

780

ERRALT, JOSEPHINE

WARRANTY DEED

RIVERSIDE INTERCEPTING DRAIN OUTLET

185

0023-00 ~~88~~-0018-00

RIO GRANDE

1940-1941

20-(18) Texas

1

RIO GRANDE

43

19021

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

Know all men by these presents;

Josephine C. Bradt, a widow,

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

Five hundred six and no/100 (\$506.00) - - - - - DOLLARS,

to her 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

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 Southwest quarter (SW $\frac{1}{4}$ ) of Section thirty (30) Township thirty-three (33) South, Range eight (8) East and Southeast quarter (SE $\frac{1}{4}$ ) of Section twenty-five (25), Township thirty-three (33) South, Range seven (7) East, Bureau of Reclamation Survey; being also within tract two (2) 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:

A.D.

Correct as to Engineering Data

Beginning at the point of intersection of the northwesterly line of Tract two (2) Block forty-one (41) of the said official resurvey of the San Elizario Grant and the southwesterly right of way line of the River Drain, said point being the Southeast corner of Tract thirteen (13) Block forty (40) of the said official resurvey of the San Elizario Grant; thence along the southwesterly right of way line of the River Drain South forty-two degrees (42°) fifteen minutes (15') East one hundred thirteen and four tenths (113.4) feet; thence South sixty-one degrees (61°) fifty-two minutes (52') West one thousand seventy-one and two tenths (1071.2) feet to a point on the westerly line of said tract two (2) and from which point the Northeast corner of Tract four (4) Block forty-one (41) of said official resurvey of the San Elizario Grant bears South sixty degrees (60°) two minutes (02') ten seconds (10") East two thousand one hundred forty-five and seven tenths (2145.7) feet; thence along a westerly line of said tract two (2) North thirteen degrees (13°) two minutes (02') West eighty-five and eight tenths (85.8) feet to a northwesterly corner of said Tract two (2) being also a corner of Tract thirteen (13) Block forty (40) of said official resurvey of the San Elizario Grant; thence along the line between said tracts two (2) and thirteen (13) North fifty-seven degrees (57°) nine minutes (09') East three hundred thirty and five tenths (330.5) feet and North sixty-one degrees (61°) fifty-two minutes (52') East six hundred ninety-one and eight tenths (691.8) feet to the point of beginning. Said tract of land containing two and fifty-three hundredths (2.53) acres, more or less. All as shown on Plat attached ~~hereto~~ and made a part ~~hereof~~, that certain contract between grantor and grantee herein dated October 5, 1940, of record in Book 676, page 51, Deed Records of El Paso County, Texas.

April A. D. 1941.

Witnesses at Request of Grantor

Josephine C. Bradt



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 Josephine C. Bradt, 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 8th day of April A. D. 1941.

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

Opinion of G. G. [unclear] of [unclear] examined. 4/8/41

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 8 day of Apr. A. D. 1941, with its certificate of authentication, was filed for record in my office this 5 day of Apr, A. D. 1941, at 1 o'clock P. M. and duly recorded the 14 day of Apr, A. D. 1941, at 9 o'clock A. M. in the records of said County, in Volume 686 on Pages 313

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

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

By Marie Brady Deputy

COMPARED 19021

JOSEPHINE C. BRADT,

TO

THE UNITED STATES OF AMERICA,

Warranty Deed

Filed for Record the

day of 19

FILED FOR RECORD

APR 10 1941

at 7:00 County Court, El Paso County, Texas.

AND RECORDED

By Apr 14 1941, Deputy.

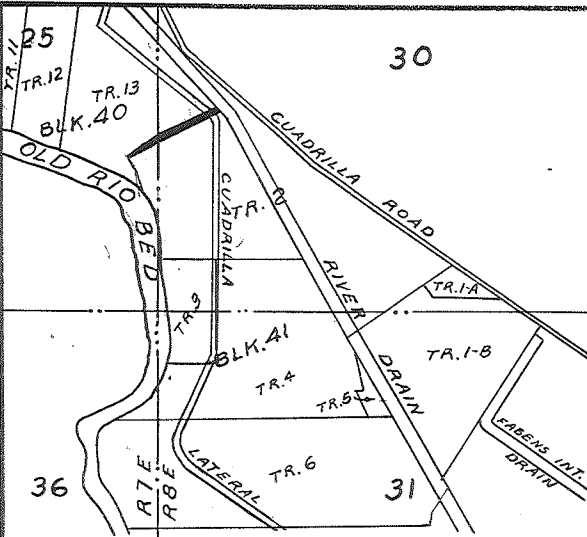
9 o'clock

P. D. Lowry, County Clerk

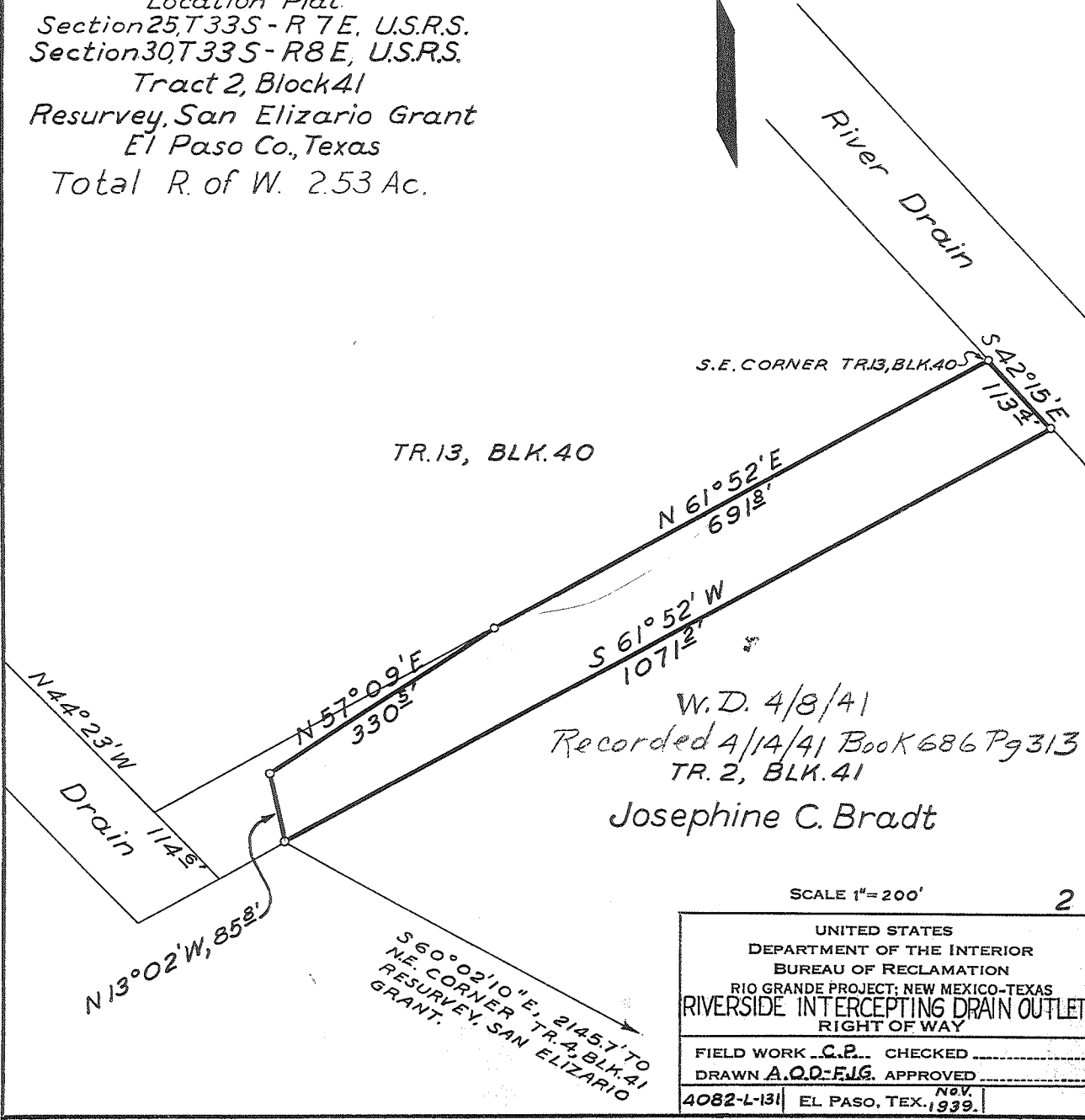
BY M. Brady DEPUTY

4/8/41 - 686/ 313

5-95 1/2  
 Two P20 sheets



Location Plat  
 Section 25 T33S - R7E, U.S.R.S.  
 Section 30 T33S - R8E, U.S.R.S.  
 Tract 2, Block 41  
 Resurvey, San Elizario Grant  
 El Paso Co., Texas  
 Total R. of W. 2.53 Ac.



W.D. 4/8/41  
 Recorded 4/14/41 Book 686 Pg 313  
 TR. 2, BLK. 41  
 Josephine C. Bradt

SCALE 1" = 200' 2

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT; NEW MEXICO-Texas <b>RIVERSIDE INTERCEPTING DRAIN OUTLET          RIGHT OF WAY</b>	
FIELD WORK <u>C.P.</u>	CHECKED _____
DRAWN <u>A.O.D-F.J.G.</u>	APPROVED _____
4082-L-131	EL PASO, TEX., <sup>Nov.</sup> 1939.

S 60° 02' 10" E, 2145.7'  
 N.E. CORNER TR. 2, BLK. 41  
 RESURVEY, SAN ELIZARIO  
 GRANT.

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

Opinion of                      G. and certificate

O. T. NO. POLICY N<sup>o</sup> 38407  
C/14846

of title examined                       
Amount \$ 506.00

# 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~~ <sup>it</sup> 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 Southwest quarter (SW $\frac{1}{4}$ ) of Section thirty (30) Township thirty-three (33) South, Range eight (8) East and Southeast quarter (SE $\frac{1}{4}$ ) of Section twenty-five (25), Township thirty-three (33) South, Range seven (7) East, Bureau of Reclamation Survey; being also within tract two (2) 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 the point of intersection of the northwesterly line of Tract two (2) Block forty-one (41) of the said official resurvey of the San Elizario Grant and the southwesterly right of way line of the River Drain, said point being the Southeast corner of Tract thirteen (13) Block forty (40) of the said official resurvey of the San Elizario Grant; thence along the southwesterly right of way line of the River Drain South 42° 15' East one hundred thirteen and four tenths (113.4) feet; thence South 61° 52' West one thousand seventy-one and two tenths (1071.2) feet to a point on the westerly line of said tract two (2) and from which point the Northeast corner of Tract four (4) Block forty-one (41) of said official resurvey of the San Elizario Grant bears South 60° 02' 10" East two thousand one hundred forty-five and seven tenths (2145.7) feet; thence along a westerly line of said tract two (2) North 13° 02' West eighty-five and eight tenths (85.8) feet to a northwesterly corner of said Tract two (2) being also a corner of Tract thirteen (13) Block forty (40) of said official resurvey of the San Elizario Grant; thence along the line between said tracts two (2) and thirteen (13) North 57° 09' East three hundred thirty and five tenths (330.5) feet and North 61° 52' East six hundred ninety-one and eight tenths (691.8) feet to the point of beginning. Said tract of land containing two and fifty-three (2.53) acres, more or less, All as shown on Plat attached to and made a part of that certain contract between grantor and grantee herein dated October 5, 1940, of record in Book 676, page 51, Deed Records of El Paso County, Texas,

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

-FIVE HUNDRED SIX AND NO/100 (\$506.00) - - - - - Dollars,  
and shall, at its own cost, defend said insured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title hereby guaranteed, provided the party or parties entitled to such defense shall, within a reasonable time after the commence-

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

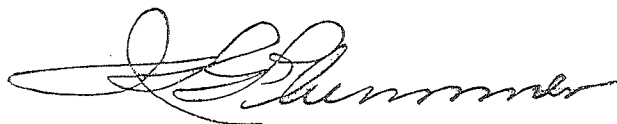
Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all rights of insured against all other parties.

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

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



Secretary



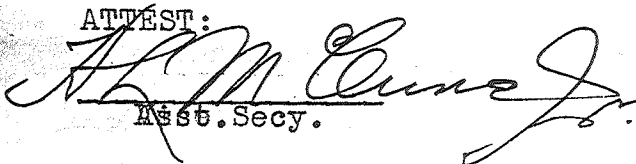
President

Countersigned at El Paso, Texas, this 10 day of April 1941

PIONEER ABSTRACT & GUARANTEE TITLE COMPANY

By J. L. Hummer Agent.  
President

ATTEST:

  
Asst. Secy.

**Commercial  
Standard  
Insurance Company**

Fort Worth, Texas

OWNER'S POLICY  
OF TITLE INSURANCE

To

United States of America

PROPERTY

Part of Tract 2, Block  
41 of the resurvey of  
the San Elizario Grant  
El Paso County, Texas,

THIS POLICY ISSUED BY  
**Pioneer Abstract & Guarantee Title Co.**  
MAIN 838 FIRST NAT'L BUILDING  
EL PASO, TEXAS

2 M-1-41

RECORDED  
11/22/17  
OFFICE OF THE  
REGISTER OF DEEDS  
EL PASO, TEXAS



# TRANSFER CASE

UNITED STATES  
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

El Paso, Texas. May 13, 1941.

Opinion of A. G. and certificate  
of title examined. 430.-

**430.-**  
**RIO GRANDE**

W & F

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers -  
Land purchased from Josephine Bradt for  
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 19-78589 dated April 29, 1941, covering payment for land purchased from Mrs. Josephine Bradt 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 papers

- - -



In duplicate

Encls-

Policy of Title Insurance  
Opinion of Title in duplicate  
Original Recorded Deed in duplicate  
List citing related papers in duplicate

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

MAY 16 1941 51948

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
210 United States Court House  
El Paso, Texas

RECEIVED  
APR 25 1941  
MARSHALL

April 16, 1941

From: District Counsel  
To: Superintendent, El Paso, Texas.  
Subject: Acquisition of land - Opinion of title to land described in contract dated October 5, 1940, between the United States and Josephine C. Bradt; Area, 2.53 acres; Consideration, \$506.00; 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 Josephine C. Bradt, 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 8, 1941, from Josephine C. Bradt to the United States, and by policy of title insurance No. 38407 of the Commercial Standard Insurance Company of Fort Worth, Texas, countersigned April 10, 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 \$506.00, may now be paid to the United States' grantor, Mrs. Josephine C. Bradt, Route 37, Box 146, 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.

*H. J. Dennis*

In quadruplicate.

MAY 16 1941 51948

List of vouchers related to purchase of land from Josephine Bradt.

<u>Paying Office</u>	<u>Voucher</u>	<u>Date</u>	<u>Service</u>	<u>Amount</u>
Albuquerque, N. M.	19-77390	4-24-1941	Policy of Title Insurance	\$15.00

- - -

MAY 16 1941 51948

C O P Y

HARRISON, RASBERRY & LIPSCOMB  
Lawyers  
First National Bank Bldg.  
El Paso, Texas.

November 14, 1940  
In Re: File No. 14846

Pioneer Abstract & Guarantee Title Co.  
El Paso, Texas.

Gentlemen:

From an examination of the public records of El Paso County, Texas, it appears that the record title to:

2.53 acres of land as described in contract of sale of record in Book 676 at Page 51, deed records, El Paso County, Texas, and being within Tract 2, Block 41, Official Re-Survey of the San Elizario Grant, El Paso County, Texas,

is vested in J. N. Bradt and Mrs. J. C. Bradt, subject only to the following:

- (1) A part of this tract was conveyed by Charles B. Stevens, et al, to Mrs. J. C. Bradt as her sole and separate estate on January 30, 1923, the grantee assuming the payment of 5 promissory notes dated December 15, 1921, secured by a vendor's lien retained in a deed from the City National Bank to Charles B. Stevens, et al, all of said notes being for the principal sum of \$500.00 each, note 1 being due 3 years after date, note 2 due 4 years after date, notes, 3, 4 and 5 due 5 years after date, and all of said notes being payable to the City National Bank. By transfer dated March 23, 1925, the City National Bank, through its receiver, and the City Mortgage Company, which had acquired the notes, by instrument of record in Book 441 at Page 440, transferred these notes to the Federal Land Bank of Houston, Texas. We do not find a release of these notes nor where their payment was extended. We will require a release of these notes.
- (2) On December 1, 1918, Olga Kohlberg executed a warranty deed, of record in Book 301, Page 527, to J. N. Bradt and Mrs. J. C. Bradt, conveying approximately 26.7 acres of land and retained a vendor's lien to secure the payment of 3 notes for \$450.00 each, due 1, 2 and 3 years after date. On December 1, 1923, Olga Kohlberg transferred these notes to the Federal Land Bank of Houston, Texas, reciting therein that Note 1 was paid and that a balance of \$700.00 remained due on the other 2 notes. On October 22, 1923, J. N. Bradt and Mrs. J. C. Bradt executed to M. H. Gossett, trustee, a deed of trust,

of record in Book 160, Page 63, conveying 26.7 acres, which is a portion of the property under examination, to secure the payment of 1 note for \$1900.00, due and payable in 69 semi-annual payments. This note was an extension of the original vendor's lien notes to Olga Kohlberg. This is an outstanding lien against this property.

(3) On October 5, 1940, by instrument of record in Book 676, Page 51, Mrs. J. C. Bradt entered into a contract to sell to the United States of America 2.53 acres of this land.

(4) We understand that J. N. Bradt and Mrs. J. C. Bradt were husband and wife. Part of the property under examination was owned by Mrs. Bradt as her separate estate and a portion by J. N. Bradt and Mrs. J. C. Bradt, jointly. There is some indication that J. N. Bradt is dead, and if so, we will require either the probate of a will, administration, if necessary, or proper affidavits of heirship.

(5) Taxes appear to be due for the year 1940 in the sum of \$118.14. Water certificate not having been received, we are not in position to state what water and construction charges, if any, are due against this property.

(6) Rights of parties in possession and conflicts in boundaries, which a correct survey would show.

Respectfully submitted,

HARRISON, RASEERY & LIPSCOMB

By /s/ Abner S. Lipscomb

Abner S. Lipscomb

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
210 United States Court House  
El Paso, Texas

OCT 23 1940  
October 23, 1940.  
*H. J. S. Devries*

Pioneer Abstract & Guarantee Title Co.,  
First National Bank Bldg.,  
El Paso, Texas.

Gentlemen:

A land purchase contract, dated October 5, 1940, has been entered into with Mrs. Josephine C. Bradt, a single woman, for the acquisition by the United States of 2.53 acres of land in El Paso County in the SW $\frac{1}{4}$  of Sec. 30, T. 33 S., R. 8 E. and SE $\frac{1}{4}$  of Sec. 25, T. 33 S., R. 7. E., Bureau of Reclamation Survey, being also within Tract 2, Block 41, official resurvey of the San Elizario Grant. The purchase price named in the contract is \$506.00. For your convenient reference a plat of the tract to be purchased is enclosed herewith.

Please issue a title guarantee policy under your existing contract with this Bureau, in the amount of the consideration stated in the land purchase contract, to insure the title of this land in the United States. Upon receipt of your preliminary title letter I will take up with the landowner the matter of obtaining any curative instruments you may deem necessary before execution of a warranty deed in favor of the United States.

Very truly yours, \*

H. J. S. Devries,  
District Counsel.

Encl.

cc - Supt., El Paso

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated October 5, 1940, between the United States of America, and Mrs. Josephine C. Pradt, a single woman, 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 8th day of October, 1940.

Geo. W. Hoadley  
Right of Way Agent

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in the attached land purchase contract dated October 5, 1940, between the United States of America and Mrs. Josephine C. Bradt, a single woman, 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, \$506.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 8th day of October, 1940.

L R Fieck  
Project Superintendent  
Bureau of Reclamation



7-5281  
August 1927  
Approved by the Department  
January 4, 1927

TRANSFER CASE  
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

430.-  
RIO GRANDE

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Oct. 5, 1940  
symbol and number 116r-1457; made by Mrs. Josephine C. Bradt  
amount involved, \$ 506.00; 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 Oct. 8, 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.  
(El Paso, Tex)

Place Denver, Colo Date 10/21/40

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.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated October 5, 1940; made by Mrs. Josephine C. Pradt

involving purchase of 2.53 acres of land, for \$ 506.00;  
purpose Riverside Canal Extension

1. The land described in the above-named contract is necessary for the purpose stated, and the consideration is reasonable. Land of a similar character in the vicinity has sold recently for \$ no recent sales per acre.

2. The land was entered \_\_\_\_\_ under the \_\_\_\_\_ law.  
Final certificate is dated \_\_\_\_\_ Patent is dated \_\_\_\_\_

**No public land in Texas**

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

**None**

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

**2.53 acres cultivated**

5. 2.53 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:

**No allowance for crops**

STATEMENT AND CERTIFICATE  
OF AWARD

No. **116r-1457**

(Contract)  
Date **Oct. 5**, 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).

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Plat #2

Land Classification and Valuation Report

Riverside Intercepting Drain

Feature Riverside Canal Extension

Date Dec. 9 19 59

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

**Mrs. J. C. Bradt**

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 # 41 Tract # 2  
Containing 2.53 Acres more or less, under  
(not under) ~~the~~ the Rio Grande Texas-New Mexico Irrigation Project.

Class 1.		Subject to Construction Charges				
(	-	2.53 Acres	cultivated	at \$	200.	per acre \$ 506.00
(	-	Acres		at \$		per acre \$
(	-	Acres		at \$		per acre \$
(	-	Acres		at \$		per acre \$
(	-	Acres		at \$		per acre \$ 506.00

Class 2.		Suspended				
(	-	Acres		at \$		per acre \$
(	-	Acres		at \$		per acre \$
(	-	Acres		at \$		per acre \$
(	-	Acres		at \$		per acre \$
(	-	Acres		at \$		per acre \$

Land not under the Project:

Improvements:			
-			
-			
-			
-			
	Grand Total		\$ 506.00

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

**George Huffman**

**W E Ramsey**

**Geo. W. Hoadley**

Appraisers

Approved: