

28

RUTZ, HERMINIO WARRANTY DEED RIVERSIDE INTERCEPTING DRAIN OUTLET

(185)

0623-0086-0019-50

20-(19) Texas

20

25

Ninety-two and 25/100 (\$92.25) ----- 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., 333), 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 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 thirteen (13) Block forty (40) 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 A.O.D.

Beginning at a point on the southerly line of said tract thirteen (13) Block forty (40) of the said official resurvey of the San Elizario Grant and from which point the Southeast corner of said tract thirteen (13) bears North sixty-one degrees (61°) fifty-two minutes (52') East six hundred ninety-one and eight tenths (691.8) feet; thence along said southerly line of Tract thirteen (13) South fifty-seven degrees (57°) nine minutes (09') West three hundred thirty and five tenths (330.5) feet; thence South thirteen degrees (13°) two minutes (02') East eighty-five and eight tenths (85.8) feet to a point from which the Northeast corner of Tract four (4) Block forty-one (41) of the 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 South sixty-one degrees (61°) fifty-two minutes (52') West ninety-three and three tenths (93.3) feet to the northeasterly right of way line of the Cuadrilla Drain; thence along said drain right of way line North forty-four degrees (44°) twenty-three minutes (23') West one hundred fourteen and six tenths (114.6) feet; thence North sixty-one degrees (61°) fifty-two minutes (52') East four hundred seventy-seven and one tenth (477.1) feet to the point of beginning. Said tract of land containing forty-one hundredths (0.41) of an acre, more or less. All as shown on Plat attached ~~hereto and made a~~

~~part hereof~~ to and made a part of contract dated May 3, 1940, between the grantors and grantee herein, of record in Volume 666, at page 600, of Deed Records of El Paso County, Texas.

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 July 1st day of A. D. 1940.

~~Witnesses at Request of Grantor~~

Hermilio Ruiz
Guadalupe L. Ruiz

acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of July A. D. 1940.

(SEAL)

Hal Haddix

Notary Public in & for El Paso County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me Hal Haddix

a Notary Public

Guadalupe L. Ruiz

in and for El Paso County, Texas, on this day personally appeared Hermenio Ruiz, 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 Guadalupe L. Ruiz 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 1st day of July A. D. 1940.

(SEAL)

Hal Haddix

Notary Public in & for El Paso County, Texas

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 1 day of July A. D. 1940, with its certificate of authentication, was filed for record in my office this 2 day of AUG. A. D. 1940, at 11:20 o'clock A. M. and duly recorded the 7 day of AUG. A. D. 1940, at 8 o'clock A. M. in the records of said County, in Volume 872 on Pages 159

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.

(SEAL)

By Marie Crady, Deputy.

HERMENIO RUIZ

GUADALUPE L. RUIZ

TO

U. S. of A.

Warranty Deed

Filed for Record the 2nd

day of August 1940

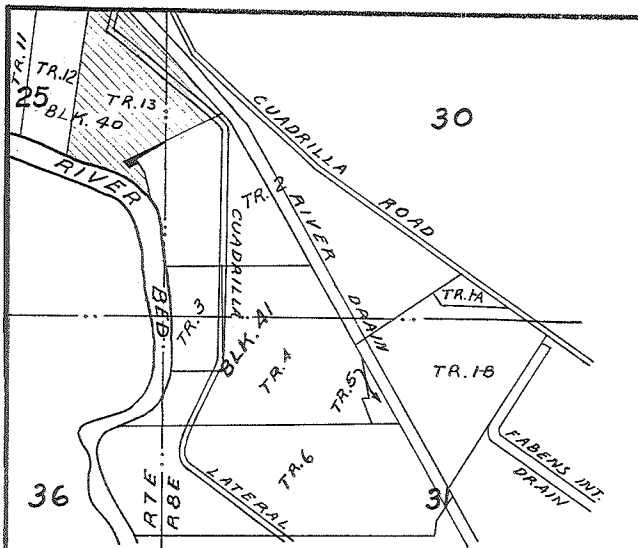
at 11 o'clock and 20 minutes A.M.

Recorded 9/7/40 at 8 o'clock A.M.

P. D. Lowry, Clerk,

County Court, El Paso County, Texas.

By W. F. Duncan, Deputy.



Location Plat
 Section 25, T33S-R7E, U.S.R.S.
 Tract 13, Block 40
 Resurvey, San Elizario Grant
 El Paso Co., Texas

Total R. of W. 0.41 Ac.



TR. 13, BLK. 40

N 61°52'E, 6918' TO SE. CORNER
 OF TRACT 13, BLOCK 40 OF
 RESURVEY, SAN ELIZARIO
 GRANT.

HERMINO RUIZ.

W.D. 7/1/40
 Recorded 8/7/40
 Book 672 Pg 159

N 61°52'E, 4771'
 S 57°09'W, 3305'

TR. 2, BLK. 41

Drain

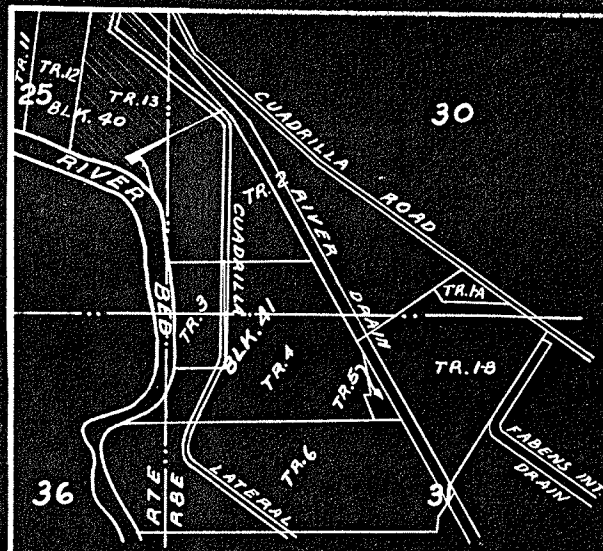
N 44°23'W, 1145'
 S 61°52'W, 933'

858'
 S 13°02'E

S 60°02'10"E, 21452' TO N.E.
 CORNER OF TRACT 4, BLK. 41
 RESURVEY, SAN ELIZARIO
 GRANT.

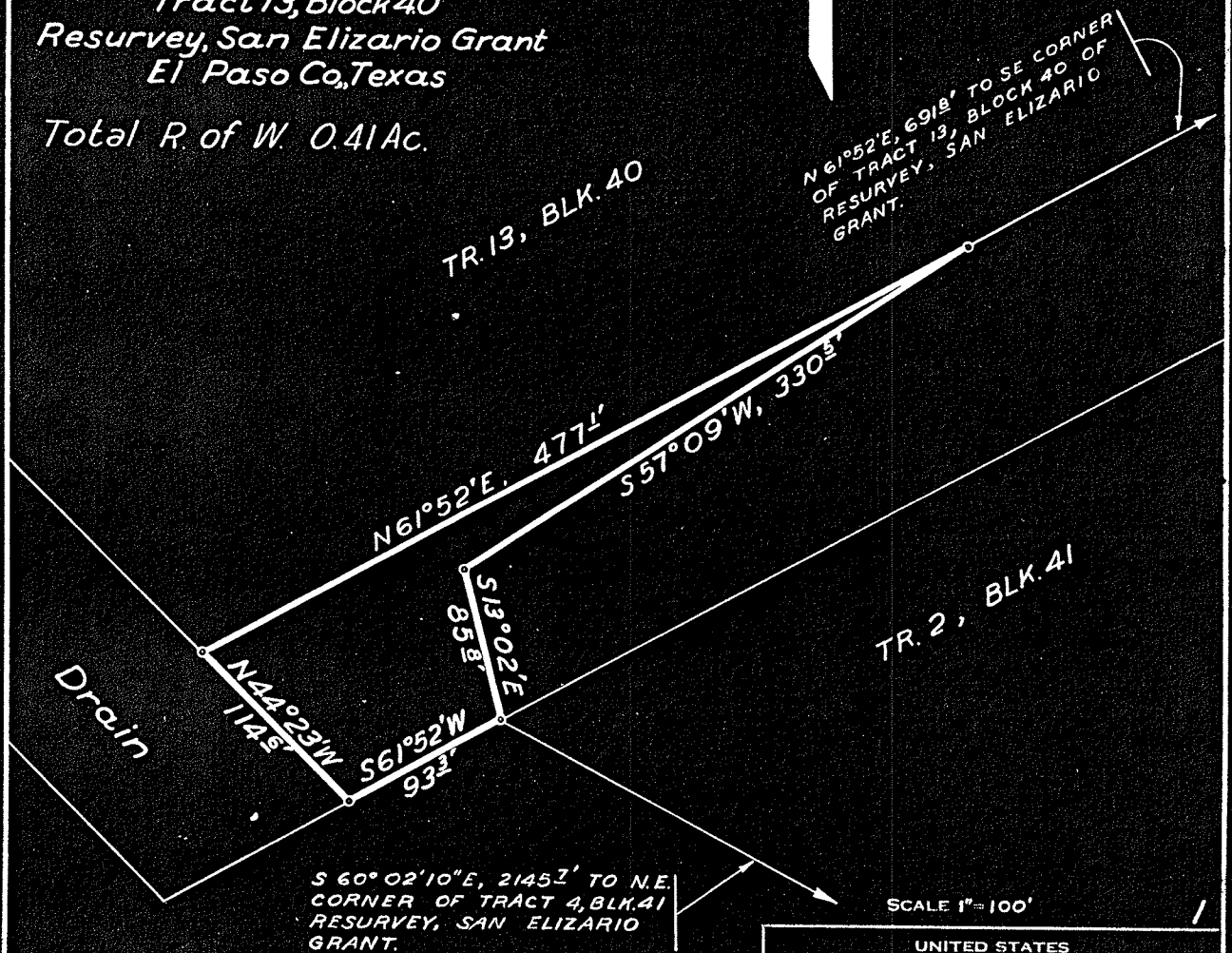
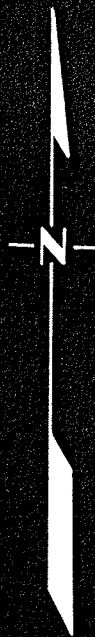
SCALE 1"=100'

UNITED STATES	
DEPARTMENT OF THE INTERIOR	
BUREAU OF RECLAMATION	
RIO GRANDE PROJECT; NEW MEXICO-TEXAS	
RIVERSIDE INTERCEPTING DRAIN OUTLET	
RIGHT OF WAY	
FIELD WORK	C.P. CHECKED
DRAWN	A.O.D.-F.J.G. APPROVED
4082-L-131	EL PASO, TEX. NOV. 1939.



Location Plat
 Section 25, T33S-R7E, USRS.
 Tract 13, Block 40
 Resurvey, San Elizario Grant
 El Paso Co., Texas

Total R. of W. 0.41 Ac.



SCALE 1"=100'

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT, NEW MEXICO-TEXAS
RIVERSIDE INTERCEPTING DRAIN OUTLET
 RIGHT OF WAY

FIELD WORK: C.P. CHECKED: _____
 DRAWN: A.O.D.-F.J.G. APPROVED: _____

4082-L-131 | EL PASO, TEX. NOV. 1935.

El Paso, Texas. August 30, 1940.

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of Land - Transmittal of Papers
 Land purchased from Herminio Ruiz -
 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. 19-15928 dated August 28, 1940, covering payment of purchase of land from Herminio Ruiz, 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

- - - -

L. R. Flock

In duplicate

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

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

210 United States Court House
El Paso, Texas

August 12, 1940

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated May 3, 1940, between the United States and Herminio Ruiz and wife; Area, .41 of an acre; Consideration, \$92.25; 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 Herminio Ruiz and wife, Guadalupe L. Ruiz, is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated July 1, 1940, from Herminio Ruiz and Guadalupe L. Ruiz to the United States, and by policy of title insurance No. 25963 of the Commercial Standard Insurance Co. of Fort Worth, Texas, countersigned August 2, 1940, by the Pioneer Abstract & Guarantee Title Company, as agent, and bearing the latter company's file No. C/14407.

2. All state and county taxes appear to have been paid to and including those for the year 1939. Taxes become 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. All charges due El Paso County Water Improvement District No. 1, by District certificate dated August 12, 1940, are certified to have been paid to and including those for the year 1939.

3. The consideration named in the contract, namely \$92.25, may now be paid to the United States' grantors, less a deduction of \$9.87 advanced for the payment of a tax lien and any other deductions which the accounting records of your office may show to be in order.

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

In quadruplicate.

H. J. S. Devries.

El Paso County Water Improvement District No. 1 Collector's Certificate

El Paso, Texas.....8-12 1939

This is to certify that all charges due El Paso County Water Improvement District No. 1, on property assessed to H. Ruiz.....and described as

MAP NO.	ABS. NO.	SUR. NO.	GRANTOR	LOT	BLK.	SUBDIVISION	TOTAL ACREAGE
<u>B 40</u>	<u>165</u>		<u>SR</u>				<u>33.36</u>
<u>T 13</u>							

Have been paid to and including the year 1939 ~~except the following items:~~

YEAR	CONSTRUCTION REPAYMENT	PENALTY AND INTEREST	TOTAL	MAINTENANCE AND OPERATION	PENALTY AND INTEREST	TOTAL	TOTAL FOR YEAR

CRICHT PRINT., EL PASO, TEXAS

Signed Pearl H. Glaver
ASSESSOR AND COLLECTOR
El Paso County Water Improvement District No. 1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

210 United States Court House
El Paso, Texas

July 10, 1940

Mr. Herminio Ruiz,
Fabens, Texas.

Dear Sir:

With reference to the contract which you have entered into for the sale of a small tract of land near Fabens, Texas, to the United States, I am informed by the Pioneer Abstract & Guarantee Title Co. that there are unpaid taxes on the entire property out of which the .41 of an acre is to be purchased by the Government, as follows:

1925	\$61.72
1934 (school tax only)	13.40
1937	32.41
Penalty & interest to July 1,	39.56
Total -	<u>\$147.09</u>

I received the executed deed, but before it can be placed of record and further steps taken toward closing the transaction it will be necessary for you to make some arrangement for the release of the tax lien as it applies to the small piece of land under contract to be sold to the United States. In view of the considerable amount of delinquent taxes, it will probably be difficult for you to obtain such a release unless at least a substantial payment is made. It is suggested you take this up with the tax officials and see what can be done in the matter. If no other arrangement can be worked out, it may be possible for the United States, under article 7 of the contract, to pay a part of past due taxes and deduct whatever amount is used for such purpose from the purchase price.

Very truly yours,

H. J. S. Devries,
District Counsel
By *J. A. B.*

cc - Supt., El Paso

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated 5-3-40; made by Herminio Ruiz, et ux
involving purchase of 0.41 acres of land, for \$ 92.25;
purpose _____

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:

0.41 acres cultivated

5. 0.41 acres of the land are being irrigated and _____ additional acres are susceptible of irrigation under water right described as follows:

No allowance for crops

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:

**STATEMENT AND CERTIFICATE
OF AWARD**

No. 116r-1428
(Contract)
Date 5-3-, 19 40

DEPARTMENT OF THE INTERIOR
(Department or establishment)

BUREAU OF RECLAMATION
(Bureau or office)

El Paso, Texas
(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

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

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

3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.

4. Without advertising in accordance with _____

5. Without advertising, it being impracticable to secure competition because of _____
Riverside Canal Extension

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

AWARD OF CONTRACT

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

CERTIFICATE

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

L R 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).

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated May 3, 1940
symbol and number 116r-1428; made by Herminio Ruiz, et ux, Guadalupe
amount involved, \$ 92.85; 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 _____ in the office of _____

Place El Paso, Texas Date May 6, 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. S. Flock, Project Superintendent.

Inclosures:

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

Place El Paso, Texas Date June 6, 1940

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

R. J. S. Derrins, 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.

List of all vouchers related to the acquisition of the land covered by Contract II6r-1428, dated May 3, 1940 with Herminio Ruiz - Riverside Canal Extension - Rio Grande Project

<u>Paying Office</u>	<u>Voucher No.</u>	<u>Date</u>	<u>Service</u>	<u>Amount</u>
Albuquerque, N. M.	19-6911	July 25, 1940	Taxes	\$9.87
" "	19-15928	August 28, 1940	Land Purchase	\$82.58

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 3rd day of May 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,

~~Special Agent in Charge, Bureau of Reclamation, El Paso District Office, El Paso, Texas~~
and Herminio Ruiz

and Guadalupe L. Ruiz, his wife, hereinafter styled Vendor,

of Fabens, County of El Paso, State of Texas

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

3. The Vendor shall sell and by good and sufficient General Warranty 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

th oir property, situated in the County of El Paso
(Homestead, community, separate)

State of Texas, to wit:

Riverside Intercepting Drain Outlet
Plat No. 1

A tract of land lying and situate in El Paso County, Texas and in the 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 thirteen (13) Block forty (40) 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 said tract thirteen (13) Block forty (40) of the said official resurvey of the San Elizario Grant and from which point the Southeast corner of said tract thirteen (13) bears North sixty-one degrees (61°) fifty-two minutes ($52'$) East six hundred ninety-one and eight tenths (691.8) feet; thence along said southerly line of Tract thirteen (13) South fifty-seven degrees (57°) nine minutes ($09'$) West three hundred thirty and five tenths (330.5) feet; thence South thirteen degrees (13°) two minutes ($02'$) East eighty-five and eight tenths (85.8) feet to a point from which the Northeast corner of Tract four (4) Block forty-one (41) of the 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 South sixty-one degrees (61°) fifty-two minutes ($52'$) West ninety-three and three tenths (93.3) feet to the northeasterly right of way line of the Cuadrilla Drain; thence along said drain right of way line North forty-four degrees (44°) twenty-three minutes ($23'$) West one hundred fourteen and six tenths (114.6) feet; thence North sixty-one degrees (61°) fifty-two minutes ($52'$) East four hundred seventy-seven and one tenth (477.1) feet to the point of beginning. Said tract of land containing forty-one hundredths (0.41) of an acre, more or less. All as shown on Plat attached hereto and made a part hereof.

Correct as to Engineering Data G.O.D.

~~4. Upon receipt of notice that this contract has been approved by the Bureau of Reclamation, the Vendor shall, without cost to the United States, promptly furnish a copy of abstract of title covering the said property, which shall later be extended by said Vendor to include vendor instrument subsequently recorded in connection herewith, including the same in the purchase price of the contract. It is the intent of the Vendor to furnish such abstract of title with a copy of the same to the United States at the time of the recording of the deed provided for in this contract. If the United States has available a full and complete abstract of title covering said property, the same shall be used and no charge shall be made therefor.~~

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

Ninety-two and 25/100 - - - - dollars

(\$ **92.25**), 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 **May 4th, 1940** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **May 4th, 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.

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

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

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

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

Witnesses:

THE UNITED STATES OF AMERICA,

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

P. O. Address _____

Herminio Ruiz

Vendor.

P. O. Address _____

Guadalupe L. Ruiz

Vendor.

P. O. Address _____

Fabens, Texas

Vendor.

P. O. Address _____

P. O. Address _____

Approved:

(Date) _____, 193

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF EL PASO
(a) I, Geo. W. Hoadley

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.
Notary Public

in and for said county, in the State aforesaid, do hereby certify that Herminio Ruiz and Guadalupe L. Ruiz, his wife

who are personally known to me to be the person are whose name are 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 Guadalupe L. Ruiz separate and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 3rd day of May, 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 Texas
COUNTY OF El Paso

ss: I hereby certify that this instrument was filed for record at my office at 11:15 o'clock a.M., May 24, 193 1940 and is duly recorded in Vol. 666 of Deed Records Page No. 600.

P. D. Lowery By Mrs. J. W. Morrow Fees, \$
County Recorder.

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 Herminio Ruiz and Guadalupe L. Ruiz, his wife that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Herminio Ruiz and Guadalupe L. Ruiz, his wife, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

L. R. Flock
Superintendent Bureau of Reclamation.
El Paso, Texas

Subscribed and sworn to before me at _____ this 3rd day of May, 1940, A. D. 1940
Geo. W. Hoadley
Notary Public in and for El Paso Co. Texas
My commission expires 6-1-41

[OFFICIAL SEAL]

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated May 3, 1940, between the United States of America and Herminio Ruiz and Guadalupe L. Ruiz, 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 6th day of May, 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 May 3, 1940 between the United States of America and Herminio Ruiz and Guadalupe L. Ruiz, 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, \$92.25, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 6th day of May, 1940.

L. R. Flock

Project Superintendent
Bureau of Reclamation

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

PLAT #1

Feature Riverside Intercepting Drain 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

Herminio Ruiz

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 # 40 Tract # 13
Containing 0.41 Acres more or less, under
(~~not under~~) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges

{	<u>0.41</u>	Acres	Cultivated	at \$ <u>225.00</u>	per acre	\$ <u>92.25</u>	
{	-----	Acres	-----	at \$ -----	per acre	\$ -----	
{	-----	Acres	-----	at \$ -----	per acre	\$ -----	
{	-----	Acres	-----	at \$ -----	per acre	\$ -----	
{	-----	Acres	-----	at \$ -----	per acre	\$ -----	\$ <u>92.25</u>

Class 2. Suspended

{	-----	Acres	at \$ -----	per acre	\$ -----	
{	-----	Acres	at \$ -----	per acre	\$ -----	
{	-----	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 \$ 92.25

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

George Huffman W. K. Ramsey Geo. W. Hoadley

appraisers

Approved: _____

TRANSFER CASE

TRANSFER CASE

TRANSFER CASE

STATEMENT AND CERTIFICATE
OF AWARD

No. 116r-1428
(Contract)
Date 5-8-, 1940

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. 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).

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 May 3, 1940
symbol and number 116r-1428; made by Herminio Ruiz, et ux, Guadalupe
amount involved, \$ 92.25; 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 May 6, 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.

[Signature]

Project Superintendent.

Inclosures:

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

Place El Paso, Texas Date June 6, 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.

[Signature]

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, was
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.