—Copies of this form are prepared by the office in which the contract originates as follows:

(a) For contracts prepared and executed in the project office or office of engineer in charge of secondary investigations, there shall be prepared original and three copies (four in all): (a) Original for commissioner, (b) copy for superintendent, or engineer in charge of secondary investigations, as the case may be, (c) copy for district counsel, and (d) copy for Denver office.

(b) For contracts prepared in the project office or office of engineer in charge of secondary investigations, and executed in Denver, there shall be prepared original and five copies (six in all): (a) Original for commissioner, (b) copy for superintendent, or engineer in charge of secondary investigations, as the case may be, (c) copy for district counsel, (d) copy for Denver office, and (e) two additional copies for return by Denver office, to superintendent, or engineer in charge of secondary investigations, as the case may be, and district counsel, notifying of execution of contract.

(c) For contracts prepared in the project office or office of engineer in charge of secondary investigations, and executed in Washington, there shall be prepared original and six copies (seven in all): (a) Original for commissioner, (b) copy for superintendent, or engineer in charge of secondary investigations, as the case may be, (c) copy for district counsel, (d) copy for Denver office, and (e) three additional copies for return by Washington office to superintendent, or engineer in charge of secondary investigations, as the case may be, district counsel, and Denver office, notifying of execution of contract.

(d) For contracts prepared and executed in Denver there shall be prepared original and one copy (two in all): (a) Original for commissioner, and (b) copy for Denver office.

(e) For contracts prepared in Denver and executed in Washington, there shall be prepared original and two copies (three in all): (a) Original for commissioner, (b) copy for Denver office, and (c) one additional copy for return by Washington office to Denver office, notifying of execution of contract.

(f) For contracts prepared and executed by district counsel, there shall be prepared original and two copies (three in all): (a) Original for commissioner, (b) copy for district counsel, and (c) copy for Denver office.

3. **NUMBER OF COPIES OF CONTRACT, AND BOND, IF ANY.**—Copies of the contract, and bond, if any, are prepared by the office in which the contract originates, as follows:

(a) For contracts originating in the field (including Denver office but excluding district counsel) six (6) impressions shall be made, to wit: (a) Original for General Accounting Office, (b) copy for Returns Office, (c) copy for commissioner, (d) copy for Denver office, (e) copy for superintendent, or engineer in charge of secondary investigations, as the case may be, and (f) copy for district counsel. Additional copies may be made if desired, including copy for contractor.

(b) If bond is required in connection with a contract under subparagraph (a), five (5) impressions shall be made, to wit: (a) Original for General Accounting Office, (b) copy for commissioner, (c) copy for Denver office, (d) copy for district counsel, and (e) copy for superintendent, or engineer in charge of secondary investigations, as the case may be. Additional copies may be made, if desired, including copy for the contractor.

(c) For contracts originating in the office of district counsel, five (5) impressions shall be made, to wit: (a) Original for General Accounting Office, (b) copy for Returns Office, (c) copy for commissioner, (d) copy for Denver office, and (e) copy for district counsel. Additional copies may be made, if desired, including copy for contractor.

(d) If bond is required in connection with a contract under subparagraph (c), four (4) impressions shall be made, to wit: (a) Original for General Accounting Office, (b) copy for commissioner, (c) copy for Denver office, and (d) copy for district counsel. Additional copies may be made if desired, including copy for contractor.

4. **DISPOSITION OF CONTRACT AND FORM.**—The office in which the contract originates retains a copy of the contract, and bond, if any, and a copy of this form, and forwards the remaining papers for consideration, in the order indicated on the face of the form, and in accordance with the requirements of the Manual. Each office, after taking action on the contract and filling in the form, retains a copy of the contract, and bond, if any, and a copy of this form, and forwards the remaining papers. The office executing the contract (other than the project office, the office of engineer in charge of secondary investigations, or the Denver office, when the contract is prepared and executed there) notifies the offices indicated on the form by return of copies of the form.

5. **EXCEPTIONS.**—Where money is neither to be expended nor collected, the original contract, with bond, if any, goes to the commissioner, and not to the General Accounting Office, and a copy of same for the commissioner is not required. Where a contract does not relate specifically to a project, or where for any reason a file of contracts is not kept in the district counsel's office, the copies of papers described in paragraphs 2 and 3 are correspondingly lessened in number.

TRANSFER CASE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

430.-
RIO GRANDE

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

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Mar. 23, 1940
symbol and number 116r-1415, made by Mattie M. Woster, a widow
amount involved, \$ 127.50; authority No. _____ or clearing account _____
purpose Riverside Canal Extension
Reference: _____

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

Place El Paso, Texas Date March 26, 1940

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



Project Superintendent

Inclosures:

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

Place El Paso, Texas Date April 10, 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 _____

DIRECTOR

Commissioner