

BILLS, C. C. LAND PURCHASE CONTRACT HANSEN FEEDER

081

0023-~~0075~~⁸⁸-0004-03

RIO GRANDE

1941

22-(4) Texas

780

RIO GRANDE

THE STATE OF TEXAS, County of El Paso, ss. I, the undersigned, being a Justice of the Peace for and in and for the County of El Paso, do hereby certify that the following is a true and correct copy of the original of the same as the same appears from the records of the County of El Paso, Texas, to-wit:

THE STATE OF TEXAS, County of El Paso, ss. I, the undersigned, being a Justice of the Peace for and in and for the County of El Paso, do hereby certify that the following is a true and correct copy of the original of the same as the same appears from the records of the County of El Paso, Texas, to-wit:

more particularly described as follows: In the year 1880 and of record in the office of the County Clerk of said County and State of Texas, the County of El Paso, Texas, the following is a true and correct copy of the original of the same as the same appears from the records of the County of El Paso, Texas, to-wit:

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

THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

their 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 6th day of

November A. D. 19 41

Witnesses at Request of Grantor

Alfred A. Miller
John J. Reed



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
Clifford C. Bills and his wife, Elsie J. Bills

known to me to be the person.s whose name.s are subscribed to the foregoing instrument and
acknowledged to me that he.y executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this 6th day of November A. D. 19 41

Geo. W. Hoadley
GEO. W. HOADLEY, Notary Public
In and for El Paso Co., Texas
Com. Expires June 1st 1943

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS, }
County of El Paso. }
Before me Geo. W. Hoadley
a Notary Public }
in and for El Paso County, Texas, on this day personally appeared
Elsie J. Bills, wife of Clifford C. Bills

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
Elsie J. Bills 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.

6th day of November A. D. 19 41
Geo. W. Hoadley
GEO. W. HOADLEY, Notary Public
In and for El Paso Co., Texas
Com. Expires June 1st 1943

CLERK'S CERTIFICATE

THE STATE OF TEXAS, }
County of El Paso. }
I, P. D. Lowmy Clerk of the County Court
of said County, do hereby certify that the above instrument of writing, dated on the 6
day of 13 A. D. 19 41, with its certificate of authentication, was filed for record in my
office this 13 day of 13 A. D. 19 41, at 4:30 o'clock P. M.
and duly recorded the 17 day of 13 A. D. 19 41, at 9 o'clock A. M.
in the records of said County, in Volume 702 on Pages 40
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. Lowmy
Clerk County Court, El Paso County, Texas.
Geo. W. Hoadley
Notary Public
Deputy

24559

Clifford C. Bills et ux

Elsie J. " "

TO

The United States of

America,

Warranty Deed

FILED FOR RECORD

day of NOV 13 1941

AT 4:30 O'CLOCK P.M.

AND RECORDED

P. D. LOWMY, County Clerk

BY Deputy

CHACK

INDEXED

COMPARED

Vertical text on the left edge of the document.

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

Policy O. T. No 40248

0/15463

Amount \$ 302.20

Commercial Real Estate Insurance

The Surety Guaranty 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

successors and assigns

(herein styled insured), its 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 E. 1/2 of Sec. 6 Twp. 34 S. Range 8 East Bureau of Reclamation Survey; being also within survey 74 of the Island, San Elizario Grant and tract 14 Block 54 of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930 and of record in the office of the County Clerk of said County and of more particularly described as follows:

Beginning at the point of intersection of the West right of way line of the I-243 Lateral, which is the property of the United States, with the dividing line between tract 14 Block 54 and Tract 1 Block 55 of said official resurvey of the San Elizario Grant and from which point the most Southerly corner of said tract 14 bears South 37° 14' East 2613.9 ft; thence along the dividing line between said tract 14 Block 54 and tract 1, Blk. 55 of said official resurvey of the San Elizario Grant, N. 37° 14' West 6.9 ft; thence N. 9° 02' E. 360.3 ft; thence to the left along a curve of 537.96 ft. radius a distance on the arc of 377.9 ft; thence N. 31° 13' W. 1186.7 ft. to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial reclamation thereof; thence along the center line of the said former river bed N. 19° 43' E. 45.1 ft. and N. 33° 46' E. 71.7 ft. to a point from which the N.E. corner of tract 4, Blk. 42 of said official resurvey of the San Elizario Grant bears N. 56° 49' 40" E. 3267.8 ft; thence S. 31° 13' East at 38 ft. to the E. bank of said old river bed and at 84.7 ft. to an angle point; thence South no degrees 15' E. 58.3 ft; thence S. 31° 13' E. 1002.3 ft; thence N. 58° 47' E. 289.2 ft. to a point on the Westerly right of way line of the I-243 Lateral, and from which point the most Easterly corner of Tract 14 Blk. 54 of the said official resurvey of the San Elizario Grant bears S. 37° 51' 36" E. 3271.4 ft; thence along the Westerly right of way line of said I-243 Lateral, South 31° 02' West 128.8 ft; thence South 58° 47' West 175.2 ft; thence S. 31° 13' E. 48.5 ft; thence to the right along a curve of 607.96 ft. radius a distance, on the arc of 143.4 ft. to a point on the West right of way line of said I-243 Lateral and the tangent to the curve at said point has a bearing N. 17° 42' 10" West; thence along the West right of way line of said I-243 Lateral, South 9° 02' West 638.6 ft. to the point of beginning. Said tract of land containing 2.75 acres, more or less. All as shown on plat attached hereto and made a part hereof, all as shown on plat attached to that certain contract between Clifford O. Bills, and Elsie J. Bills, Grantor and Grantee, dated Feb. 15, 1941, recorded in Book 687, of the Deed Records of El Paso County, Texas, page 69,

JAN-642 72190

subject to: Taxes for the year 1941 and thereafter.
Water charges for the year 1941 and thereafter.

- I. Following items:
 2. Restrictive covenants affecting the property above described.
 3. Any discrepancies in area and boundaries which a correct survey would show.
 4. Rights of parties in possession.
 5. All construction charges due to the U.S.A.
 6. All matters emanating from contracts with El Paso Valley Water Users' Association.

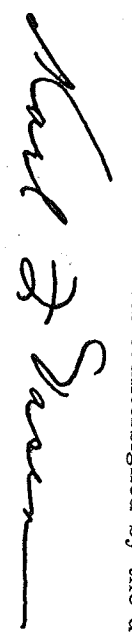
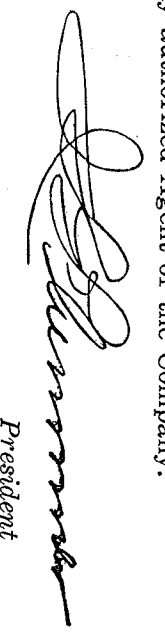
Said Company shall not be liable in a greater amount than actual monetary loss of insured,
and in no event shall said Company be liable for more than - - - - -
- - - - - THREE HUNDRED TWO AND 20/100 (\$302.20) - - - - - Dollars,

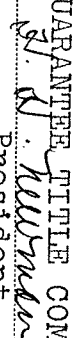
and shall, at its own cost, defend said insured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title hereby guaranteed, provided the party or parties entitled to such defense shall, within a reasonable time after the commencement of such suit 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.

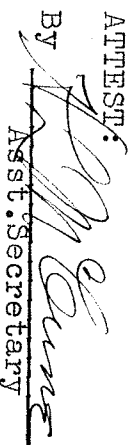
Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all rights of insured against all other parties.

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 13th day of November 19 41
PIONEER ABSTRACT & GUARANTEE TITLE COMPANY
By  Agent,
President

ATTEST:
By  Asst. Secretary

Commercial
Standard
Insurance Company

Fort Worth, Texas

OWNERS' POLICY

OF TITLE INSURANCE

To

The United States of
America,

PROPERTY

Being within survey 74
of the Island, San
Elizario Grant and tract
14, Block 54 of the
official resurvey of the
San Elizario Grant, El Paso
County, Texas, containing
2.75 acres, more or less,

RETURN TO
PIONEER ABSTRACT AND
GUARANTEE TITLE COMPANY
PHONE MAIN 838-9
EL PASO, TEXAS

TITLE INSURANCE

By **COMMERCIAL STANDARD INS. CO.**
ASSETS OVER \$4,000,000.00

TRANSFER CASE 430,-

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRAND

El Paso, Texas. Jan. 2, 1942.

M & P

Abstract Examined by G. A. O.

Date MAR 17 1943

From Superintendent

To The Commissioner, Washington, D. C.

Subject: Acquisition of Land - Transmittal of Papers -
Land purchased from Clifford C. and Elsie J. Bills -
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. 19-53039 dated Dec. 22, 1941, covering payment
for the acquisition of land from Clifford C. and Elsie J.
Bills for Riverside Canal Extension are enclosed herewith:

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
2 Tax Certificates

In duplicate -
Encls-

Policy of Title Insurance
Original Opinion of Title
Original Recorded Deed
2 Tax Certificates

cc- Denver with copy of Opinion of Title and deed

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2455-9

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

Clifford C. Bills and Elsie J. Bills, his wife

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

Three hundred two and 20/100 -- (\$302.20) --

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., 398), and acts amendatory thereof or supplemental thereto

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

THE UNITED STATES OF AMERICA, its successors and assigns

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 East half (E $\frac{1}{2}$) of Section six (6) Township thirty-four (34) South, Range eight (8) East Bureau of Reclamation Survey; being also within survey seventy-four (74) of the Island, San Elizario Grant and tract fourteen (14) Block fifty-four (54) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 15th 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 west right of way line of the I-243 lateral, which is the property of the United States, with the one (1) Block fifty-five (55) of said official resurvey of the San Elizario Grant and from which point the most southerly corner of said tract East two thousand six hundred thirteen and nine tenths (2613.9) feet; thence (54) and tract one (1), Block fifty-five (55) of said official resurvey of the San Elizario Grant, North thirty-seven degrees (37°) fourteen minutes (14') (14') West six and nine tenths (6.9) feet; thence North nine degrees (9°) two minutes (02') East three hundred sixty and three tenths (360.3) feet; thence to the left along a curve of five hundred thirty-seven and ninety-six hundredths (537.96) feet radius a distance of the arc of three hundred seventy-seven and nine tenths (377.9) feet; thence North thirty-one degrees (31°) thirteen minutes (13') West one hundred eighty-eight and seven hundredths (188.7) feet to the center of the artificial rectification thereof; along the center line of the said former river bed North nineteen degrees (19°) forty-three minutes (43') East forty-five and one tenth (45.1) feet and North thirty-three degrees (33°) forty-six minutes (46') East seventy-one and seven tenths (71.7) feet to a point from which the Northeast corner of tract four (4) Block forty-two (42) of said official resurvey of the San Elizario Grant bears North fifty-six degrees (56°) forty-nine minutes (49') forty seconds (40") East three thousand two hundred sixty-seven and eight tenths (3267.8) feet; thence South thirty-one degrees (31°) thirteen minutes (13') East at four and seven tenths (4.7) feet to a single point; thence South no degrees (0°) fifteen minutes (15') East fifty-eight and three tenths (58.3) feet; thence South thirty-one degrees (31°) thirteen minutes (13') East one thousand two and three tenths (1002.3) feet; thence North fifty-eight degrees (58°) forty-seven minutes (47') East two hundred eighty-nine and two tenths (289.2) feet to a point on the westerly right of way line of the I-243 lateral, and from which point the most easterly corner of Tract fourteen (14) Block fifty-four (54) of the said official resurvey of the San Elizario Grant bears South thirty-seven degrees (37°) fifty-one minutes (51') thirty-six seconds (36") East three thousand two hundred seventy-one and four tenths (3271.4) feet; thence along the westerly right of way line of said I-243 lateral, South thirty-one degrees (31°) two minutes (02') West one hundred twenty-eight and eight tenths (128.8) feet; thence South fifty-eight degrees (58°) forty-seven minutes (47') West one hundred seventy-five and two tenths (175.2) feet; thence South thirty-one degrees (31°) thirteen minutes (13') East forty-eight and five tenths (48.5) feet; thence to the right along a curve of six hundred seven and ninety-six hundredths (607.96) feet radius a distance on the arc of one hundred forty-three and four tenths (143.4) feet to a point on the west right of way line of said I-243 lateral and the tangent to the curve at said point has a bearing North seventeen degrees (17°) forty-two minutes (42') ten seconds (10") West; thence along the west right of way line of said I-243 lateral, South nine degrees (9°) two minutes (02') West six hundred thirty-eight and six tenths (638.6) feet hundredths (2.75) acres, more or less. All as shown on plat attached to that certain contract between Clifford C. Bills and Elsie J. Bills, Grantor, and grantee dated Feb. 13, 1941, and of record in Book 687 of Deed Records of El Paso County, Texas, Page No. 69.

Correct as to Engr. Date S.W.H.

C O P Y

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1
TAX STATEMENT

El Paso, Texas. Dec. 15, 1941

C. C. BILLS

Description of Real Estate

<u>Block No.</u>	<u>Tract No.</u>	<u>Grantor.</u>	<u>Acres Taxed</u>
54	14	San Elizario	49.00

Unpaid Taxes and Assessments

No charges have been levied for the year 1941 on 11.01 acres located northwest of Rodgers Lateral heretofore classified as seeped land. All charges on the total area have been paid to and including the year 1940.

Signed A. T. Garza

TAX CERTIFICATE

THIS IS TO CERTIFY THAT THERE ARE NO TAXES DUE THE STATE OF TEXAS OR THE COUNTY OF EL PASO UPON THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

2.75 Acres in Tract 14, Block 54, San Elizario Grant, El Paso County, Texas (.24 acres being in the Rio Grande - not assessed) being that tract of land sold the U.S.A.

C. C. Bills: Owner

EXCEPT THE FOLLOWING, TO-WIT:

FOR THE YEAR	\$ N O N E
FOR THE YEAR	\$ _____
FOR THE YEAR	\$ _____
FOR THE YEAR	\$ _____
FOR THE YEAR	\$ _____
FOR THE YEAR	\$ _____
FOR THE YEAR	\$ _____
FOR THE YEAR	\$ _____
FOR THE YEAR	\$ _____
FOR THE YEAR	\$ _____

WITNESS MY HAND AND OFFICIAL SEAL AT EL PASO, TEXAS, THIS 15th
DAY OF December 19 41.

HERMAN ROSCH

ASSESSOR AND COLLECTOR OF TAXES OF THE
COUNTY OF EL PASO, TEXAS.

BY W. N. Gregory DEPUTY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
738 Amarillo Building
Amarillo, Texas

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
DEC - 8 1941			

December 6, 1941

From District Counsel

To Superintendent, El Paso, Texas

Subject: Acquisition of Land - Opinion of Title to land described in contract No. 116r-1556 dated February 13, 1941 with Clifford C. Bills et ux; area 2.75 acres; consideration \$302.20, for Riverside Canal Extension - Rio Grande project.

1. I have examined Policy of Title Insurance No. O. T. No. 40248 C/15463 issued by the Commercial Standard Insurance Company, Fort Worth, Texas, Countersigned at El Paso, Texas - Pioneer Abstract & Guarantee Title Company by H. H. Newman, President, Attest by H. L. McCune, Asst. Secretary, the 13th day of November, 1941, and from said examination, I am of the opinion that the fee-simple title to said property is vested in the United States of America.

2. The Policy of Title Insurance is issued subject to:

- (a) Taxes for the year 1941 and thereafter.
- (b) Water charges for the year 1941 and thereafter.
- (c) Restrictive covenants affecting the property above described.
- (d) Any discrepancies in area and boundaries which a correct survey would show.
- (e) Rights of parties in possession.
- (f) All construction charges due to the United States of America.
- (g) All matters emanating from contracts with El Paso Valley Water Users' Association.

3. The following suggestions are made relative to the above exceptions:

- (a) Texas law provides that (Art. 7151) all property is listed for taxation with reference to the quantity owned on the

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first day of January, and may be construed to mean that the lien of taxes attached as of the first day of January of the year for which the levy is made. Therefore, and in accordance with advice contained in our letter to you dated September 16, 1941, subject: Tax liens on property - United States v. State of Alabama, particularly paragraph 2(c) thereof, you should withhold a sum sufficient to insure payment of 1941 taxes, in accordance with Article 7 of the Land Purchase Contract.

(b) Proper deductions should be made from the amount due under subject contract to release the land from any water charges constituting a lien upon said land.

(c) This restriction may be disregarded.

(d) It is presumed your office has taken the necessary precautions to obviate loss due to discrepancies in area and boundaries which a correct survey would show, in the event of which, no additional action is necessary.

(e) The certificate dated April 2, 1941, and the Form 7-281, 'Report of Land covered by Purchase Contract', both executed by Geo. W. Hoadley and attached to the Land Purchase Contract, indicate an inspection of the land which disclosed that no persons claiming a right in such land adverse to those of the grantors, were in possession of any part of it, therefore this exception may be disregarded.

(f) Construction charges, if any, due the United States should be deducted to the extent they constitute a lien on subject lands.

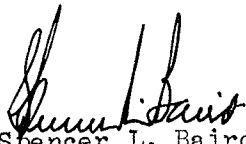
(g) Any obligations due the El Paso Valley Water Users Association constituting a lien on subject property should be paid and the amounts thereof deducted from payments due under subject contract.

4. Subject to these comments and recommendations, payment to Clifford C. Bills and Elsie J. Bills, his wife, of the net amount due under the contract, is approved. The Policy of Title Insurance and the executed Warranty Deed are returned herewith.

- - -

Quadruplicate

Encls: Title Policy 40248
Warranty Deed


Spencer L. Baird

B. L.

El Paso, Texas. November 25, 1941.

From Superintendent
To District Counsel, Amarillo, Texas
Subject - Land Purchase Contract - Clifford C. Bills
and Elsie J. Bills - Riverside Canal Extension-
Rio Grande Project.

1. For your consideration and approval there
are transmitted herewith the following:

Policy of Title Insurance
Original Recorded Deed
Copy of Contract

in connection with land purchased from Clifford C. Bills
and Elsie J. Bills, Contract 116r-1556 dated Feb. 13, 1941
to be used for Riverside Canal Extension, Rio Grande Project,
and which should enable you to complete your final opinion.

L. R. Flock

Encls-

Policy of Title Insurance
Original Recorded Deed
Copy of Contract

U S BUREAU OF RECLAMATION		
EL PASO, TEXAS		
RECEIVED		
MAY 15 1941		

210 United States Court House
El Paso, Texas

H. J. S. Devries

May 15, 1941

Mr. Clifford C. Bills,
Fabens, Texas.

Dear Mr. Bills:

Reference is made to land purchase contract dated February 13, 1941, executed by you and Mrs. Bills, providing for the sale by you to the United States of 2.75 acres of land, more or less, situated in the $E\frac{1}{2}$ of Section 6, T. 34 S., R. 8 E., Bureau of Reclamation Survey, being also within tract 14, Block 54 of the San Elizario Grant.

There is enclosed herewith a preliminary title opinion dated May 14, 1941, received from the Pioneer Abstract & Guarantee Title Company, El Paso, Texas. In it are described a number of liens which the records show to be outstanding as to which it will be necessary to secure releases in so far as they apply to the property to be conveyed, after which the releases should be placed of record. When this has been done please advise me and I will then send you a warranty deed form for execution by you and Mrs. Bills.

Very truly yours,

H. J. S. Devries,
District Counsel.

Encl.

cc - Supt., El Paso

COPY.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

Suite 200 First National Bank Building

El Paso, Texas

May 14, 1941.

Bureau of Reclamation
210 United States Court House
El Paso, Texas

Att: H. J. S. Devries,
In re: 15463

Gentlemen:

From an examination of the Public Records of El Paso County, Texas,
it reveals that the title to:

2.75 acres of land lying and being situated in Tract 14,
Block 54, according to the resurvey of San Elizario
Grant, in El Paso County, Texas, and more fully described
in a contract dated February 13th, 1941, between the
United States of America and Clifford C. Bills and wife,
Elsie J. Bills, of record in Book 687, Page 69 of the
Deed Records of El Paso County, Texas

is now vested in CLIFFORD C. BILLS, subject to the following:

1. State and County taxes for the year 1941 and thereafter.
2. Water charges for the year 1941 and thereafter.
3. All construction charges due the U. S. A.
4. All matters emanating from contracts with El Paso Valley Water Users' Association.
5. Rights of any parties in possession, and correct boundaries which a survey would show.
6. The contract hereinabove mentioned with the United States of America.
7. A Deed of Trust dated February 6th, 1928, filed for record March 17, 1928, and of record in Book 198, Page 193, from H.J. Harman and wife, to M.H. Gossett, Trustee for the Federal Land Bank to secure the payment of one note in the principal amount of \$2500.00, bearing interest at the rate of 5% per annum, and payable in 40 semi-annually payments. This indebtedness is an extension of a vendor's lien reserved in the Deed from the First National Bank of Fabens to H. J.

5/12/41

Harman, and transferred by the First National Bank of Fabens to the Federal Land Bank, the said deed being dated November 1, 1927, of record in Book 485, Page 177, and the said transfer being dated March 10th, 1928, and of record in Book 494, Page 222.

8th: A Deed of Trust from Frank R. Bills and wife, Estelle E. Bills to A. C. Williams, Trustee for the Land Bank Commissioner, dated February 23rd, 1934, and of record in Book 250, Page 358, to secure the payment of one note in the principal amount of \$1,500.00, bearing interest at the rate of 5 per cent per annum, and, payable in accordance with the terms of said note. This note is a renewal and extension of a \$1,500.00, vendor's lien note reserved in the Deed from Richard E. Crawford to Frank E. Bills and wife, Estelle, in the principal amount of \$1,500.00, which Deed is of record in Book 587, Page 227 of the Deed Records of El Paso County. The transfer of the vendor's lien note from Richard E. Crawford to the Land Bank Commissioner is of record in Book 585, Page 466.

9th: Five vendor's lien notes reserved in the Deed from Estelle E. Bills, a feme sole, to Frank R. Bills, dated January 17th, 1933, and of record in Book 631, Page 405, notes Nos. 1 to 4 being in the principal amount of \$300.00 each, and note No. 5 being in the principal amount of \$179.00, the said notes being due respectively, one, two, three, four and five years from date. By transfer dated April 13th, 1938, of record in Book 634, Page 471, Estelle E. Cox, formerly Estelle E. Bills, joined by her husband, G. A. Cox, transferred the first two notes above mentioned, in the principal amount of \$300.00 each, to R. J. Channell.

10th: Four vendor's lien notes reserved in the Deed from Frank R. Bills, to Clifford C. Bills, dated February 1st, 1933, and of record in Book 631, Page 485, note No. 1 being in the principal amount of \$500.00, notes Nos. 2 and 3 being in the principal amount of \$1000.00 each, and note No. 4 in the principal amount of \$164.13, the said notes bearing interest at the rate of 6 per cent per annum, payable semi-annually, and due respectively, one, two, three, and four years from date.

Very truly yours,

By (Sgd.) H. L. McCune
H. L. McCune, Attorney
J

HLM:ng

TRANSFER CASE

ADDRESS ALL COMMUNICATIONS TO
THE COMMISSIONER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WASHINGTON

430, —
RIO GRANDE

CHIEF COUNSEL

WJR

OFFICE OF THE COMMISSIONER

MAR 25 1941

The Secretary

of the Interior.

Sir:

WJR

Under date of January 10, 1941, the Assistant Secretary approved an appraised valuation of \$302.20 covering 3.50 acres of land owned by Mr. C. C. Bills for right of way required for the Riverside Canal Extension, Hansen Feeder Canal, and Riverside Intercepting Drain outlet, Rio Grande Project, New Mexico-Texas.

The land for the right of way as appraised, included the area up to the river bank, involving a long, very narrow strip, which it was thought would be of little or no value to the property owner, as it would be severed from the main body of his land by the proposed construction. In negotiations for the right of way Mr. Bills has insisted upon retaining title to the area between the river bank and the right of way required for the canal construction. He would not, however, agree to any reduction in the purchase price.

Confining the area to be purchased to normal right of way width, on which the feeder canal can be constructed and maintained, reduces it from 3.5 acres to 2.75 acres, a difference of 0.75 of an acre.

Mr. Bills has signed a standard form of land purchase contract, which is enclosed, whereby he agrees to sell the required 2.75 acres of land for the sum of \$302.20. In an effort to avoid further delay and the expense, which would be attendant upon the institution of condemnation proceedings for the acquisition of the required right of way, it is believed that the proposed contract, as signed by Mr. Bills, should be executed.

I recommend that you approve the enclosed contract and that the Bureau's project Superintendent be authorized to execute it for and on behalf of the United States.

Respectfully,

John C. Page
Commissioner.

Enclosure 2555843

Approved: MAR 27 1941

Am Wirt
Under Secretary.

MAR 28 '41 47623

Copies-C. E. Denver
D. C. El Paso
Supt. El Paso
3-28-41

TRANSFER CASE
430
RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas

March 11, 1941

CHIEF COUNSEL

E. J. Robinson

From Superintendent

To The Commissioner (Through Chief Engineer, Denver, Colorado)

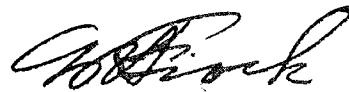
Subject: Additional construction work in El Paso County Water Improvement District No. 1 - Right of Way - Riverside Canal Extension - Rio Grande Project.

1. With our office letter of November 16, 1940 we submitted report of a Board of Appraisers on the reappraisal of three tracts of land required for right of way for the Hansen Feeder Canal and the Riverside Canal Extension. One of these was for right of way across and through property owned by C. C. Bills. These appraisals were approved by the Assistant Secretary under date of January 10, 1941 on the Commissioner's letter to the Secretary of January 8, 1941.

2. Right of way across the C. C. Bills' property was required for the Hansen Feeder Canal designated as Plat No. 2, involving 3.5 acres and improvements appraised at \$302.20. The land for the right of way as appraised included the area up to the river bank, involving a long, very narrow strip, which it is considered would have little or no value remaining to the property owner, being severed from the main body of his holding by the proposed construction. In negotiating for the right of way, the property owner insists upon retaining title to the area along the river bank outside of the right of way normally required for the canal construction for whatever future value, if any, it may have to him. He would not, however, agree to any reduction in consideration and stated that those were the only conditions upon which he would agree, that otherwise right of way could be obtained only through condemnation proceedings. Negotiations have been in progress with this property owner for more than a year without being able to reach any satisfactory conclusion. The point has been reached where right of way must be obtained promptly to permit construction to proceed without delay, which would involve unnecessary expense in the construction and inconvenience in further delay of irrigation service dependent upon the completion of the improvements.

MAR 17 '41 46736

3. Confining the area to normal right of way width on which the feeder canal can be constructed and maintained reduces it to 2.75 acres. The land owner has signed a standard form of land purchase contract with the understanding that its execution on behalf of the United States is contingent upon its approval by the Secretary, providing for the payment of \$302.20 and conveying the necessary 2.75 acres. To avoid further delay and the expense, which would be attendant upon the institution of condemnation proceedings for the acquisition of the right of way, and considering that the .75 acre difference in the area, which will constitute the long, narrow strip between the proposed canal and the river bank has been reduced to little or doubtful value to the property owner, but that it is not necessary for the construction of the canal, it is recommended that the proposed contract as signed by the land owner, copy of which is transmitted herewith, be approved and the Superintendent authorized to execute same on behalf of the United States.



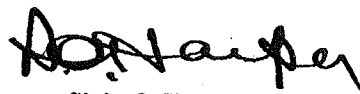
In Triplicate with Copy of
Proposed Contract in Trip.

cc-Chief Engineer -With copy of
proposed contract.
-District Counsel - With encl.

Denver, Colo., March 14, 1941.

Forwarded to Comr., Washington, D. C., with concurrence in the superintendent's recommendation for approval and authority.

In dup; cc Supt., El Paso, Tex.



Chief Engineer.

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

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

of Babers described in contracts 2 and 3 are collected and preserved in the
case of contracts described in the above-mentioned contracts in the
contracts described in the above-mentioned contracts in the
contracts described in the above-mentioned contracts in the

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated 2-13-1941

symbol and number 116r-1556; made by Clifford C. and Elsie J. Bills

amount involved, \$ 302.20; authority No. of clearing account

purpose Riverside Canal Extension

Reference: Approved by Under Secretary, A. J. Wirtz, March 27, 1941

See Commissioner's letter of March 25, 1941

(c) Notice of execution of contract to be given Chief Engineer at Denver, Superintendent

at El Paso, Texas, District Counsel at El Paso, Texas

and

(p) If bond is required in connection with a contract under application

Place El Paso, Texas Date April 2, 1941

(c) 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: 3 COPIES OF CONTRACT AND BOND, 2 COPIES OF THE CONTRACT AND BOND

Original and 3 copies of this form

Original and 4 copies of contract

(a) Original for Commissioner (b) copy for Denver office (c) one additional copy for

Place El Paso, Texas Date 4/2/41

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: 2 COPIES OF CONTRACT AND BOND, 2 COPIES OF THE CONTRACT AND BOND

Original and 2 copies of this form

Original and 4 copies of contract

(a) Original for Commissioner (b) copy for Denver office (c) one additional copy for

Place Denver, Colorado Date

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

approved by this office

Chief Engineer

Inclosures: 3 COPIES OF CONTRACT AND BOND, 2 COPIES OF THE CONTRACT AND BOND

Original and 3 copies of this form

Original and 4 copies of contract

(a) Original for Commissioner (b) copy for Denver office (c) one additional copy for

Place Washington, D. C. 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: 2 COPIES OF CONTRACT AND BOND, 2 COPIES OF THE CONTRACT AND BOND

Original and 2 copies of this form

Original and 4 copies of contract

(a) Original for Commissioner (b) copy for Denver office (c) one additional copy for

Place Washington, D. C. Date

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

approved by

Commissioner

**STATEMENT AND CERTIFICATE
OF AWARD**

No. 116R-1558
(Contract)
Date 8-13-, 19 41

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. _____ 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).

Hansen Feeder No. 2

A tract of land lying and situate in El Paso County, Texas and in the East half (E $\frac{1}{2}$) of Section six (6) Township thirty-four (34) South, Range eight (8) East Bureau of Reclamation Survey; being also within survey seventy-four (74) of the Island, San Elizario Grant and tract fourteen (14) Block fifty-four (54) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930 and of record in the office of the County Clerk of said County and State; more particularly described as follows:

Beginning at the point of intersection of the west right of way line of the I-243 Lateral, which is the property of the United States, with the dividing line between tract fourteen (14) Block fifty-four (54) and Tract one (1) Block fifty-five (55) of said official resurvey of the San Elizario Grant and from which point the most southerly corner of said tract fourteen (14) bears South thirty-seven degrees (37°) fourteen minutes (14') East two thousand six hundred thirteen and nine tenths (2613.9) feet; thence along the dividing line between said Tract fourteen (14) Block fifty-four (54) and tract one (1), Block fifty-five (55) of said official resurvey of the San Elizario Grant, North thirty-seven degrees (37°) fourteen minutes (14') West six and nine tenths (6.9) feet; thence North nine degrees (9°) two minutes (02') East three hundred sixty and three tenths (360.3) feet; thence to the left along a curve of five hundred thirty-seven and ninety-six hundredths (537.96) feet radius a distance on the arc of three hundred seventy-seven and nine tenths (377.9) feet; thence North thirty-one degrees (31°) thirteen minutes (13') West one thousand one hundred eighty-six and seven tenths (1186.7) feet to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of the said former river bed North nineteen degrees (19°) forty-three minutes (43') East forty-five and one tenth (45.1) feet and North thirty-three degrees (33°) forty-six minutes (46') East seventy-one and seven tenths (71.7) feet to a point from which the Northeast corner of tract four (4) Block forty-two (42) of said official resurvey of the San Elizario Grant bears North fifty-six degrees (56°) forty-nine minutes (49') forty seconds (40") East three thousand two hundred sixty-seven and eight tenths (3267.8) feet; thence South thirty-one degrees (31°) thirteen minutes (13') East at thirty-eight (38) feet to the east bank of said old river bed and at eighty-four and seven tenths (84.7) feet to an angle point; thence South no degrees (0°) fifteen minutes (15') East fifty-eight and three tenths (58.3) feet; thence South thirty-one degrees (31°) thirteen minutes (13') East one thousand two and three tenths (1002.3) feet; thence North fifty-eight degrees (58°) forty-seven minutes (47') East two hundred eighty-nine and two tenths (289.2) feet to a point on the westerly right of way line of the I-243 Lateral, and from which point the most easterly corner of Tract fourteen (14) Block fifty-four (54) of the said official resurvey of the San Elizario Grant bears South thirty-seven degrees (37°) fifty-one minutes (51') thirty-six seconds (36") East three thousand two hundred seventy-one and four tenths (3271.4) feet; thence along the westerly right of way line of said I-243 Lateral, South thirty-one degrees (31°) two minutes (02') West one hundred twenty-eight and eight tenths (128.8) feet; thence South fifty-eight degrees (58°) forty-seven minutes (47') West one hundred seventy-five and two tenths (175.2) feet; thence South thirty-one degrees (31°) thirteen minutes (13') East forty-eight and five tenths (48.5) feet; thence to the right along a curve of six hundred seven and ninety-six hundredths (607.96) feet radius a distance

Correct as to Engr. Data R.D.B.

on the arc of one hundred forty-three and four tenths (143.4) feet to a point on the west right of way line of said I-243 Lateral and the tangent to the curve at said point has a bearing North seventeen degrees (17°) forty-two minutes (42') ten seconds (10") West; thence along the west right of way line of said I-243 Lateral, South nine degrees (9°) two minutes (02') West six hundred thirty-eight and six tenths (638.6) feet to the point of beginning. Said tract of land containing two and seventy-five hundredths (2.75) acres, 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 13th day of Feb. 1941, 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

~~the undersigned authorized, and subject to the approval of the proper supervisory officer thereof,~~ Superintendent, Bureau of Reclamation,
and Clifford C. Bills

and Elsie J. Bills, 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

their ^(Homestead, community, separate) property, situated in the County of El Paso State of Texas

, to wit:

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated **2/13/41**; made by **Clifford C. Bills, et ux, Elsie J.** involving purchase of **2.75** acres of land, for \$ **302.20**; purpose **Riverside Canal Extension, Hansen Feeder Canal and Riverside Intercepting Drain Outlet**

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

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

No public lands in Texas

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

No

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

2.75 acres cleaned, grubbed and plowed

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:

No Crops

CERTIFICATE OF POSSESSION

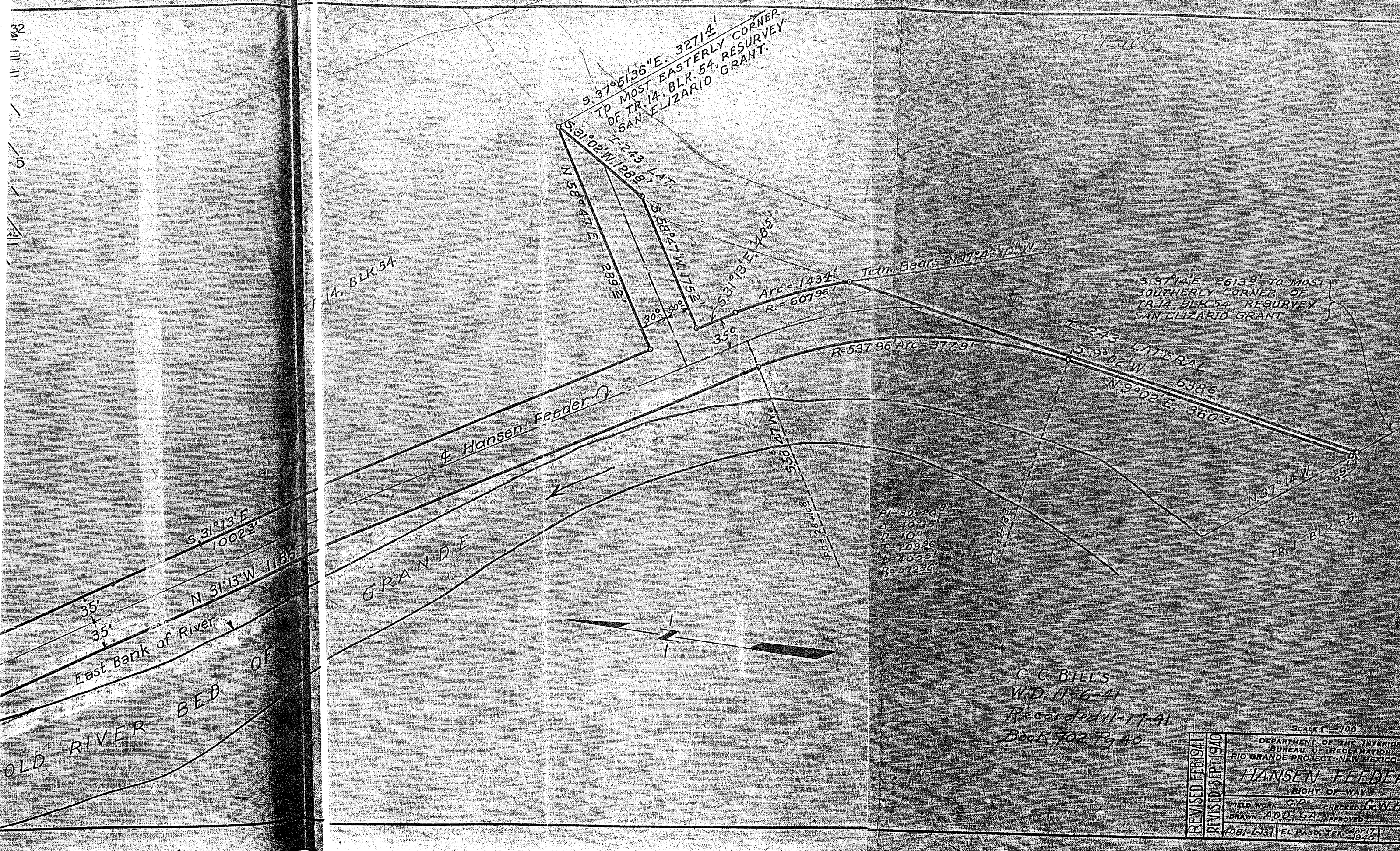
I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated February 13, 1941 between the United States of America and Clifford C. Bills and Elsie J. Bills, his wife, and that the proposed grantors are in actual, sole and exclusive possession of land proposed 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 2nd day of April, 1941.

Geo. W. Hoadley

Right of Way agent

112
5
112



C. C. BILLS
 W.D. 11-6-41
 Recorded 11-17-41
 Book 702 Pg 40

SCALE 1" = 100'

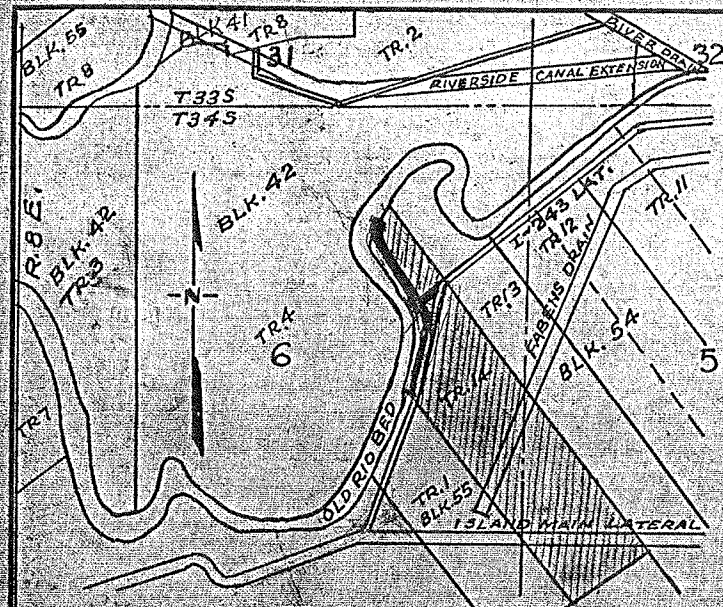
DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT - NEW MEXICO

HANSEN FEEDER
 RIGHT OF WAY

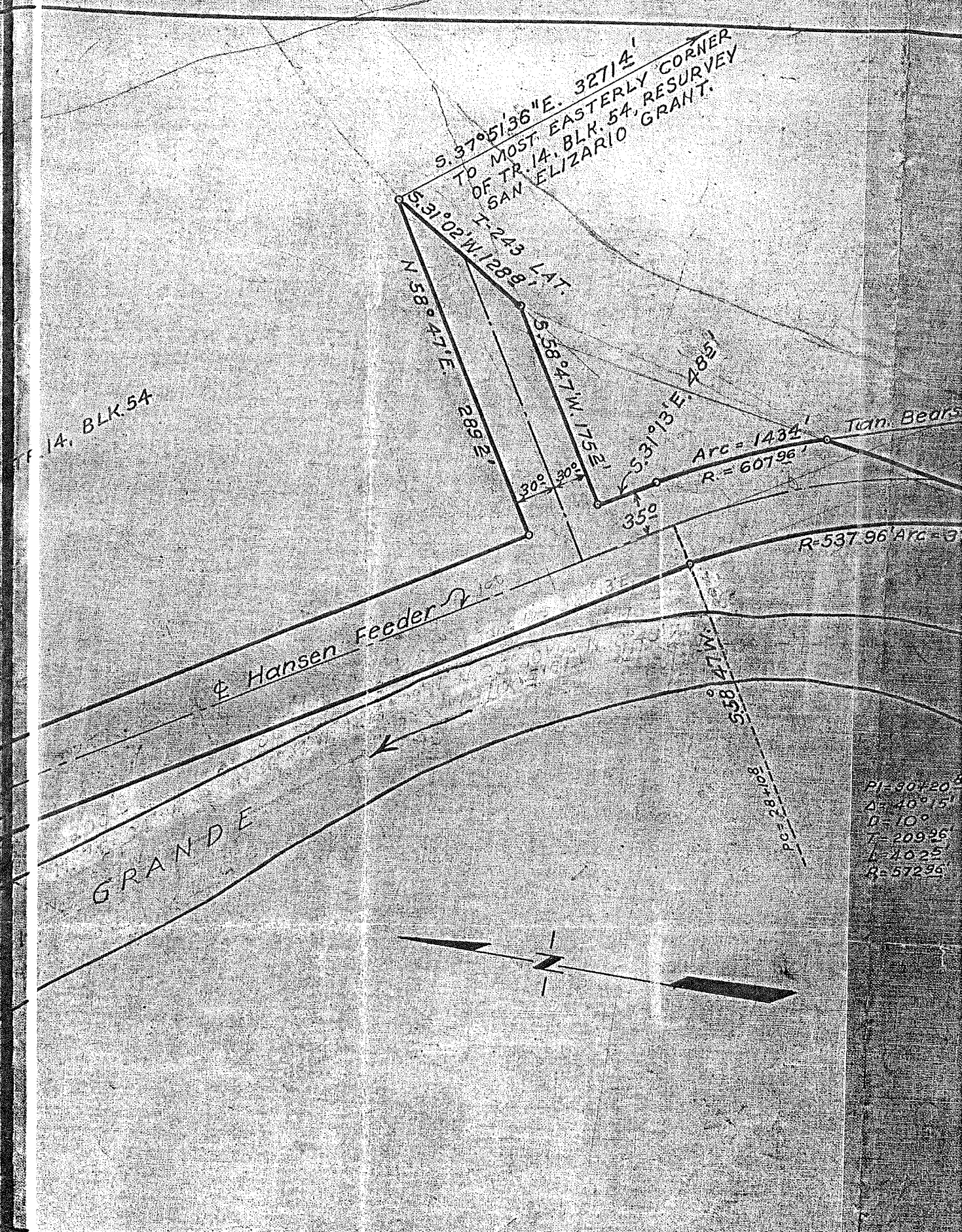
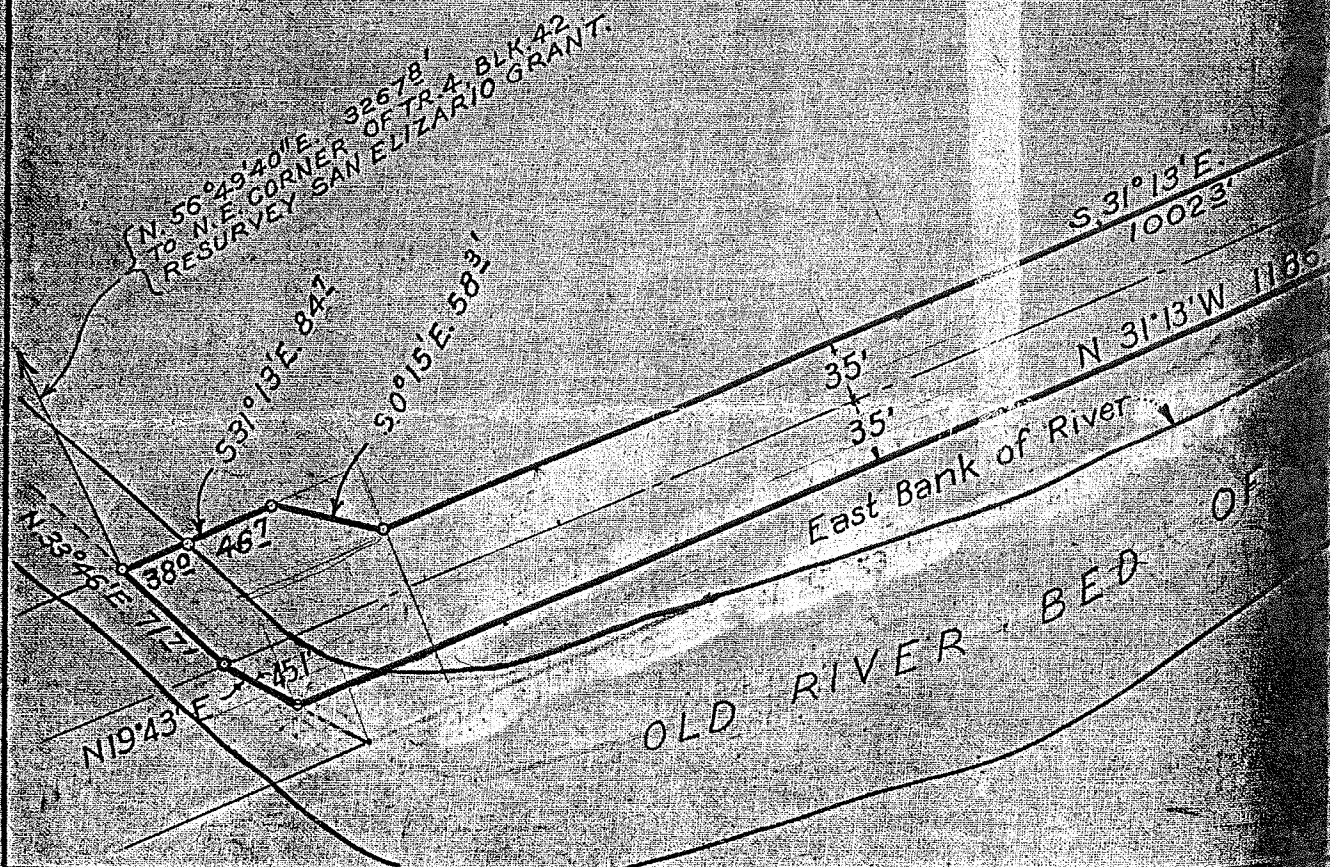
FIELD WORK - C.P. CHECKED - C.W.H.
 DRAWN - A.O.D. - GA. APPROVED

REVISED FEB 1941
 REVISED SEPT 1940

4081-L-131 EL PASO, TEX. 1946



Location Plat
 Section 6, T345 R8E, U.S.R.S.
 Tract 14, Block 54
 Resurvey, San Elizario Grant
 El Paso Co., Texas
 Total R. of W. 2.75 Ac.



PI = 30720.8
 Δ = 40°15'
 D = 10°
 T = 20926
 L = 1025
 R = 57295