

BILLS, C. C. LAND PURCHASE CONTRACT

081

HANSEN FEEDER

0023-00~~26~~²⁸-0004-00

RIO GRANDE

1941

22-(4) Texas

780

RIO GRANDE

24559

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

the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do

grant, Sell and Convey unto the said

THE UNITED STATES OF AMERICA, its successors and assigns

~~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 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 ~~was~~ ~~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

Correct as to Engr. Data S. W. A.

HAVE AND TO HOLD the above described premises

day of

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 C.D.D.

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.

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

Before me Geo. W. Hoadley

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

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

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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. 1941

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

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

Before me Geo. W. Hoadley

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

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.

Given under my hand and seal of office this 6th day of November A. D. 1941

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. Lowry Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 6 day of Nov A. D. 1941, with its certificate of authentication, was filed for record in my office this 13 day of Nov, A. D. 1941, at 4:30 o'clock P. M. and duly recorded the 17 day of Nov, A. D. 1941, 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. Lowry
Clerk County Court, El Paso County, Texas.
By: Mrs. J. W. Morrow Deputy.

INDEXED

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

AND RECORDED

at 9 o'clock and minutes M.

Nov 17, 1941

Clerk,

County Court El Paso County, Texas.

P. D. LOWRY, County Clerk

BY Mrs. J. W. Morrow DEPUTY

111644

702/40

COMPARED

THE STATE OF TEXAS
COUNTY OF EL PASO

Al
M
G

have

follows,

... and flow upon point the most easterly corner of tract 1-342
 (388° 3) feet to a point on the meander line of way line of the I-342
 forty-seven minutes (74.) East two hundred eighty-nine and two tenths
 and minutes (1008° 2) feet: thence north fifty-eight degrees (280)
 (60) fifteen minutes (12.) East fifty-eight and three tenths (28° 3) feet:
 north and seven tenths (87° 2) feet to an angle point: thence south no degrees
 fifty-eight (28) feet to the east bank of said old river bed and at eighty-
 feet: thence south fifty-one degrees (310) fifteen minutes (12.) East at
 (40°) East three thousand two hundred sixty-seven and eight tenths (3267° 8)
 north fifty-six degrees (280) forty-nine minutes (48.) forty seconds
 Block forty-two (42) of said territory of the San Elizario Grant
 tenths (27° 2) feet to a point from which the westerly corner of tract 1-342 (1)
 fifty-three degrees (230) forty-six minutes (46.) East seventy-one and seven
 forty-three minutes (43.) East forty-five and one tenth (45° 1) feet and north
 along the center line of the said lower river bed north nineteen degrees (190)
 change as the same existed prior to the official registration thereof: thence
 (1788° 2) feet to the center of said river bed and at one hundred
 fifteen minutes (12.) East one thousand one hundred eighty-six and seven tenths
 seven and nine tenths (217° 8) feet: thence north fifty-one degrees (210)
 minutes (210) feet: thence south and a distance on the arc of three hundred seventy-
 minutes (231° 30) feet: thence north and a distance on the arc of three hundred
 minutes (231° 30) feet: thence north and a distance on the arc of three hundred
 two minutes (231.) East three hundred sixty and nine tenths (360° 2) feet:
 (12) East six and nine tenths (6° 3) feet: thence north nine degrees (90)
 the San Elizario Grant north and a distance on the arc of three hundred
 (24) and tract one (1) Block fifty-five (25) of said official register of
 along the dividing line between said tract 1-342 (1) Block fifty-five (25)
 East two thousand six hundred fifteen and nine tenths (2615° 9) feet: thence
 north (14) feet south fifty-eight degrees (230) fifteen minutes (12.)
 Elizario Grant and flow upon point the most southerly corner of said tract
 one (1) Block fifty-five (25) of said official register of the San
 dividing line between tract 1-342 (1) Block fifty-five (25) and tract
 follows, to wit: I-342 (1) which is the property of the United States, with the
 beginning at the point of intersection of the west right of way line of

more particularly described as follows: in El Paso County, State of Texas:
 1880 and of record in the office of the County Clerk of said County and State:
 in the Commission's, County of El Paso, Texas, the 19th day of January
 1881 (24) of the official register of the San Elizario Grant as described

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

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

Edifford B. Bills
Eliza J. Bills



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

Policy O. T. N^o 40248
C/15463

Amount \$ 302.20

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 - - - - -
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 Elizaro Grant and tract 14 Block 54 of the official resurvey of the San Elizaro 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 14 Block 54 and Tract 1 Block 55 of said official resurvey of the San Elizaro 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 Elizaro 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 rectification 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 Elizaro 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. 1002.2 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 Elizaro 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. 18.5 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 C. 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,

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subject to: Taxes for the year 1941 and thereafter.

Water charges for the year 1941 and thereafter.

1. Following liens:

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.

Karl Z. Vasey

Secretary

J. D. Newman

President

Countersigned at El Paso, Texas, this 13th day of November 19 41

PIONEER ABSTRACT & GUARANTEE TITLE COMPANY

By *J. D. Newman* Agent.
President

ATTEST:

By *A. M. Cune*
Asst. Secretary

Commercial Standard Insurance Company

Fort Worth, Texas

OWNER'S 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,-

RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas. Jan. 2, 1942.

M & F

Abstract Examined by G. A. G.
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

W. B. Brock

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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. H. 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			
	NOTE	REPLY	INIT.
CH. CHIEF			
OF ENG.			
IN PRO.			
<i>M. H. Bradley</i>			

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.

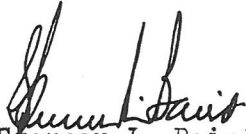
(g) Any obligations due the El Paso Valley Water Users Association constituting a lien on subject property should be paid and the amounts thereof deducted from payments due under subject contract.

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-1 h

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-1856 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. Fieck

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

M. J. 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 $\frac{E}{2}$ 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, 1938, 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, 1938, 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

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

Ag. Wick
Under Secretary.

MAR 28 '41 47623

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

TRANSFER CASE
430

UNITED STATES
DEPARTMENT OF THE INTERIOR
RIO GRANDE

BUREAU OF RECLAMATION

CHIEF COUNSEL

El Paso, Texas

March 11, 1941

E. J. R. R. R.
R. J. R. R. R.

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.



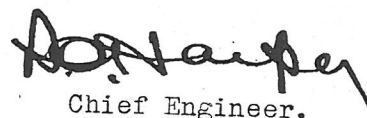
In Triplicate with Copy of
Proposed Contract in Trip.

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.

STATEMENT AND CERTIFICATE
OF AWARD

No. 116r-1856
(Contract)
Date 2-15-, 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 E 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
Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 13th day of Feb. 1941,
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, duly authorized, and subject to the approval of the proper supervisory officer thereof,~~
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* property, situated in the County of El Paso
(Homestead, community, separate)
State of Texas, to wit:

* 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

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

~~thereunto duly 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 property, situated in the County of El Paso
(Homestead, community, separate)
State of Texas, to wit:

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

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

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

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

Three hundred two and 20/100 - - -

dollars

(\$ 302.20), 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 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until ; 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 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.

THE UNITED STATES OF AMERICA,

Witnesses:

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

P. O. Address _____

Clifford C. Bills

Vendor.

P. O. Address _____

Welsie J. Bills

Vendor.

P. O. Address _____

Vendor.

P. O. Address _____

Fabens, Texas

Approved: _____

(Date) _____, 193

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF El Paso } ss:

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

(a) I, C. W. Prentiss, a Notary

in and for said county, in the State aforesaid, do hereby certify that Clifford C. Bills

who is personally known to me to be the person whose name 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 Elsie J. Bills 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 13 day of February 1941

C. W. Prentiss

(SEAL)

[SEAL]

My commission expires May 31, 1941 Notary Public in and for El Paso, County, Tex

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 3:10 o'clock P.M., April 193 1941 and is duly recorded in Vol. 687 of Deed Records Page No. 69

P.D. Loury

County Recorder

By Mrs J W Morrow Deputy

Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF }
COUNTY OF } ss:

(Execute only on Returns Office copy)

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

Bureau of Reclamation.

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

[OFFICIAL SEAL]

My commission expires

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, Hanson 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 cleared, 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:

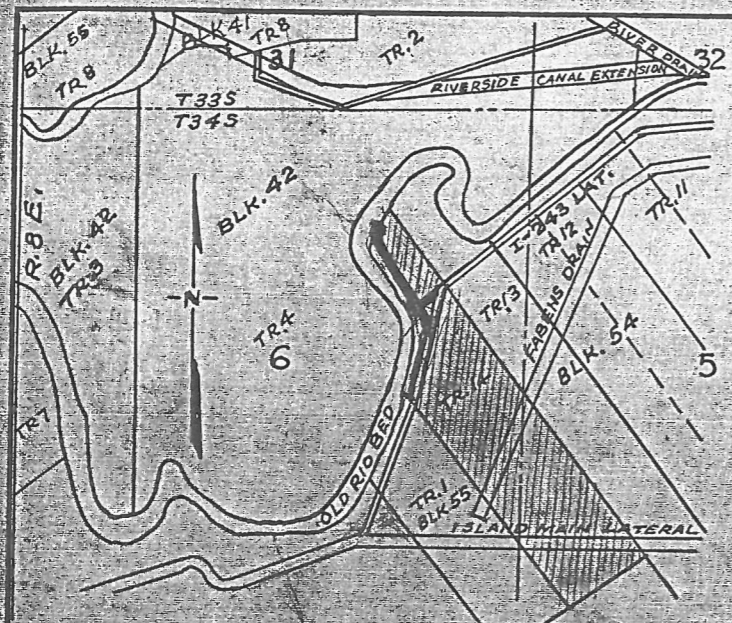
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No Crops

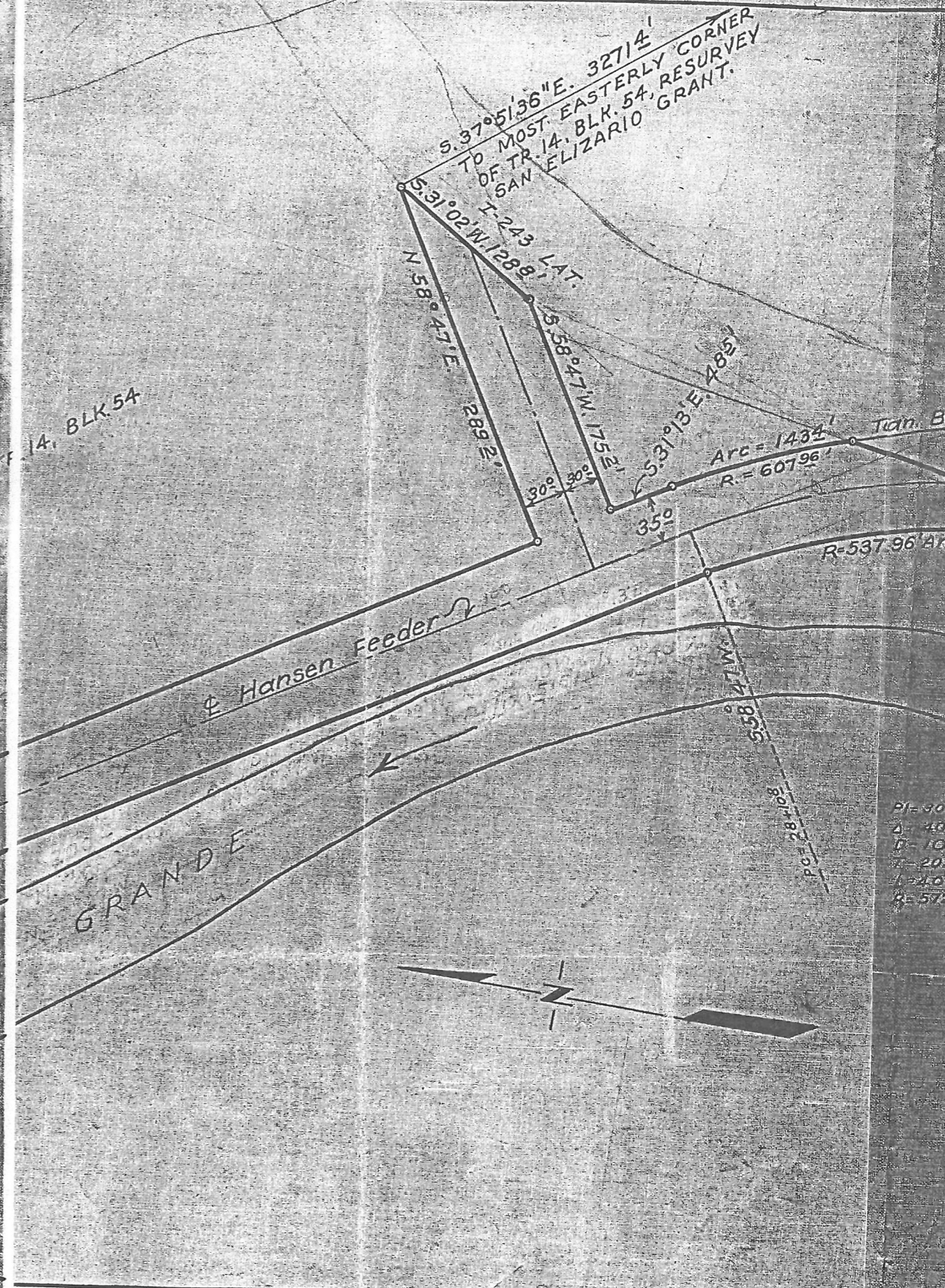
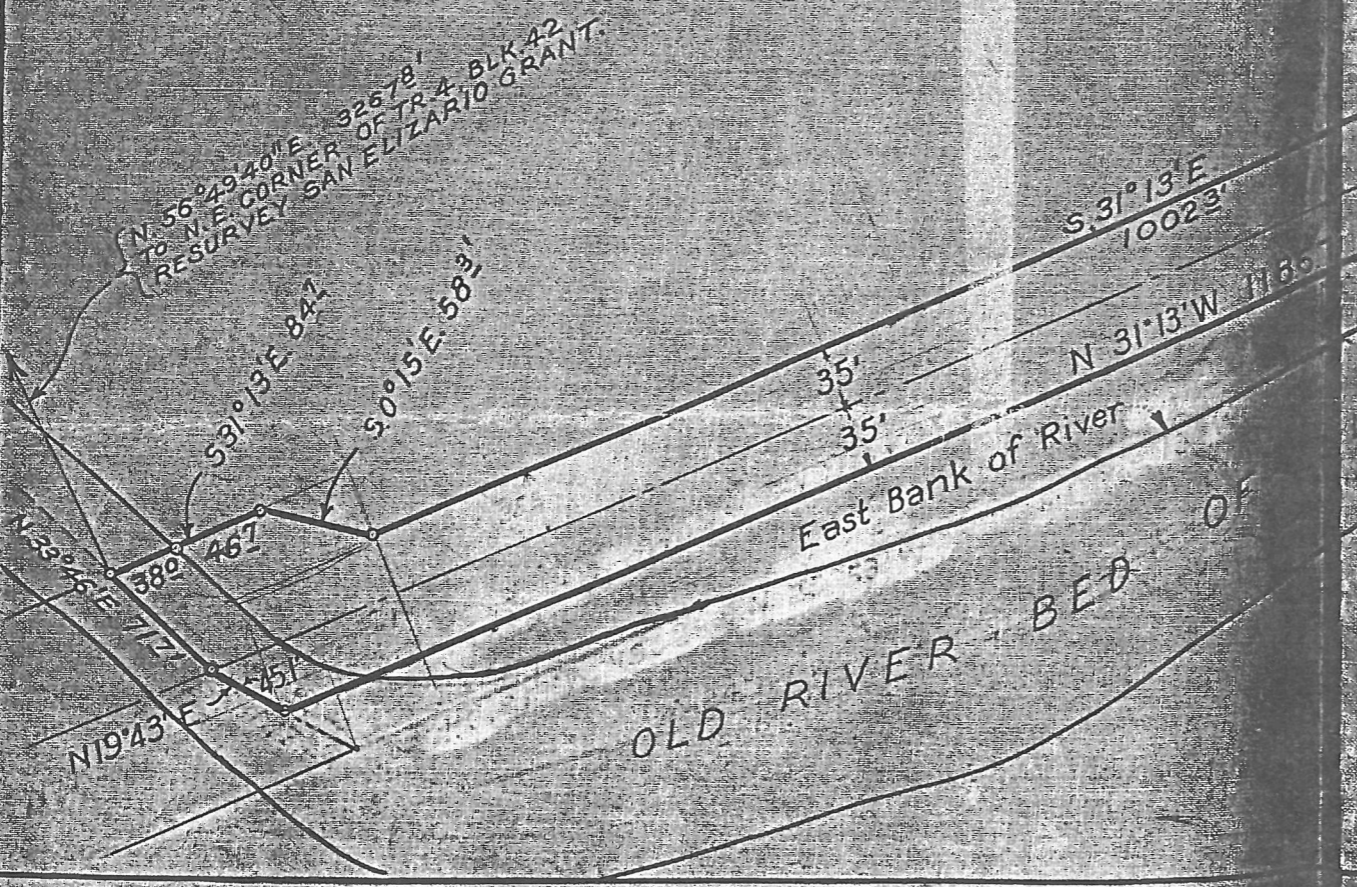
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I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated February 13, 1941 between the United States of America and Clifford C. Bills and Elsie J. Bills, his wife, and that the proposed grantors are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



Location Plat
 Section 6, T34S-R8E, U.S.R.S.
 Tract 14, Block 54
 Resurvey, San Elizario Grant
 El Paso Co., Texas
 Total R. of W. 275 Ac.



Bl-300
 4-40
 7-10
 7-200
 4-10
 8-572

