

PAGE, JEWELL M. B., et. vir., Nelson D. WARRANTY DEED RIVERSIDE CANAL EXTENSION (183)

6023-0087-0014-00

21-(14) Texas

Know all men by these presents:

Mrs. Jewell M. Bills Page (formerly Jewell M. Bills) joined by
my husband Nelson D. Page

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

One Hundred Fifty-Two and 80/100 (\$152.80) - - - - - DOLLARS,

to ~~them~~ in hand paid by **THE UNITED STATES OF AMERICA**, in pursuance of the
provisions of the act of June 17, 1932 (52 Stat., 388), and acts amendatory thereof
or supplemental thereto

the receipt of which is hereby acknowledged

ha ~~vo~~ 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~~ ~~and 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:

Riverside Canal Extension
Plat No. 6

A tract of land lying and situate in El Paso County, Texas, and in the
South half (S $\frac{1}{2}$) of Section thirty-one (31) Township thirty-three (33) South,
Range eight (8) East, Bureau of Reclamation Survey being also within surveys
96 and 97 of the Mainland San Elizario Grant and in tract two (2) Block
forty-two (42) of the official resurvey of the San Elizario Grant as
accepted by the Commissioners' Court of El Paso County, Texas, the 13th day
of January 1930, and of record in the office of the County Clerk of said
County and State more particularly described as follows:

Correct as to Engineering Data A.O.S.

Beginning at the point of intersection of the southerly line of tract
two (2) Block forty-two (42) of said official resurvey of the San Elizario
Grant with the southerly right of way line of the Quadrilla Intercepting
Drain, said point being on a curve of one thousand five hundred eleven and
ninety-five hundredths (1511.95) feet radius and the tangent to the curve
at said point has a bearing South eighty-five degrees (85°) twelve minutes
(12') six seconds (6") West and from which point the southeast corner of
tract two (2) Block forty-two (42) of said official resurvey of the San
Elizario Grant bears North seventy-eight degrees (78°) fifty-seven minutes
(57') East two thousand eight hundred six and seven tenths (2806.7) feet;
thence along the southerly line of said tract two (2) South seventy-two
degrees (72°) forty-five minutes (45') West three hundred forty-five (345)
feet, South eighty-eight degrees (88°) forty-eight minutes (48') West one
hundred forty-three and eight tenths (143.8) feet, North seventy-two degrees
(72°) four minutes (4') West six hundred twenty-six and three tenths (626.3)
feet and North sixty-nine degrees (69°) one minute (1') West one hundred
sixty-three (163) feet to a southwesterly corner of said tract two (2);
thence along a westerly line of said tract two (2) North no degrees (0°)
fifty minutes (50') East two hundred sixty-two and eight tenths (262.8)
feet to a point on the southerly line of tract eight (8) Block forty-one
(41) of the said official resurvey of the San Elizario Grant; thence along
said line North seventy-three degrees (73°) forty-six minutes (46') East
thirty-five and six tenths (35.6) feet to a point from which the Southeast
corner of tract eight (8) Block forty-one (41) of the said official resurvey
of the San Elizario Grant bears North eighty-four degrees (84°) twenty-nine
minutes (29') East one thousand nine and two tenths (1009.2) feet; thence
South sixty-five degrees (65°) five minutes (5') thirty-five seconds (35")
East fifteen and one tenth (15.1) feet to a point on the southerly right of
way line of the Quadrilla Intercepting Drain, said point being on a curve
of one thousand five hundred eleven and ninety-five hundredths (1511.95) feet
radius and the tangent to the curve at said point has a bearing South forty-six
degrees (46°) twenty-two minutes (22') fifteen seconds (15") East; thence
along the southerly right of way line of said Quadrilla Intercepting Drain
and to the left along said curve of one thousand five hundred eleven and
ninety-five hundredths (1511.95) feet radius a distance on the arc of one
thousand two hundred seventy-seven and nine tenths (1277.9) feet to the point
of beginning, said tract of land containing three and ninety-one hundredths
(3.91) acres, more or less, all as shown on plat attached hereto and made a
part hereof, to that certain contract between Jewell M. Bills, Grantor,
and grantee dated Oct. 29, 1940. and of record in Book 680 Page 570 of the

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

THE UNITED STATES OF AMERICA, its successors

~~and~~ 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~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS **their** hand at Fabens, Texas this 22nd day of October A. D. 1941

Witnesses at Request of Grantor

Mrs. Jewell M. Bills Page

Nelson D. Page

2 - 25cent revenue stamps cancelled
1 - 5 cent revenue stamp affixed and cancelled

THE STATE OF TEXAS,

County of El Paso.

Before me **Geo. W. Hoadley**

a Notary Public

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

Mrs. Jewell M. Bills Page and Nelson D. Page her husband

known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office this **22nd** day of **October** A. D. 19 **41**

(SEAL

Geo. W. Hoadley

My Commission Expires

19

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.

Before me **Geo. W. Hoadley**

a Notary Public

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

Mrs. Jewell M. Bills Page

Nelson D. Page

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said **Mrs. Jewell M. Bills Page** acknowledged such instrument to be her free 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 **22nd** day of **October** A. D. 19 **41**

(SEAL

Geo. W. Hoadley

My Commission Expires

19

CLERK'S CERTIFICATE

THE STATE OF TEXAS,

County of El Paso.

I, **P. D. Lowry** Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the **22** day of **October** A. D. 19 **41**, with its certificate of authentication, was filed for record in my office this **23** day of **October** A. D. 19 **41**, at **2:40** o'clock **P.** M. and duly recorded the **27** day of **Oct.** A. D. 19 **41**, at **9** o'clock **A.** M. in the records of said County, in Volume **700** on Pages **405**

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

P. D. Lowry

Clerk County Court, El Paso County, Texas.

By **Marie Grady**, Deputy.

23973

Mrs. Jewell M. Bills Page

Nelson D. Page

TO

USA

Warranty Deed

Filed for Record the **23**

day of **October** 19 **41**

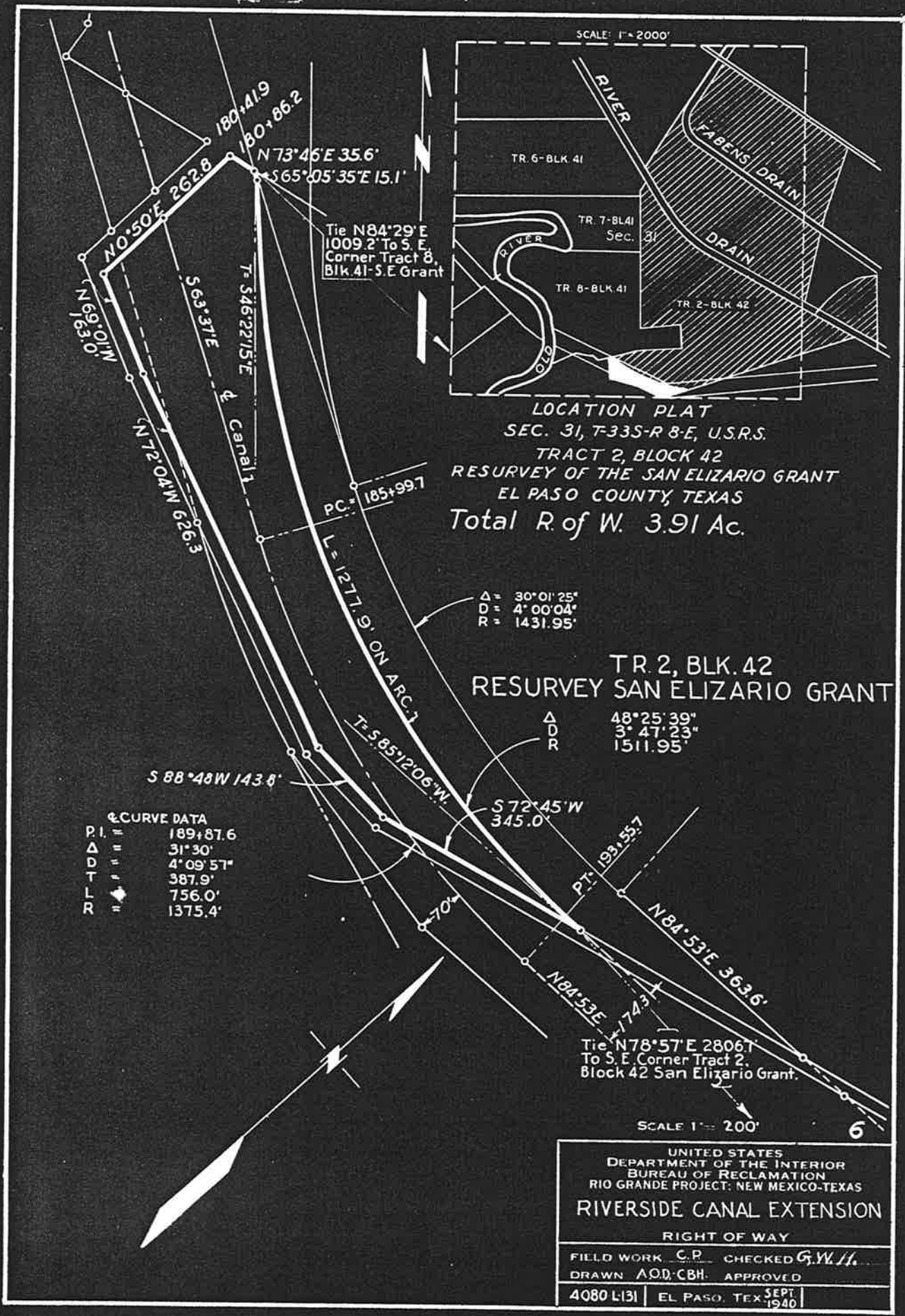
at **2:40** o'clock and **minutes** **P.M.**

and recorded **Oct. 27, 1941** at **9:00 A.M.** **P. D. Lowry**, Clerk,

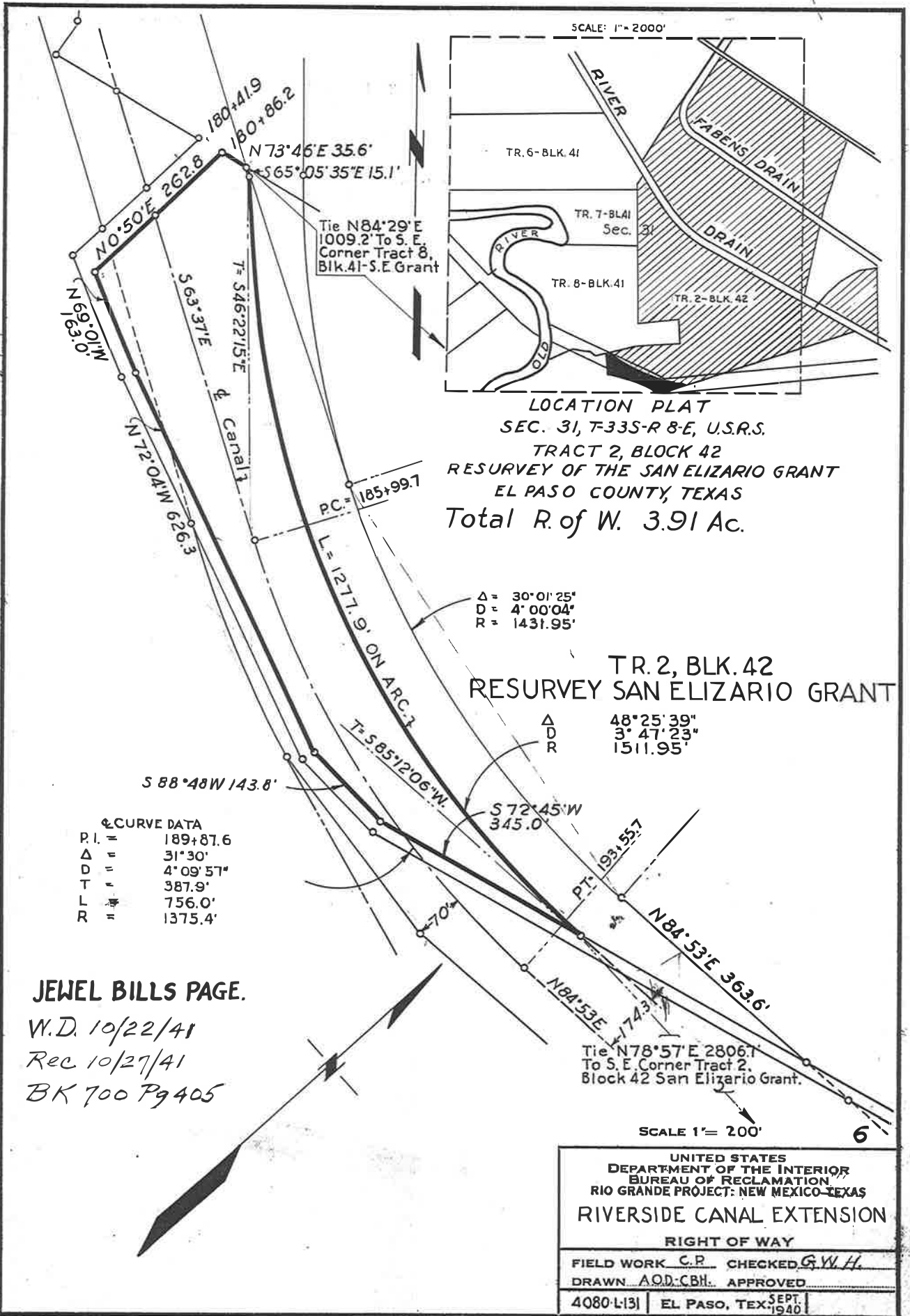
County Court, El Paso County, Texas.

By **W. T. Duncan**, Deputy.

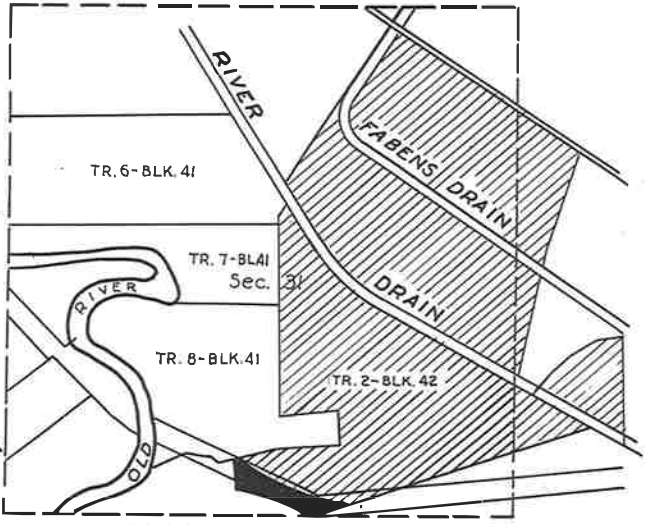
Book **700** - Page **405**



UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT, NEW MEXICO-TEXAS
RIVERSIDE CANAL EXTENSION
 RIGHT OF WAY
 FIELD WORK C.P. CHECKED G.W.J.
 DRAWN A.O.D.:CBH. APPROVED
 4080 L131 | EL PASO, TEX. SEPT 1940



SCALE: 1" = 2000'



LOCATION PLAT
 SEC. 31, T-33S-R 8-E, U.S.R.S.
 TRACT 2, BLOCK 42
 RESURVEY OF THE SAN ELIZARIO GRANT
 EL PASO COUNTY, TEXAS
 Total R. of W. 3.91 Ac.

$\Delta = 30^{\circ}01'25''$
 $D = 4^{\circ}00'04''$
 $R = 1431.95'$

TR. 2, BLK. 42
 RESURVEY SAN ELIZARIO GRANT

$\Delta D R$
 $48^{\circ}25'39''$
 $3^{\circ}47'23''$
 $1511.95'$

CURVE DATA

P.I.	=	189+87.6
Δ	=	31° 30'
D	=	4° 09' 57"
T	=	387.9'
L	=	756.0'
R	=	1375.4'

JEWEL BILLS PAGE.
 W.D. 10/22/41
 Rec 10/27/41
 BK 700 Pg 405

Tie N78°57'E 2806.1'
 To S.E. Corner Tract 2,
 Block 42 San Elizario Grant.

SCALE 1" = 200'

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT: NEW MEXICO-Texas
RIVERSIDE CANAL EXTENSION
 RIGHT OF WAY
 FIELD WORK C.R. CHECKED G.W.H.
 DRAWN A.O.D.:CBH. APPROVED _____
 4080-L13 | EL PASO, TEX. | SEPT. 1940

7-528t
August 1927
Approved by the Department
January 4, 1927

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

*copy made
for D.C. 10-29-1941*

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Oct. 29, 1940
symbol and number, 116-1501; made by Jewell M. Bills
amount involved, \$ 152.50 authority No. _____ or clearing account _____
purpose Riverside Canal Extension
Reference, Approved January 10, 1941 by Assistant Secretary, Oscar L. Chapman

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

Place El Paso, Texas Date Jan. 13, 1941

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

Inclosures:

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

Place El Paso, Texas Date Jan. 21, 1941

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

District Counsel, _____ H. J. S. Devries

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 _____

STATEMENT AND CERTIFICATE OF AWARD

No. **116-1501**
(Contract)
Date **Oct. 29**, 19**40**

DEPARTMENT OF THE INTERIOR
(Department or establishment)

BUREAU OF RECLAMATION
(Bureau or office)

El Paso, Texas
(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to _____ dealers.
(b) And by notices posted in public places.
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with _____
5. Without advertising, it being impracticable to secure competition because of _____
Riverside Canal Extension
(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

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

CERTIFICATE

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

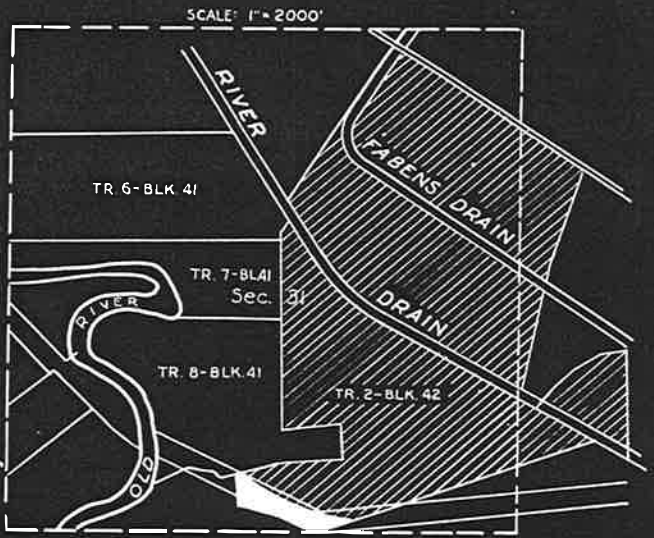
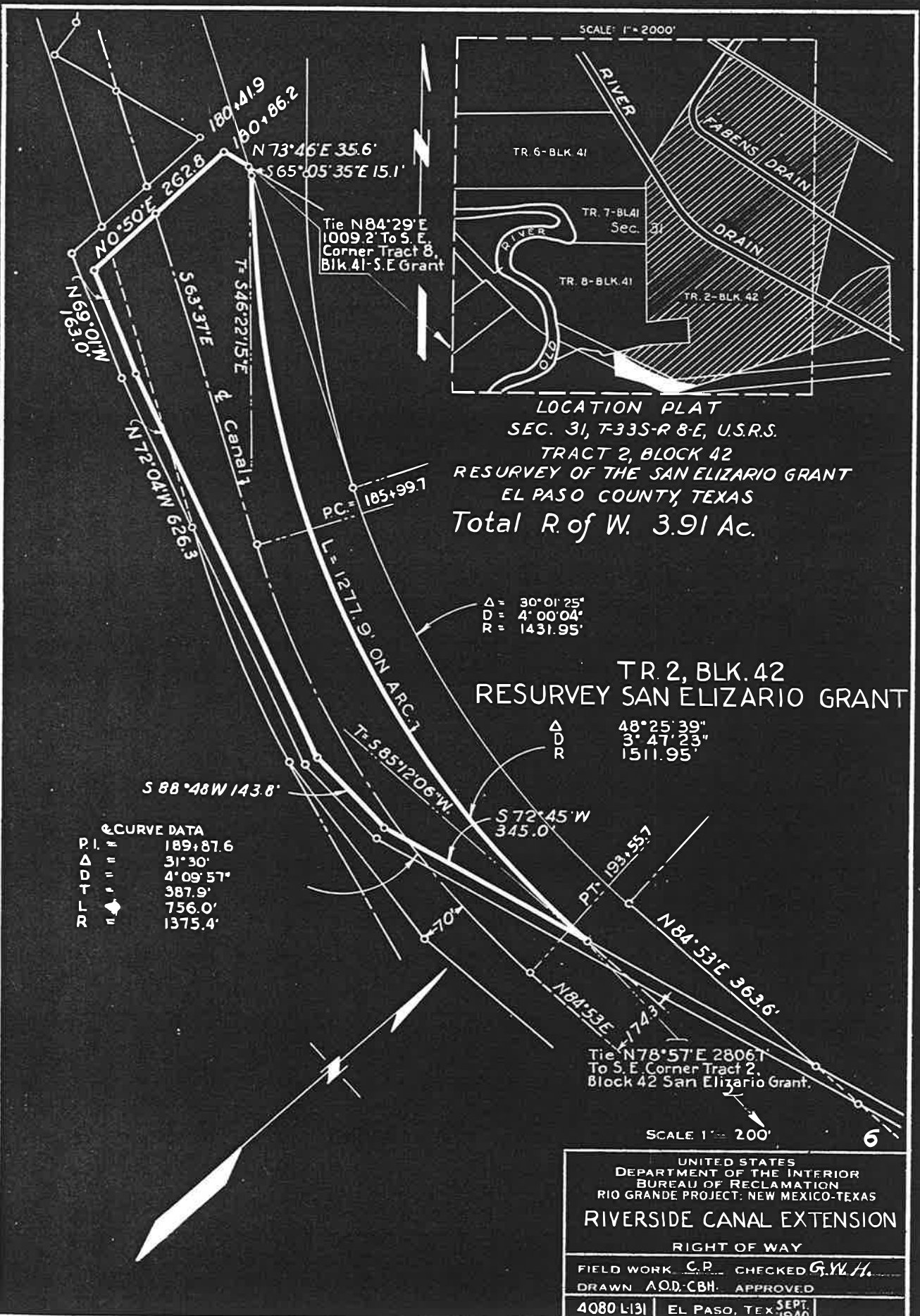
L R Flock

(Signature of contracting officer)

Superintendent

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).



LOCATION PLAT
 SEC. 31, T33S-R8E, U.S.R.S.
 TRACT 2, BLOCK 42
 RESURVEY OF THE SAN ELIZARIO GRANT
 EL PASO COUNTY, TEXAS
 Total R. of W. 3.91 Ac.

$\Delta = 30^{\circ} 01' 25''$
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TR. 2, BLK. 42
 RESURVEY SAN ELIZARIO GRANT

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Tie N78°57'E 2806.1'
 To S. E. Corner Tract 2,
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SCALE 1" = 200'

6

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT: NEW MEXICO-TEXAS

RIVERSIDE CANAL EXTENSION

RIGHT OF WAY

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

4080 L131 | EL PASO, TEX. | SEPT. 1940

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Land Classification and Valuation Report

Feature Riverside Canal Extension Date Oct. 19 40

We, the undersigned Appraisers, do hereby certify that we have carefully examined the tract or tracts of land, together with the improvements thereon, if any, and believed to belong to

Jewel Billie

lying and situate in the County of El Paso, State of Texas, and located in:

R	T	Sec.	Subdiv.	Meridian
R	T	Sec.	Subdiv.	Meridian
R	T	Sec.	Subdiv.	Meridian
R	T	Sec.	Subdiv.	Meridian

County Plat # Blk. 41 San Elizario Grant, Tract # 2
Containing 3.91 Acres more or less, under
(not under) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges

(	Acres	at	\$	per acre	\$	
(	Acres	at	\$	per acre	\$	
(	Acres	at	\$	per acre	\$	
(	Acres	at	\$	per acre	\$	
(	Acres	at	\$	per acre	\$	\$

Class 2. Suspended

(	Acres	at	\$	per acre	\$	
(	Borrow Pits .35	Acres at	\$ 20.00	per acre	\$ 11.10	
(	Pasture and levee 3.56	Acres at	\$ 35.00	per acre	\$ 117.60	
(	Acres	at	\$	per acre	\$	
(	Acres	at	\$	per acre	\$	\$ 128.70

Land not under the Project:

Improvements:

1100' fence 0.01		\$ 23.60	23.60
Grand Total			\$ 128.60

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

George Haffman W. E. Ranney Geo. W. Hoadley
Appraisers

Approved: _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated October 27, 1940; made by Jewell M. Bille
involving purchase of 3.91 acres of land, for \$ 152.50;
purpose Riverside Canal Extension

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

Borrow Pits .55
Fastens and Levee 3.36

5. no acres of the land are being irrigated and 3.91 additional acres are susceptible of irrigation under water right described as follows:

6. The following are estimates of the areas of each class of crops on the land and of the values of such crops and of the important improvements:

No allowance for crops

El Paso, Texas. Dec. 20, 1941.

From Superintendent

To The Commissioner

Subject: Acquisition of land - Transmittal of Papers -
Land purchased from Jewell M. Bills Page,
et vir - Rio Grande Project.

1. The following title papers, as required by
the General accounting office, to support G. F. Allen's
voucher No. 19-43993 dated Nov. 27, 1941, covering
payment for the acquisition of land from Jewell M. Bills
Page for Riverside Canal Extension are enclosed herewith:

Policy of Title Insurance
Original Recorded Deed
Original Opinion of Title

- - - -

In duplicate

L. R. Fieck

Encls- As listed above

cc- Denver with copy of recorded deed

Note; We have always sent copy of Opinion of Title to
Denver but since the District Counsel's office
has moved to Amarillo, Mr. Baird sends copy
of opinion to Denver at the same time he forwards
the original to us.

E M WELLS

El Paso, Texas. October 30, 1941.

From Project Superintendent

To District Counsel, Amarillo, Texas.

**Subject - Land Purchase Contract - Jewell M. Bills Page -
Riverside Canal Extension - Rio Grande Project.**

1. For your consideration and approval there
is transmitted herewith

Policy of Title Insurance
Original Recorded Deed
Copy of Contract

in connection with land purchased from Jewell M. Bills Page,
et vir, Nelson D., Contract 116r-1501 dated Oct. 29, 1940,
which is required for Riverside Canal Extension, and which
will enable you to complete your final opinion.

L. R. Pickett

Encls-
Policy of Title Insurance
Original Recorded Deed
Copy of Contract

El Paso, Texas

October 11, 1940

Mrs. Jewel M. Bills
Fabens, Texas

Dear Madam:

In connection with the extension of the Riverside Canal, it is desired on behalf of the United States to acquire a certain tract of land west of Fabens, Texas, located within the boundaries of Tract 2, Block 42 of the official resurvey of the San Elizario Grant, which we find of record as belonging to you.

The tract required by the United States contains 3.91 acres for which we are authorized to pay the sum of \$152.50 and the contract for the purchase of same is enclosed.

If this proposal is agreeable to you, please execute the enclosed contract, have acknowledged before a Notary Public and return to this office.

Very truly yours,

L. R. Flock
Superintendent

Encl. Contract

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated October 29, 1940, between the United States of America and Jewell M. Fills, a single woman, and that the proposed grantor is in actual, sole and exclusive possession of the land proposed to be conveyed claiming to be the owner thereof, and no person claiming a right in such land adverse to the proposed grantor is in possession of any of it.

Dated at El Paso, Texas, this 29th day of Oct. 1940

Geo. W. Hoadley

Right of Way Agent

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated October 29, 1940 between the United States of America and Jewell M. Pills, a single woman, is required for the purposes authorized by the act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, namely, as right of way for the Riverside Canal Extension, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$152.50 is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 29th day of Oct. 1940.

L R Fieck
Project Superintendent
Bureau of Reclamation

4. Texas law provides that (Art. 7151) all property is listed for taxation with reference to the quantity owned on the first day of January, and may be construed to mean that the lien of taxes attaches as of the first day of January of the year for which the levy is made. However, since the subject policy insures against any lien of 1911 taxes, they may be disregarded.

5. We note that the Policy of Insurance apparently through inadvertance states the amount of liability under the policy as \$152.50 in one place and \$152.00 in another. This typographical error should be corrected to have the correct amount (\$152.50) stated in the body of the policy.

6. Subject to these comments and recommendations, payment to Mrs. Jewell M. Bills Page (Formerly Jewell M. Bills) and her husband Nelson D. Page, of the net amount due under the contract, is approved. The Policy of Title Insurance and the Executed Warranty Deed are returned herewith, the copy of contract being retained for our files.

* * *

Dupl. ✓

Encls. Title Policy 39384
Warranty Deed

CC: Chief Engineer
Commissioner

J

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

738 Amarillo Building
Amarillo, Texas

November 14, 1941

From District Counsel

To Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of title to land described in Contract No. 116r-1501 dated October 29, 1940 with Jewell M. Bills; area 3.91 acres; consideration \$152.50 for Riverside Canal Extension - Rio Grande project.

1. I have examined Policy of Title Insurance No. OT 39384 C/15124 issued by the Commercial Standard Insurance Company, Fort Worth, Texas, countersigned at El Paso, Texas, the 23rd day of October, 1941 - Pioneer Abstract & Guarantee Title Company By H. E. Newman, Agent, President; Attest By H. L. McCune, Asst. Secretary, 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) Restrictive covenants affecting the property above described.
- (b) Any discrepancies in area and boundaries which a correct survey would show.
- (c) Rights of parties in possession

3. The following instructions are given relative to the above exceptions:

(a) No restrictive covenants are contained in the Warranty Deed, hence this qualification may be disregarded.

(b) 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. No additional action is necessary.

(c) The certificate dated October 29, 1940, and the Form 7-281, 'Report of Land covered by Purchase Contract, both executed by Geo. W. Hoadley, of your office, indicate an inspection of the land which showed that no persons claiming a right in such land adverse to the proposed grantors' rights, were in possession of any part of it, therefore this exception may be disregarded.

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

APR 11 1941

Denver, Colorado,
April 8, 1941.

Mr. Thornton Hardie,
Attorney at Law,
El Paso, Texas.


Dear Mr. Hardie:

As my return to El Paso will be delayed somewhat longer than first expected, there has been forwarded to me your letter of March 19, relating to a certain land purchase contract between the United States and Jewell M. Bills. With your letter you enclosed a copy of the Pioneer Abstract Company's preliminary title statement dated March 6, together with an instrument executed by Mr. Clyde Nebus, guardian, and one executed by Mr. Harry Barnett.

With reference to your suggestion that the United States should arrange to pay the fees incident to the proposed recording of these instruments necessary to show a clear title in the vendor, I know of no authority under which that could be accomplished. While I do not have before me a copy of the land purchase contract here involved, I assume it follows the usual form and, if so, according to my recollection, it would provide in substance that the vendor would procure and have recorded without cost to the United States all assurances of title necessary and proper to show in the vendor a fee simple unencumbered titled. My recollection is that this clause is contained in article 5 of the usual contract form.

It is suggested that you take up this matter with Mr. L. R. Flock, Superintendent of the Rio Grande Project, Bureau of Reclamation, 211 United States Court House, El Paso, Texas, who will be in a position to advise you regarding such negotiations as may have been had for the purchase of the land involved. The Pioneer Abstract Company's title statement and the above mentioned instrument are being returned to you with this letter.

Very truly yours,


H. J. S. Devries,
District Counsel.

Encls.

CC-Supt., El Paso ✓

JONES, HARDIE, GRAMBLING & HOWELL

ATTORNEYS AND COUNSELORS AT LAW

SEVENTH FLOOR, BASSETT TOWER

EL PASO, TEXAS

CYRUS H. JONES
THORNTON HARDIE
ALLEN R. GRAMBLING
BEN R. HOWELL
WILLIAM B. HARDIE

April 15, 1941.

Mr. H. J. S. Devries,
District Counsel,
Bureau of Reclamation,
210 U. S. Courthouse,
El Paso, Texas.

Dear Sir:

I have for attention your letter of April 8, 1941, with reference to the proposed purchase of land by the United States from Mrs. Jewell M. Page, formerly Jewell M. Bills.

Mrs. Page says that she does not remember having executed any land purchase contract, and does not have any such contract in her possession or any copy of it, if there is one. She says that her understanding with Mr. Hoadley, the representative of the Government who discussed the matter with her, was that she would not be required to go to any expense, and that the \$152.50 would be net to her. She told us this in the first instance, and based upon that statement we prepared a petition in the estate of each of her children and obtained an order from the court in each estate authorizing the guardian to accept \$152.50 in behalf of all of these minors in consideration of a release of this particular tract of land from the liens securing the payment of notes held by the Guardian for the benefit of these children. This was considerable expense to the estates of the three children, and under the order of the Court the Guardian can only release the lien upon the receipt of the \$152.50 net.

In view of the circumstances, if the United States is unable to pay the recording fees for these various instruments which in the aggregate would be only a few dollars, then the United States will have to institute condemnation proceedings. As a practical matter, it would seem to be much simpler, to me, for the United States to pay these incidental expenses.

Yours very truly,



TH/R.
c.c. Mr. L. R. Fieck,
211 U. S. Courthouse,
El Paso, Texas.
c.c. Mrs. Nelson D. Page

U S BUREAU OF LAND MANAGEMENT
EL PASO, TEXAS
MAR 10 1941

NO.	FILED	BY	DATE

M. J. Devries

210 United States Court House
El Paso, Texas

March 8, 1941

Mrs. Jewell M. Bills,
Fabens, Texas.

Dear Madam:

Reference is made to the land purchase contract dated October 29, 1940, between you and the United States, covering 3.91 acres in Tract 2, Block 42, San Elizario Grant.

A preliminary title opinion dated March 6, 1941, has been received from the Pioneer Abstract & Guarantee Title Company, a copy of which is enclosed, in which they point out certain things necessary to be done to put the title in condition satisfactory to them for the issuance of a title insurance policy. When these matters have been taken care of, will you please advise me, at which time a warranty deed form will be sent you for execution.

Very truly yours,

H. J. S. Devries,
District Counsel.

cc - Supt., El Paso ✓

Riverside Canal Extension
Plat No. 6

A tract of land lying and situate in El Paso County, Texas, and in the South half ($S\frac{1}{2}$) of Section thirty-one (31) Township thirty-three (33) South, Range eight (8) East, Bureau of Reclamation Survey being also within surveys 96 and 97 of the Mainland San Elizario Grant and in tract two (2) Block forty-two (42) 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 southerly line of tract two (2) Block forty-two (42) of said official resurvey of the San Elizario Grant with the southerly right of way line of the Quadrilla Intercepting Drain, said point being on a curve of one thousand five hundred eleven and ninety-five hundredths (1511.95) feet radius and the tangent to the curve at said point has a bearing South eighty-five degrees (85°) twelve minutes ($12'$) six seconds ($6''$) West and from which point the southeast corner of tract two (2) Block forty-two (42) of said official resurvey of the San Elizario Grant bears North seventy-eight degrees (78°) fifty-seven minutes ($57'$) East two thousand eight hundred six and seven tenths (2806.7) feet; thence along the southerly line of said tract two (2) South seventy-two degrees (72°) forty-five minutes ($45'$) West three hundred forty-five (345) feet, South eighty-eight degrees (88°) forty-eight minutes ($48'$) West one hundred forty-three and eight tenths (143.8) feet, North seventy-two degrees (72°) four minutes ($4'$) West six hundred twenty-six and three tenths (626.3) feet and North sixty-nine degrees (69°) one minute ($1'$) West one hundred sixty-three (163) feet to a southwesterly corner of said tract two (2); thence along a westerly line of said tract two (2) North no degrees (0°) fifty minutes ($50'$) East two hundred sixty-two and eight tenths (262.8) feet to a point on the southerly line of tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant; thence along said line North seventy-three degrees (73°) forty-six minutes ($46'$) East thirty-five and six tenths (35.6) feet to a point from which the Southeast corner of tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North eighty-four degrees (84°) twenty-nine minutes ($29'$) East one thousand nine and two tenths (1009.2) feet; thence South sixty-five degrees (65°) five minutes ($5'$) thirty-five seconds ($35''$) East fifteen and one tenth (15.1) feet to a point on the southerly right of way line of the Quadrilla Intercepting Drain, said point being on a curve of one thousand five hundred eleven and ninety-five hundredths (1511.95) feet radius and the tangent to the curve at said point has a bearing South forty-six degrees (46°) twenty-two minutes ($22'$) fifteen seconds ($15''$) East; thence along the southerly right of way line of said Quadrilla Intercepting Drain and to the left along said curve of one thousand five hundred eleven and ninety-five hundredths (1511.95) feet radius a distance on the arc of one thousand two hundred seventy-seven and nine tenths (1277.9) feet to the point of beginning, said tract of land containing three and ninety-one hundredths (3.91) acres, more or less, all as shown on plat attached hereto and made a part hereof.

Correct as to Engineering Data A. O. A.

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. Hoadley

Notary Public

in and for said county, in the State aforesaid, do hereby certify that Jewell M. Bills, a single woman

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

(b) I further certify that I did examine the said Jewell M. Bills, a single woman, 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 29th day of October 1940

[SEAL] Geo. W. Hoadley Notary Public in and for El Paso County, Texas My commission expires 6/1/41

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas COUNTY OF El Paso

I hereby certify that this instrument was filed for record at my office at 3:45 o'clock P.M., Jan 21, 1940 and is duly recorded in Vol. 680 of Deed Records

Page No. 539

P.D. Lurvey

County Recorder

By Mrs J.W. Morrow Deputy

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 an exact copy of a contract made by me, personally, with Jewell M. Bills, a single woman that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Jewell M. Bills, a single woman, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

L. R. Flock

Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 29th day of October 1940, A. D. 1940

Geo. W. Hoadley

Notary Public in and for El Paso Co. Texas

[OFFICIAL SEAL]

My commission expires 6/1/41

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,

L. R. Flock

By _____
Superintendent, Bureau of Reclamation.

Witnesses:

P. O. Address _____

P. O. Address _____

P. O. Address _____

P. O. Address _____

Approved:

(Date) _____, 193

Jewell M. Bills

Vendor.

Vendor.

Tabens, Texas

Vendor.

P. O. Address _____

~~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 later be attended by the Vendor to include each instrument subsequently recorded in connection herewith, including the conveyances 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 prepared by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property of the United States. In the event that a full and correct abstract of title covering said property, the same shall be ordered under this contract and the cost thereof shall be charged 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

One Hundred fifty-two and 50/100 - - - - -

dollars

(\$ **152.50**), 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 **November 15th, 1940** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **November 15th, 1940** ; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of **twelve** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

6-5068

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,

File

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **29th** day of **October**, **1940**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto between the UNITED STATES OF AMERICA, hereinafter styled the United States, ~~by~~ **represented by the officer executing this contract**

~~of the Rio Grande Irrigation Project, District of New Mexico, and~~
and **Jewell M. Bills, a single woman**

and ~~Jewell M. Bills~~, hereinafter styled Vendor,
of **Fedens**, 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

h or 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