

780

BIRNEY, H. L. et. ux. Bertha E.

WARRANTY DEED

131

MESA DRAIN

0023-0085-0020-96

19-(20)

TEXAS

1931-1934

78

THE STATE OF TEXAS,

COUNTY OF EL PASO.

I know all men by these presents:

E. L. Birney and Bertha E. Birney

of the County of El Paso, State of Texas, in consideration of the sum of (\$330.00)

Three hundred and thirty and no/100----- DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA

the receipt of which is hereby acknowledged

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

THE UNITED STATES OF AMERICA

of the County of El Paso, State of Texas, all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as

follows, to-wit: A tract of land lying and situate in the Mainland San Elizario Grant, El Paso County, Texas, and in the West half (W $\frac{1}{2}$) Section twenty-nine (29) Township thirty-three South, (33S), Range eight (8) East, Bureau of Reclamation Survey, being also within Tract three (3) Block five (5) on plat of official resurvey of the Mainland San Elizario Grant, as accepted by the Commissioner's 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, being more particularly described as follows:

Beginning at the point of intersection of the line between Tracts two (2) and three (3) Block five (5) of the said resurvey of the Mainland San Elizario Grant with the southwesterly right of way line of the Mesa Drainage Canal, the property of the United States, and from which point a cement post at the intersection of the line between said Tracts two (2) and three (3) Block five (5) produced intersects the southwest right of way of the G.H. & S.A. Railway and bears North forty-seven degrees (47°) fifty-nine minutes (59') East, one hundred two and four tenths (102.4) feet; thence South forty-seven degrees (47°) fifty-nine minutes (59') West along the line between Tracts two (2) and three (3) Block five (5) of the said resurvey of the Mainland San Elizario Grant twenty-five and six tenths (25.6) feet; to a point from which a cement post bears South forty-seven degrees (47°) fifty-nine minutes (59') West five hundred thirty-six and six tenths (536.6) feet; thence North twenty-nine degrees (29°) nineteen minutes (19') West six hundred twenty and six tenths (620.6) feet; thence North thirty degrees (30°) six minutes (6') West three hundred twenty-two

and one tenth (322.1) feet; thence North thirty-one degrees (31°) forty (40') thirty seconds (30") West three hundred twenty-five and five tenths (325.5) feet; thence North thirty-three degrees (33°) fifteen minutes (15') West one hundred twenty-two and one tenth (122.1) feet; thence North thirty-four degrees (34°) forty-nine minutes (49') thirty seconds (30") West three hundred twenty-five and five tenths (325.5) feet; thence North thirty-six degrees (36°) twenty-minutes (24') thirty seconds (30") West three hundred twenty-five and five (325.5) feet; thence North thirty-seven degrees (37°) twelve minutes (12') West five hundred ninety-two and one tenth (592.1) feet to a point on the line between Tracts three (3) and four (4) Block five (5) of said resurvey of the Mainland San Elizario Grant, and from which point a pipe bears South fifty-one degrees (51°) twenty-five minutes (25') West eleven hundred fifty-five and eight tenths (1155.8) feet; thence North fifty-one degrees (51°) twenty-five minutes (25') East twenty-five and no tenths (25.0) feet to a point on the southwest right of way line of the Mesa Drainage Canal, the property of the United States; thence along said right of way line South thirty-seven degrees (37°) twelve minutes (12') East five hundred ninety-two and seven tenths (592.7) feet; thence to the right along an eleven thousand eight hundred four and three tenths (11,804.3) feet radius curve one hundred (100) foot chords, and South twenty-nine degrees (29°) nineteen minutes (19') East six hundred fifteen and no tenths (615.0) feet to the point of beginning. Said tract of land containing one and sixty-five hundredths (1.65) acres, more or less, all as shown on Bureau of Reclamation survey plat attached to contract dated February 17, 1931, between E. E. Bullard and Agnes R. Bullard and The United States of America, as second in the said Records of the County of El Paso, Texas, in Volume 547, page 14.

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

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me R. J. Channell

a Notary Public

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

H. L. Birney

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

Given under my hand and seal of office this 25th day of May A. D. 1934

R. J. Channell

Notary Public in and for El Paso County,
Texas.

(SEAL)

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me R. J. Channell

a Notary Public

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

Bertha E. Birney, wife of H. L. Birney

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

Bertha E. Birney 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 25th day of May A. D. 1934.

R. J. Channell

Notary Public in and for El Paso County,
Texas.

(SEAL)

CLERK'S CERTIFICATE.

THE STATE OF TEXAS,

County of El Paso.

I, W. D. Greet Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 25

day of May A. D. 1934, with its certificate of authentication, was filed for record in my

office this 12 day of June A. D. 1934, at 2 o'clock P. M.

and duly recorded the 15 day of June A. D. 1934, at 1:40 o'clock P. M.

in the records of said County, in Volume 583 on Pages 141

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.

W. D. Greet

Clerk County Court, El Paso County, Texas.

By A. A. Osborne, Deputy.

H. L. Birney and

Bertha E. Birney

TO

UNITED STATES OF AMERICA

Warranty Deed

Filed for Record the 12th

day of June

1934

at 2 o'clock and -- minutes P. M.

W. D. GREET

Clerk, County Court, El Paso County, Texas.

By Blanche Brewer, Deputy

ELLIS BROS. PRINTING CO., EL PASO,

583/141

5/25/34

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made **2/17-1931**, ~~1932~~, with

**B.E. Ballard, a single man and
Agnes E. Ballard, a feme sole**

1. State purpose for which the land is required.

Additional right of way for El Paso Valley Mass Drain

2. State description and *approximate area* of land to be conveyed.

1.65 acres fully described in contract

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such has been issued.

No public land in Texas

4. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands, as the case may be; if unmarried, widow, or widower, so state.

**B. E. Ballard, Route #1, Clint, Texas
Agnes E. Ballard, No. 1207 Arizona Street, El Paso, Texas**

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owners in possession

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

Yes

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; *also the amounts and values of the several classes of land.*

All in cultivation

8. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

Water rights in Clint Canal

9. State the selling price of similar land in the vicinity.

\$200.00 to \$250.00 per acre

10. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

The deepening and widening of the Main Drain of General benefit to community.

Dated **March 17th**

1912

Geo. W. Headley

(Signature)

Junior Engineer

(Title)

In Charge of Negotiations.

Approved:

L R Flock

Superintendent

OF THE ALLEGHANY

GOVERNMENT PRINTING OFFICE

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated February 17, 1931, between The United States of America and B.E. Bullard and Agnes E. Bullard, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Mesa Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$330.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 17th day of March, 1931.

L. R. Flock

Superintendent

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

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

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

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

Witnesses:

THE UNITED STATES OF AMERICA,

By L. R. Flock 3/17/31
Superintendent, Bureau of Reclamation.

P. O. Address _____

B. E. Ballard

Vendor.

P. O. Address _____

Agnes E. Ballard

Vendor.

P. O. Address _____

Vendor.

P. O. Address _____

P. O. Address Rt. #1, Clint, Tex

Approved:

(Date) _____, 193

degrees fifty-nine minutes West ($S47^{\circ}59'W$) five hundred thirty-six and six-tenths (536.6) feet; thence North twenty-nine degrees nineteen minutes West ($N29^{\circ}19'W$) six hundred twenty and six-tenths (620.6) feet; thence North thirty degrees six minutes West ($N30^{\circ}06'W$) three hundred twenty-two and one-tenth (322.1) feet; thence North thirty-one degrees forty minutes thirty seconds West ($N31^{\circ}40'30''W$) three hundred twenty-five and five-tenths (325.5) feet; thence North thirty-three degrees fifteen minutes West ($N33^{\circ}15'W$) three hundred twenty-two and one-tenth (322.1) feet; thence North thirty-four degrees forty-nine minutes thirty seconds West ($N34^{\circ}49'30''W$) three hundred twenty-five and five-tenths (325.5) feet; thence North thirty-six degrees twenty-four minutes thirty seconds West ($N36^{\circ}24'30''W$) three hundred twenty-five and five-tenths (325.5) feet; thence North thirty-seven degrees twelve minutes West ($N37^{\circ}12'W$) five hundred ninety-two and one-tenth (592.1) feet to a point on the line between Tracts three and four (3&4) Block five (5) of said Resurvey of the Mainland San Elizaro Grant and from which point an iron pipe bears South fifty-one degrees twenty-five minutes West ($S51^{\circ}25'W$) eleven hundred fifty-five and eight-tenths (1155.8) feet; thence North fifty-one degrees twenty-five minutes East ($N51^{\circ}25'E$) twenty-five and no-tenths (25.0) feet to a point on the southwest right-of-way line of the Mesa Drainage Canal, the property of the United States; thence along said right-of-way line South thirty-seven degrees twelve minutes East ($S37^{\circ}12'E$) five hundred ninety-two and seven-tenths (592.7) feet; thence to the right along an eleven thousand eight hundred four and three-tenths (11,804.3) feet radius curve a distance of sixteen hundred twenty-four and one-tenth (1624.1) feet, measured on one hundred (100) foot chords, and South twenty-nine degrees nineteen minutes East ($S29^{\circ}19'E$) six hundred fifteen and no tenths (615.0) feet to the point of beginning, said tract of land containing one and sixty-five one-hundredths (1.65) Acres more or less, all as shown on Bureau of Reclamation survey plat attached hereto and made a part hereof.

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.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF El Paso

SS:

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

(a) I, Geo. W. Headley

, a

Notary Public

in and for said county, in the State aforesaid, do hereby certify that

B.B. Ballard, a single man and Agnes R. Ballard, a feme sole

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

(b) ~~I further certify that I did examine the said 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 9th day of March, 1931

[SEAL]

Geo. W. Headley

My commission expires 6/1-31

Notary Public in and for El Paso Co. Texas

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 9:30 o'clock A. M., March 27, 1931

and is duly recorded in Vol. 547 of Deed Records

Page No. 14 - Recorded at 2:00 P.M. 4-17-31

W.D. Groot

County Recorder.

By Ira Cochran

Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas

COUNTY OF El Paso

SS:

(Execute only on Returns Office copy)

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

L R Picok

Superintendent

Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 17th day of March, A. D. 1931

Geo. W. Headley

[OFFICIAL SEAL]

My commission expires 6/1-31

U. S. GOVERNMENT PRINTING OFFICE: 1920

6-8063

116r-509

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

~~Rio Grande~~

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **17th** day of **February**, 193**1**, 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 contracting officer executing this contract~~
~~thereto duly authorized and subject to the approval of the proper supervisory officer thereof~~
and

B.E. Ballard, a single man and Agnes R. Ballard

and, his wife, hereinafter styled Vendor,

of **Clint**, 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, convey to United States, free of lien or encumbrance, the following-described real estate which is

~~th eir joint~~ property, situated in the County of **El Paso**
(Homestead, community, separate)
State of **Texas**, to wit:

A tract of land lying and situate in the Mainland San Elizario Grant, El Paso County, Texas, and in the West half (1/2) Section twenty-nine (29) Township thirty-three South, Range eight East (T33S, R8E), Bureau of Reclamation Survey, being also within Tract three (3) Block five (5) on plat of official resurvey of the Mainland San Elizario Grant, as accepted by the Commissioner's 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, being more particularly described as follows:

Beginning at the point of intersection of the line between Tracts two and three (2&3) Block five (5) of the said resurvey of the Mainland San Elizario Grant with the southwesterly right-of-way line of the Mesa Drainage Canal, the property of the United States, and from which point a cement post at the intersection of the line between said Tracts two and three (2&3) Block five (5) produced intersects the southwest right-of-way of the G. H. & S. A. Railway and bears North forty-seven degrees fifty-nine minutes East (N47°59'E) one hundred two and four-tenths (102.4) feet; thence South forty-seven degrees fifty-nine minutes West (S47°59'W) along the line between Tracts two and three (2&3) Block five (5) of the said resurvey of the Mainland San Elizario Grant twenty-five and six-tenths (25.6) feet; to a point from which a cement post bears South forty-seven

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

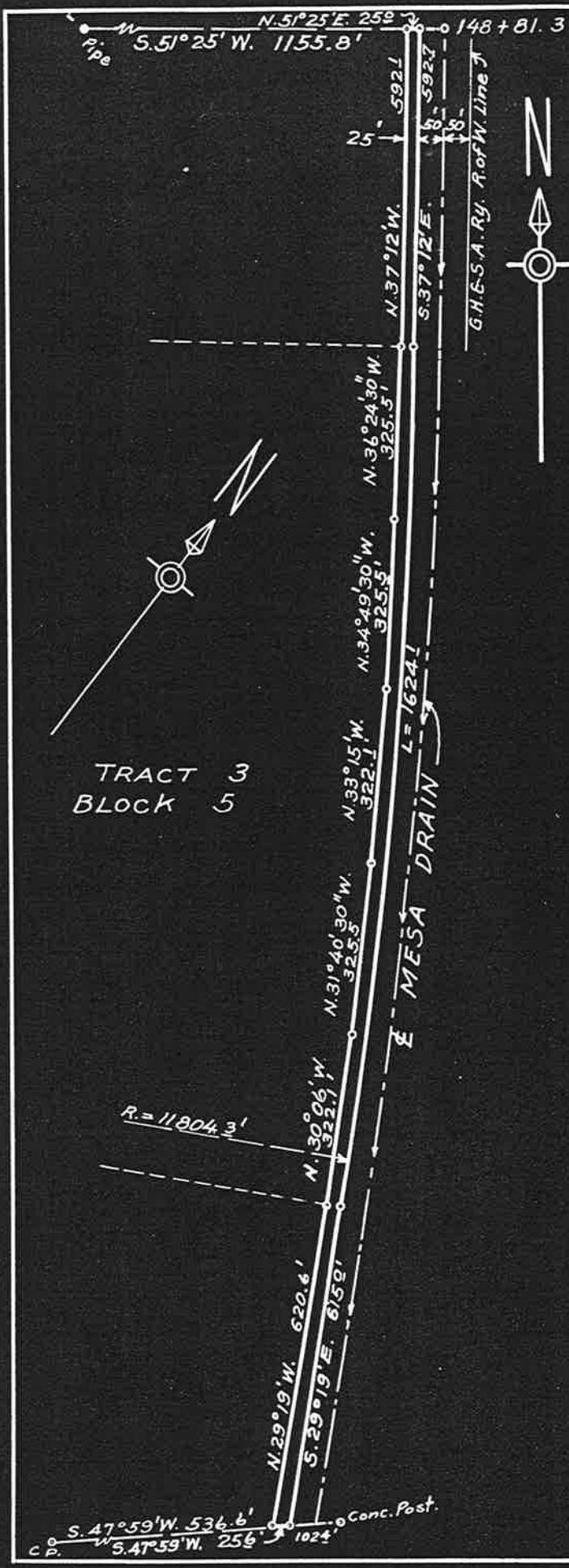
Correct as to Engr. Data

CERTIFICATE OF POSSESSION

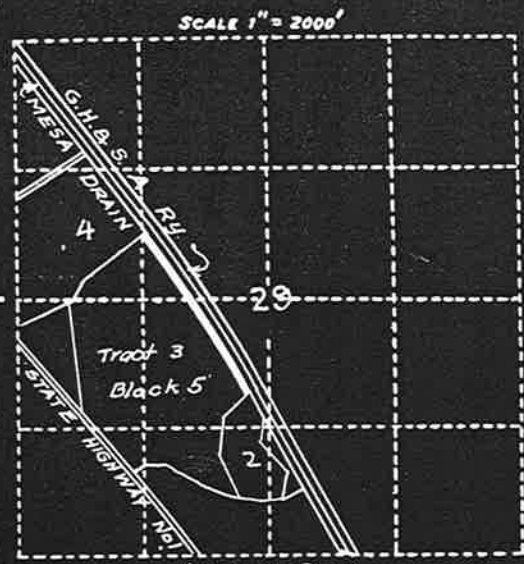
I HEREBY CERTIFY THAT I have personally examined the land described in attached land purchase contract dated February 17, 1931, between the United States of America and B. E. Ballard and Agnes R. Ballard, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 17th day of March, 1931.

Geo. W. Hoadley
Junior Engineer.



TRACT 3
BLOCK 5



LOCATION PLAT
S. 29, T. 33S., R. 8E.,
U.S.R.S. Survey.

Tract 3, Block 5
Resurvey of Mainland
San Elizario Grant.

B.E. Bullard
Area = 1.65 ac.

Scale 1" = 300'

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT-NEW MEXICO-TEXAS MESA DRAIN ADDITIONAL RIGHT OF WAY	
FIELD WORK.....	CHECKED <u>G.W.H.</u>
DRAWN <u>GA</u>	APPROVED
3511-L-48	EL PASO, TEX. 1-2631

619 First National Bank Bldg.,
El Paso, Texas

July 2, 1934.

From: District Council

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated February 17, 1931, between the United States and B. E. Bullard, a single man and Agnes R. Bullard; Area, 1.65 acres; Consideration, \$330.00; for deepening and widening of Mesa Drain - Rio Grande project.

1. The above-mentioned tract of land, while under contract of sale to the United States, was conveyed by B. E. Bullard, a single man, and Agnes R. Bullard, a feme sole, joint owners, to H. L. Birney and Bertha E. Birney, his wife. A good and sufficient title to the real property described in the above-mentioned land purchase contract between the United States and B. E. Bullard and Agnes R. Bullard is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated May 25, 1934, from H. L. Birney and Bertha E. Birney, his wife, to the United States, and by policy of title insurance No. 4528 of the Commercial Standard Insurance Co., Dallas, Texas, dated June 12, 1934, countersigned by their El Paso agent, N. H. Gillet, and bearing his file No. C/8266.

2. All taxes and water charges assessed up to and including the year 1933 appear to have been paid. While taxes in Texas become a lien as of the first of the taxable year, the taxing officials had not at the time of the conveyance to the United States, completed the tax rolls for the year 1934 and consequently taxes for the year 1934 may be disregarded.

3. The consideration named in the contract, namely \$330.00, may now be paid to the United States' grantors, H. L. Birney and Bertha E. Birney, c/o The Pioneer Abstract & Guarantee Title Co., Bassett Tower, El Paso, Texas, there being no deductions.

4. The original land purchase contract, the original and two copies of the recorded deed, and the original of the title insurance policy are transmitted herewith.

- - - -

H. J. S. Devries.

cc - Commissioner
Chief Engineer

PIONEER ABSTRACT & GUARANTEE TITLE Co.

A PERSONAL SERVICE

ESTABLISHED 1919

PHONE MAIN 838

315 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

June 19, 1934

Mr. George W. Hoadley
Bureau of Reclamation
363 Myrtle Avenue
El Paso, Texas

Dear Sir:

Enclosed you will find Voucher, properly
signed by H. L. Birney and wife.

funds of the
The check for ~~indebtedness~~ *payment* evidenced by
voucher is to go to the Southland Life

Insurance Company, and we shall appreciate
your attending to this matter at the very

earliest moment possible. *As we suggest we*

are to protect Southland Life for release
Very truly yours,

BY: *"Cotton"*

VM

B. E. SCHWARZBACH, Secr'y.

RECORDED
1933
El Paso, Texas,

EL PASO - TEXAS
December 28, 1933.

Mr. Hoadley:

The following letter dated December 26, 1933, has been received from the Pioneer Abstract & Guarantee Title Co.:

"With reference to the purchase of 1.65 acres of land more or less, out of Tract 3, Block 5, of the San Elizario Grant, El Paso County, Texas, according to the Purchase Contract of record in Book 547, page 14, Deed Records, we beg to advise that we have prepared and forwarded all necessary releases to clear the title to said 1.65 acres of land and now ask that you prepare the deed of conveyance for the same, have it executed and delivered to us in order that we may issue the desired policy of Title Insurance, upon receipt of the necessary releases."

This is the land purchase under contract with Bruce Bullard. Mr. Schwarzbach informs me that this property has been taken over and is now owned by H. L. Birney. Although not community property, it may be well to have Mr. Birney's wife, Bertha E. Birney, join in the conveyance. The Bullard file was returned to the project office some time ago.


H. J. S. D.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

A PERSONAL SERVICE

ESTABLISHED 1919

PHONE MAIN 838

315 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

December 26, 1933,

Mr. H. J. S. Devries,
c/o U.S. Reclamation Service,
El Paso, Texas,

Dear Sir:

With reference to the purchase of 1.65 acres of land more or less, out of Tract 3, Block 5, of the San Elizario Grant, El Paso County, Texas, according to the Purchase Contract of record in Book 547, page 14, Deed Records, we beg to advise that we have prepared and forwarded all necessary releases to clear the title to said 1.65 acres of land and now ask that you prepare the deed of conveyance for the same, have it executed and delivered to us in order that we may issue the desired policy of Title Insurance, upon receipt of the necessary releases.

Very truly yours,



BES:MF.

*Bruce Bullard**now owned by**H. L. Birney**& Bertha E. "*

ACTIVE OFFICERS
N. H. GILLOT, VICE PRES. AND MANAGER
PAUL J. HUCTION, TREASURER — GENE DONOHUE, SECRETARY
B. E. SCHWARZBACH, ASST. SECRETARY

Pioneer Abstract & Guarantee Title Company

208 NORTH STANTON ST.
EL PASO, TEXAS

ABSTRACTS — TITLE INSURANCE — ESCROWS
"A PERSONAL SERVICE"

January 15, 1932.

Interior Department ,
Bureau of Reclamation,
619 First National Bank Building,
El Paso, Texas.

ATTENTION: Mr. Devries, District Counsel.

IN RE:- Bruce E. Bullard, Land purchase
contract.

Gentlemen:-

We beg to advise that all taxes have been paid
up to and including the year 1930 on the above mentioned
land, but that the 1931 taxes in the sum of \$388.15 are now
due and payable.

We have had no expression from the Southland Life
Insurance Company, relative to the terms for release of the
property to be purchased by you, but are today writing them
to inquire whether the same conditions exist as in the Briggs
matter, We will let you know just as soon as we hear from
the Company.

Very truly yours,


Ass't. Secretary.

BES/s

619 First National Bank Bldg.,
El Paso, Texas,

January 11, 1932.

The Pioneer Abstract & Guarantees Title Co.,
208 N. Stanton St.,
El Paso, Texas.

In re: Bruce E. Ballard and Agnes R.
Ballard, single persons -
Your file 8266.

Gentlemen:

Acknowledging Mr. Schwartzbach's inquiry of January 4, 1932, requesting information as to when this land purchase will be completed, I beg to advise you that I have called upon the contractors to clear the title in accordance with your opinion of April 20, 1931, but was unable to report to him the condition of taxes as at the time of your letter you had not been able to furnish us information as to what tax liens existed. I am again writing the contractors; copy of letter enclosed for your information.

Very truly yours,

H. J. S. Devries,
District Counsel.

cc - Supt., El Paso

619 First National Bank Bldg.,
El Paso, Texas,

January 11, 1932.

Mr. Bruce E. Bullard and Agnes R. Bullard,
Route 1,
Clint, Texas.

Dear Sir and Madam:

Further reference is made to land purchase contract between yourselves and the United States for 1.65 acres of land out of Tract 3, Block 5, San Elizario Mainland Grant.

On April 20, 1931, we advised you that the Pioneer Abstract & Guarantee Title Co., which supplies title guarantees on property purchased for the United States, had reported that such company could not issue the guarantee of title so that the Government might make payment until a deed of trust executed by you to H. L. Seay, Southland Life Insurance Company, had been released as to this particular 1.65 acres of land, and that the title company also advised that there is a vendor's lien retained in the deed from Sidney Frenkel to Bruce E. Bullard, recorded in Book 455, page 461, Deed Records, securing the payment of two notes for \$400.00 each, one note for \$450.00 and another note for \$400.00, fully described in said instruments. Notes 2, 3, and 4 of the series were transferred to A. Schwartz, by transfer recorded in Book 466, page 311, Deed Records. This vendor's lien should be released insofar as the property being purchased by the Government is concerned.

Will you kindly let me know what steps you have taken to clear up this title so that the purchase may be completed and payment made.

Very truly yours,

cc - Supt., El Paso
Pioneer Abstract &
Guarantee Title Co.,
El Paso.

H. J. S. Devries,
District Counsel.

Pioneer Abstract & Guarantee Title Company

ACTIVE OFFICERS

N. H. GILLOT, VICE PRES. AND MANAGER

PAUL J. HUCHTON, TREASURER — GENE DONOHUE, SECRETARY

B. E. SCHWARZBACH, ASST. SECRETARY

ABSTRACTS — TITLE INSURANCE — ESCROWS

"A PERSONAL SERVICE"

208 NORTH STANTON ST.

EL PASO, TEXAS

January 4, 1932.

United States Department of Interior,
Bureau of Reclamation,
Toltec Club Building,
El Paso, Texas.

Attention of H.J.S. Devries,
District Counsel.
IN RE:- Bruce E. Bullard and
Agnes R. Bullard.

Gentlemen:-

Will you please advise us the
present status of the land purchase deal
between you and the above mentioned parties,
relative to 1.65 acres out of Tract 3, Block
5, Official Resurvey of the Mainland, San
Elizario Grant, El Paso County, Texas.

Thanking you for your usual
courteous co-operation, we are,

Very truly yours,

B. E. Schwarzbach
Ass't. Secretary.

BES/s

615 - 1st National Bank Bldg.,
El Paso, Texas,
April 20, 1931.

Mr. Bruce E. Bullard and Agnes R. Bullard,
Route 1,
Clint, Texas.

Dear Sir and Madam:

With reference to land purchase contract between yourselves and the United States for 1.65 acres out of Tract 3, Block 5, San Elizario Mainland Grant, we beg to advise that we have been informed by the Pioneer Abstract & Guarantee Title Co. that there is a deed of trust executed by you to H. L. Seay, Trustee for Southland Life Insurance Company of Dallas, recorded in Book 179, page 594, Deed of Trust Records, El Paso County, securing a note for \$2600.00, and that this lien must be released as to the 1.65 acres of land before title certificate can be issued.

The Title company also advises that there is a vendor's lien retained in the deed from Sidney Frenkel to Bruce E. Bullard, recorded in Book 455, page 461, Deed Records, securing the payment of two notes for \$400.00 each, one note for \$450.00 and another note for \$400.00, fully described in said instruments. Notes 2, 3, and 4 of the series were transferred to A. Schwartz, by transfer recorded in Book 466, page 311, Deed Records. This vendor's lien should be released insofar as the property being purchased by the government is concerned."

Very truly yours,

H. J. S. Devries,
District Counsel.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT
PRELIMINARY OPINION

IN REPLY PLEASE REFER TO

NO. 8266

EXAMINER BES:MF.

April 20, 1931,

TO Bureau of Reclamation Service,
Toltec Club Building,
El Paso, Texas, (Att: Mr. H.J.S.Devries, Dist.Counsel)

IN RE: Land purchase from Bullard.

PROPERTY: 1.65 acres more or less, out of Tract 5, Block 5, On the Mainland
in the San Elizario Grant, El Paso County, Texas.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: BRUCE E. BULLARD, a single man, and AGNES R. BULLARD, a feme sole.

SUBJECT TO:

TAXES: We have not been able to obtain a tax certificate on this property but
will advise you the condition of taxes upon receipt thereof from the
Tax Collector.

PAVING: None.

There is a deed of trust of record in Book 179, page 594, Deed of Trust
Records, from Bruce E. Bullard, and Agnes R. Bullard, to H.L. Seay, Trustee for
Southland Life Insurance Company of Dallas, securing one note for \$2600.
therein fully described. This lien should be released as to the property
being purchased by the government.

There is a vendor's Lien retained in the deed from Sidney Frenkel to
Bruce E. Bullard, recorded in Book 435, page 461, Deed Records, securing
the payment of two notes for \$400.00 each, one note for \$450.00 and another
note for \$400.00, fully described in said instruments. Notes 2, 3, 4,
of the series were transferred to A. Schwartz, by transfer recorded in
Book 466, page 311, Deed Records. This vendor's lien should be released
insofar as the property being purchased by the government is concerned.

We have not yet been informed whether all water charges have been paid,
but we will advise you upon receipt of certificate of El Paso County
Water Improvement District No. 1, the condition of water charges.

Very truly yours,


A. Secy.

BES:MF.

El Paso, Texas, March 25, 1931.

Pioneer Abstract & Guarantee Title Co.,
Two Republics Bldg.,
El Paso, Texas.

Gentlemen:

Will you kindly furnish certificate of guarantee of title covering land described in contract dated February 17, 1931, between B. E. Bullard and Agnes E. Bullard and the United States, involving 1.65 acres in Tract 3, Block 5, official resurvey of the Mainland San Elizario Grant.

The certificate should be based upon deed which will be procured from B. E. Bullard and Agnes E. Bullard, joint owners, and guarantee fee simple title in the United States free and clear of liens and encumbrances.

Very truly yours,

H. J. S. Devries,
District Counsel.

P. S.: A plat of the above-mentioned tract is enclosed for your convenience.

STATEMENT AND CERTIFICATE
OF AWARD

No. 1167-509
(Contract)
Date 3/1, 1931

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 Widening and deepening of Moss Drain
5. Without advertising, it being impracticable to secure competition because of _____

(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. 4 of the method of or absence of advertising and in accordance with award of contract lettered _____, as shown above; 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).

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated 2/17-31
symbol and number 116r-509; made by B. E. Bullard and Agnes R. Bullard
amount involved, \$ 330.00; authority No. _____ or clearing account _____
purpose Purchase of land
Reference: _____

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

Place El Paso, Texas Date March 17, 1931

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

L. R. Flock

Inclosures:

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

Place El Paso, Texas Date March 25, 1931

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.

H. J. E. Davies, District Counsel.

Inclosures:

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

Denver, Colorado, Date _____

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

_____, Chief Engineer.

Denver, Colorado, Date _____

4. On this date the above-described contract, with bond, if any, was passed by this
office and transmitted to the Washington office.

_____, Chief Engineer.

Inclosures:

Original and _____ copies of this form.
Original and _____ copies of contract.

Washington, D. C., Date _____

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

_____, Commissioner.