

780

BURRUS, LOUIS, et. ux., Clemence Ubrick

WARRANTY DEED

JUAN DE HERRERA LATERAL "C"

0023-0079-0002-00

13-(2) Texas

78

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, Louis Burrus and Clemence Ubrick Burrus, husband and wife,
of the County of El Paso, State of Texas, in consideration of the sum of
Three Hundred Twenty-seven and 0/100 (\$327.00) DOLLARS,

to us in hand paid by the United States of America, pursuant to the
provisions of the Act of Congress of June 17, 1902 (32 Stat. 388),
the receipt of which is hereby acknowledged
ha ve 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~~ ~~XXXX~~ ~~XX~~, 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:

Situated about one and one-half miles southeast of the town of Ysleta,
Texas, in the northeast quarter of section six (6), township thirty-two
(32) south, range seven (7) east, United States Reclamation Service sur-
vey, being also in the Ysleta and Socorro town grants, and containing
three and twenty-seven hundredths (3.27) acres, more or less, and be-
ing more particularly described in the blueprint attached hereto and
made a part hereof;

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

The United States of America and its

~~hereby~~ assigns forever; and we do hereby bind ourselves, our heirs, executors and adminis-
trators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America and its

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

WITNESS our hand at El Paso, Texas, this 25th day of

September A. D. 191 8.

Witnesses at Request of Grantor

A H Goldstein

LOUIS BURRUS

CLEMENCE UBRICK BURRUS

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME, A Notary Public

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

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 September A. D. 1918

A H GOLDSTEIN

Notary Public.

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME, A Notary Public

in and for El Paso, County, Texas, on this day personally appeared
Clemence Ubrick Burrus wife of Louis Burrus

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

Clemence Ubrick Burrus 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 September A. D. 1918

A H GOLDSTEIN

Notary Public.

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 September, A. D. 1918 with its certificate of authentication, was filed for record in my
office this 30 day of Sept A. D. 1918, at 4.19 o'clock P M. and duly recorded
the 4 day of October A. D. 1918 at 10.20 o'clock A M. in the records of
said County, in Volume 324 on pages 297

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.

By Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

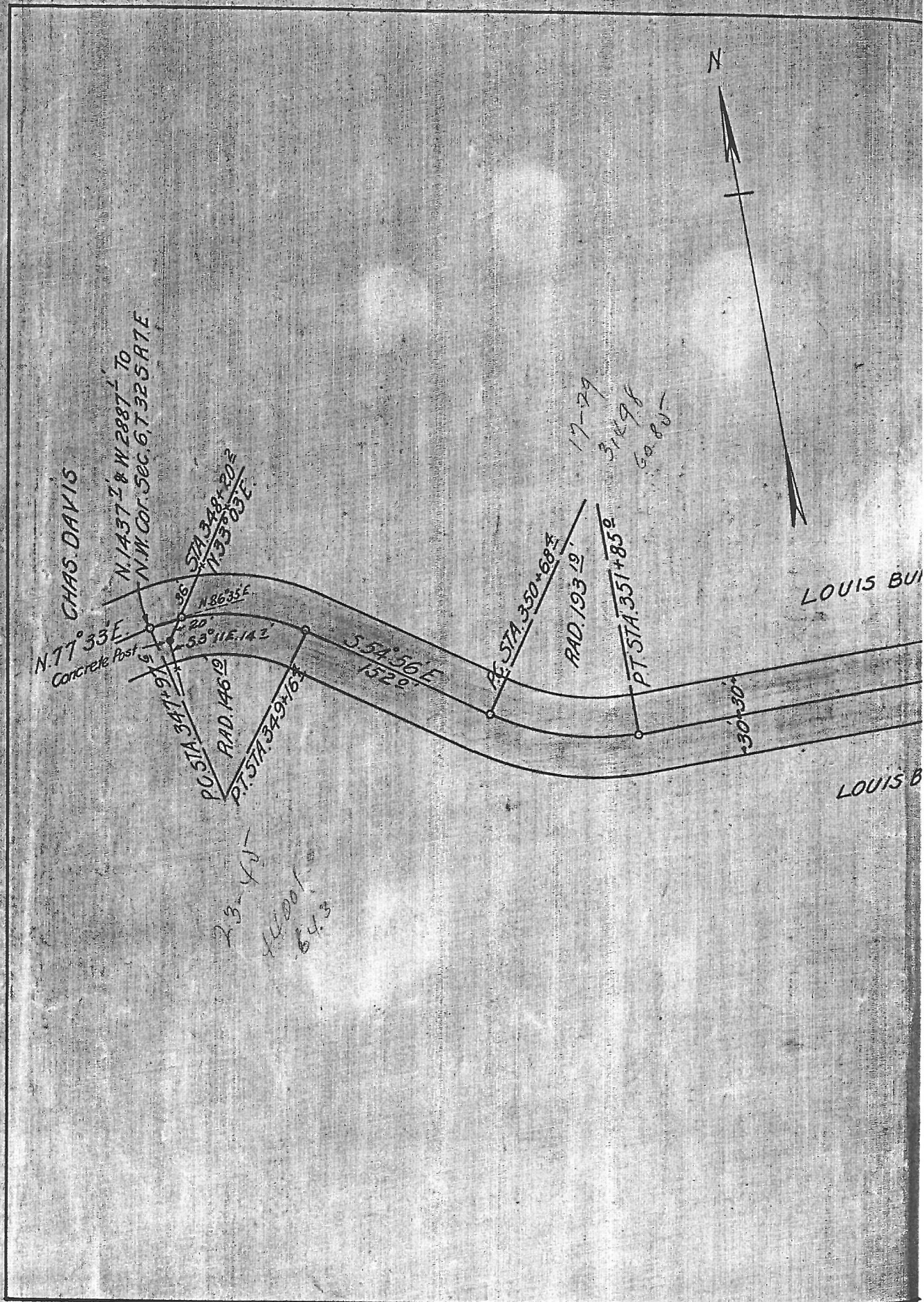
Filed for record 191

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO



N

17-29
34498
50.80

PT. STA. 350+68.3
RAD. 193.19'

PT. STA. 351+85.2

LOUIS BURRUS

5.89°54'E 484.3'

30°30'

LOUIS BURRUS

STA. 357+22.3
COUNTY
STA. 356+69.2

53°

537°09'E
ROAD
537°49'E

S. 89° 54' E 784.8

S. 86° 04' E
129.1

P.C. STA. 365+07.3

RAD 1432.63

P.T. STA. 366+03.1

RIGHT OF WAY
THROUGH PROPERTY OF
LOUIS BURRUS

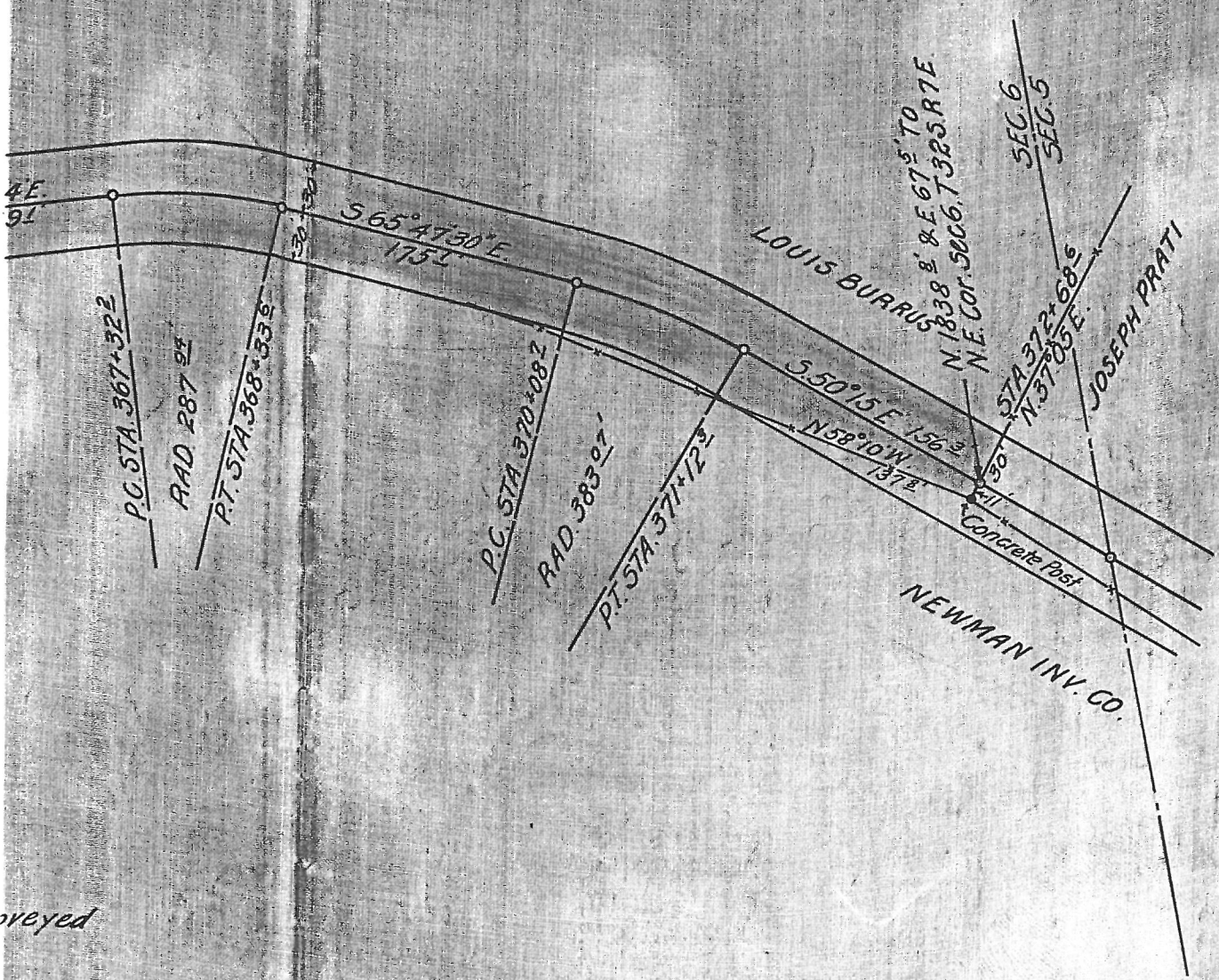
3.27 Acres

In the N.E. $\frac{1}{4}$ Sec. 6, T. 32 S. R. 7 E.
U.S. R.S. Survey, Ysleta & Socorro Grants,
El Paso County Texas.

LEGEND

R/W To be Conve,

W.D. 9/25/18
Recorded 10/4/18
Book 324 Page 297



veyed

SCALE 1"=100'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIOGRANDE PROJECT N.M.-TEX. JUAN D'HERRERA LATERAL RIGHT OF WAY	
Drawn A.O.D. Checked	Recommended Approved
897L61	El Paso, Tex Feb. 12/18

*See wire 4/25-19. Anna
Vineyard purchase*

El Paso, Texas, May 5, 1919.

From: District Counsel P. W. Dent,

To : Chief Counsel, Washington.

Subject: Legal requirements in reference to voucher No. 1028, Fiscal year 1919, accounts of L. S. Kennicott, in favor of Louis and Clemence U. Burris in the net sum of \$314.60, Rio Grande project.

1. In letter of April 21st it was stated that there was no tax certificate accompanying the papers in above case. On April 25th I wired regarding this and stated that tax certificate had been duly furnished and transmitted with the papers. I have heard nothing further in regard to the matter and should be glad to be advised whether or not the tax certificate has been located. I personally checked these papers in the absence of Mr. Harvey and am sure that the tax certificate was duly furnished and transmitted with the other papers and the fiscal agent, Mr. Kennicott, ~~states~~ that he distinctly remembers that the certificate was furnished. I am, therefore, rather curious to know what happened.

2. I note the statement that the engineering data of the deed have not been compared and initialed, but that this defect will be waived in the present case, etc. I know of no instructions or regulations requiring engineering data to ~~be~~ checked and initialed in a case of this kind. When preliminary agreements are prepared, or a donation deed is executed where the description is prepared in the first instance, such checking of engineering data might be said to be required by page 255 of the Manual; but for eight or nine years the practice here has been not to have the deeds so checked and initialed in cases of this kind, unless the description in the deed is different from that in the agreement, since this would be a needless duplication of work on the part of the engineers. The copying is compared, just as any other typewritten matter, but I know of no regulation requiring or reason why the time of the engineers should be taken up in this manner. As a matter of safety where the description is long and complicated or differs from that in the agreement, we have had the engineers check and initial, but I see no necessity for doing so in the present case in view of the extremely short and simple description, which is the same as that in the agreement. If there are any regulations requiring this, I should be glad to have them called to my attention.

PWD

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

From Chief Counsel

APR 21 1919

To District Counsel, El Paso, Texas.

Subject: Legal requirements in reference to Voucher No. 1028, Fiscal Year 1919, Accounts of L. S. Kennicott in favor of Louis and Clemence U. Burrus in the net sum of \$314.60, Rio Grande Project.

1. In examining the above voucher and related papers for legal requirements, it is seen that there is no certificate in regard to the tax status. Such a certificate is required by the Chief Counsel's letter of June 26, 1918.

2. It appears that the engineering data of the deed has not been compared and initialed, but that defect will be waived in this case, with the understanding that the waiver shall not serve as a precedent.

W. B. King

*See Anna Vinyard for
wire in answer. (Jsla Latrod)*

CPH:T

El Paso, Texas,
Dec. 27, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is Pioneer abstract No. 1353 relating to the Louis Burrus purchase in the Ysleta Grant, about which we wrote you on December 16th.

We trust that this abstract will facilitate getting our title guaranty.

Yours very truly,

C.F.HARVEY

Enc 1.

Assistant District Counsel.

El Paso, Texas,

Dec. 20, 1918.

County Clerk,
El Paso County,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
warranty deed dated December 19, 1918, running from
Louis Burrus and wife to the United States of America.

Yours very truly,

C.F. HARVEY

Enc 1. Assistant District Counsel.

Contract dated Aug. 24, 1918.

El Paso Valley Mesa Drain.

El Paso, Texas.
Dec. 16, 1918.

Stewart Title Guaranty Co.,
Two Republics Building,
El Paso, Texas.

Gentlemen:

Enclosed is blueprint showing right of way for the Mesa Drain, which the United States is going to acquire from Louis Burrus. This land is in an unnumbered survey of the Ysleta Grant and lies about 2 miles North of Belen, Texas, near the line between Ysleta and Socorro Grants. The consideration to be paid to Mr. Burrus is \$357.00. We are today preparing a warranty deed carrying this amount and will have Mr. Burrus execute it and we will get it recorded without delay.

Kindly furnish title guaranty for this transfer.

Yours very truly,

C. F. HARVEY

Enc 1. Assistant District Counsel.

Law Office
Goldstein & Miller
El Paso, Texas

A.H. GOLDSTEIN
W.E. MILLER

December 4, 1918.

Mr. C. F. Harvey,
Ass't District Counsel, U.S.R.S.,
Mills Building, El Paso, Texas.

Dear Sir:

We have your letter of the 3rd inst. in reference to the Louis Burrus matter. We regret very much that Mr. Burrus has failed to comply with his promise to call by our office with his old tax receipts so that this matter could be adjusted. Our experience with him is that he does not go to the post office, and it is therefore very likely that he has never received the letter which you wrote him on September 18. He had never spoken to us about the El Paso Valley Mesa drain matter. We should like very much to get the entire matter settled, for we have assumed the responsibility of permitting to be placed of record a release of a lien securing an indebtedness which has not been paid, anticipating that Mr. Burrus would make payment upon settlement with you. If you have any agents engaged in work in the vicinity of Burrus's home, it would probably facilitate matters to send a note to his house, or at your suggestion we would be glad to write a letter to him, to be delivered by your agent. We are sorry that we cannot offer any better suggestion in reference to the matter.

Yours truly,

AHG/s

W.E. Miller

El Paso, Texas,
Dec. 3, 1918.

Messrs Goldstein & Miller,
First Natl. Bank Bldg.,
El Paso, T e x a s.

Gentlemen:

We note your letter of November 9th advising that Mr. Louis Burres was expected to submit his tax receipts in order that this office might certify as to the payment of taxes on land involved in the right of way purchase for \$327.00. As yet we have no further advices. It is possible that you may be able to hurry Mr. Burres up on this matter.

This office also has pending with Mr. Burres a contract for purchase of right of way for the El Paso Valley Mesa Drain for a consideration of \$357.00. We cannot also handle this purchase without title guaranty and wrote Mr. Burres to this effect on September 18th. We have heard nothing from him in regard to this particular transaction and are inclined to think that he believes we are handling this purchase as well as the one for \$327.00 together. We have no doubt that Mr. Burres wants to go ahead and secure title guaranty for the second purchase herein mentioned. This we will be pleased to do and are writing you as we assume you are in a position to handle for him both matters.

Yours very truly,

C. F. HARVEY

Assistant District Counsel.

*Burres
Called at office
12/16-18
Tax receipts, and
stated to order
title guaranty*

Law Office

Goldstein & Miller

El Paso, Texas

A. H. GOLDSTEIN
W. E. MILLER

November 9, 1918.

Mr. C. F. Harvey,
Ass't. District Counsel,
U. S. R. S., Mills Bldg., El Paso.

Dear Sir:

As requested, we have obtained and herewith hand
you duplicate affidavit of possession, from Louis Burrus, con-
cerning the property which he has conveyed to the United States.
Burrus is of the opinion that he has paid some of the taxes which
appear to be delinquent, and for that reason stated that he wanted
to look up his receipts. We expect him in in a few days with such
receipts as he has, and will then check the matter up and arrange
to have the taxes cleared up and report to you further on the sub-
ject.

Yours truly,

Lawrence T. MacCie

AHG/s

El Paso, Texas, November 2, 1918.

Goldstein & Miller,
First National Bank Building,
El Paso, Texas.

Gentlemen:

Again referring to the Louis Burrus transfer, we have to-day made personal inquiry and learn that his taxes are not paid.

We have not a statement of what is due and unpaid, but if Mr. Burrus does not wish to attend to this matter we could secure such statement and pay the taxes and make proper deduction therefor upon final settlement. We would not, of course, care to do this unless the transaction was specially authorized, and it would perhaps be better if Burrus or yourselves acting for him got the tax statement and found it correct before it was turned over to us for payment. The consideration to be paid is \$327, less \$10 for title guaranty, and this will undoubtedly be ample to take care of the taxes.

Awaiting your further advices,

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, November 1, 1918.

Goldstein & Miller,
First National Bank Building,
El Paso, Texas.

Gentlemen:

We have your letter of October 30 in regard to the Louis Burrus land. The certificate as to possession is missing from our files and we cannot find it, so are inclosing another one, which we trust you will have executed.

We will hold voucher closing the transaction in this office and advise you when it is ready for payment. At that time, which should be within a few days, you can notify Burrus, whose wife must also sign, to call at our office and sign the voucher, with his wife, and check will then be drawn and delivered at the same time and when you may be present. This morning we received the title guaranty, so the only matters now needing attention are the possessory certificate and taxes, the latter to be looked up to-day by this office.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, November 1, 1918.

Stewart Title Guaranty Company

El Paso, Texas.

Gentlemen:

With regard to your bill for title guaranty for the Burrus land, we are returning this in order that the charge for filing the three instruments may be transferred to the Reclamation Service account with the County Recorder. Please render bill for only the title guaranty

We take it that these three items include the warranty deed running to the Government and two releases that were necessary in order to remove liens. Will you please advise us which portion of the total charge of \$2.75 is for the deed and which for the releases. This is necessary as the United States will pay for recording the deed, but will make a deduction from Burrus settlement for the releases.

Thanking you,

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

Law Office
Goldstein & Miller
El Paso, Texas

A.H. GOLDSTEIN
W.E. MILLER

October 30, 1918.

Mr. C. F. Harvey,
Asst. District Counsel,
U. S. Reclamation Service,
Mills Bldg., El Paso, Tex.

Dear Sir:

We have your letter of the 28th inst., on the subject of the Louis Burrus land, with which you enclosed affidavit of possession. You will recall that you previously furnished us with such a form of affidavit, and we procured Louis Burrus to execute the same and returned it to you with our letter of September 30th. If you do not find this original affidavit, please advise us further and we will endeavor to obtain the second form which you sent us to be executed.

We note that you will investigate in reference to the taxes. We believe that Burrus has been paying his taxes regularly, but we have no personal knowledge on this subject. In the event we can be of assistance in connection with the matter, we will be glad to do so.

We have delivered to the El Paso Title Company two releases, in order to remove apparent liens from this title. The notes covered by one of the releases have been paid in full, but the note covered by the other thereof has only been partially paid, and it is Burrus' intention to pay the balance with the money that he receives from the Government. We have confidence in Burrus' integrity, but not in his business ideas. We therefore request that you advise us when you have the check ready for Burrus, and that you deliver it to him in El Paso after we have had the opportunity of accompanying him to your office to receive the same, or that you mail it to him in our care.

Yours truly,

AHG/s

Goldstein & Miller

El Paso, Texas, October 28, 1918.

Mr. A. H. Goldstein, Attorney at Law,
First National Bank Building,
El Paso, Texas.

Dear Sir:

Referring further to the Louis Burrus land transfer, you are advised that the title guaranty does not cover adverse possession or taxes.

As to the possession of the land, we have been using the attached form of affidavit, which may be signed by the grantor or other person who has knowledge of the recent possession of the land. We have left blank the place where the number of years is to be inserted, but would like to have the affidavit cover a ten-year period if possible. If Mr. Burrus can sign this certificate, we will file it with the rest of the necessary papers.

As to taxes, this matter will, as stated in our letter of September 18 to Burrus, be looked up, as this office has to certify to the taxes being paid up to date of the conveyance. We have not had opportunity to do this yet, but trust the taxes are paid, as this being the fact will of course facilitate closing the transaction.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

Fees \$

25

RECEIVED for record the following Instrument:

No.

5944

Leona Bernard, Clerk, to, H. D. G.

El Paso, Texas,

Sept 30 1918

W. D. GREET,

Clerk of the County Court, El Paso County, Texas

By

W. D. Edwards

Deputy

RETURN THIS RECEIPT

Law Office
Goldstein & Miller

El Paso, Texas

A.H. GOLDSTEIN
W.E. MILLER

September 30, 1918.

Mr. C. F. Harvey,
Ass't District Counsel,
U. S. Reclamation Service,
Mills Bldg., El Paso, Tex.

Dear Sir:

Herewith we hand you the affidavit of possession of Louis Burrus, from which you will see that the writer was mistaken in his belief that Burrus had not been in possession of this land for ten years, it appearing from the affidavit that Burrus bought it and has been in possession of it since 1906. We herewith hand you the receipt of the clerk for the deed from Burrus, which we have this day filed for record, and which the clerk states will be ready to deliver to you by Thursday the 3rd inst.

Yours truly,

Goldstein & Miller

AHG/s

CH

El Paso, Texas, September 28, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated September 25, 1918, running from Louis Burras and wife to the United States. Extra blueprint inclosed.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

CH

El Paso, Texas, September 18, 1918

Mr. Louis Burras,

Ysleta, Texas.

Dear Sir:

You are informed that the contract dated August 24, 1918, in which you agreed to convey to the United States a certain right of way for the El Paso Valley mesa drain, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guaranty Company to accept their guaranty contracts instead of making our own examination of title. The charge for this guaranty will be \$10, and it is thought that you would prefer to take advantage of this method than to pay for an expensive abstract. Kindly indicate your wishes and we will proceed with the transaction.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when the deed is recorded a check can be drawn in payment of the amount due you.

The matter of taxes will be the subject of investigation, as same must be paid up to date before we can accept your deed. We are therefore calling this to your attention in order that you may take steps to pay your taxes if they are now due and unpaid.

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Very truly yours,

C F HARVEY

Assistant District Counsel.

CH

El Paso, Texas, September 18, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated August 24, 1918, between Louis Burrus and wife and the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

September 14, 1918.

Director and Chief Engineer

Chief of Construction, Denver, Colo.

Agreement dated August 24, 1915, with Louis Burrus and wife for the purchase of 3.57 acres of land for right-of-way purposes, Rio Grande project.

1. By your reference dated August 30, 1918, this office is in receipt of the above-mentioned agreement transmitted with Project Manager's form letter of August 27, 1918.
2. The agreement has been approved and the original returned to the Project Manager for record and further appropriate action.
3. Article 1 of the agreement provides for the construction of a three-ton farm bridge at the expense of the United States, but the usual clause regarding maintenance of the structure by the vendor is omitted. In this connection attention is invited to letter dated April 6, 1918, from the District Counsel to Chief Counsel, subject "Proposed contracts for structures over irrigation and drainage ditches, Rio Grande Project," copy to D. C. in charge, to office reply of June 15, 1918, and to article 1a of agreement dated April 12, 1918, with Cooley and Peyton for purchase of right-of-way for El Paso Valley middle drain, and various other agreements submitted since April, 1918, covering purchases of rights-of-way on the Rio Grande project, involving the construction of bridges, flumes, etc., at the expense of the United States.
4. Hereafter the clause providing for maintenance by the vendor should be inserted in such agreements where it is necessary for the Government to perform work as a part of the consideration. (See page 219, par. 61 and p. 293 of Manual).

Copy to P.M., El Paso, Texas.
" " D.C., " " "



CH

El Paso, Texas, September 14, 1918.

Mr. Louis Burrus,
Care Miller & Goldstein,
El Paso, Texas.

P.O. Box 791

Dear Sir:

Pursuant to instructions given this morning by Mr. Goldstein on your behalf, we have ordered title guaranty for the land to be conveyed to the United States by yourself for the Juan d' Herrera laterals.

Inclosed is warranty deed, which please execute and return at your early convenience. Mrs. Burrus should, of course, join in this deed. It is necessary to put the deed on record before the title guaranty people can deliver their guaranty contract.

In this connection it is also necessary that the Reclamation Service secure a possessory certificate in the form inclosed. The place is left blank where the number of years is to be stated which yourself and predecessors in title have been in possession. We would like to cover a period of ten years, if possible, but you will please execute this affidavit according to your best personal knowledge in the premises.

Your careful attention to the above matters will facilitate prompt settlement of your claim.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

CH

El Paso, Texas, September 14, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

We would like to have title guaranty for land to be conveyed to the United States by Louis Burrus, as shown on the attached blueprint. Deed is being forwarded to this party for execution and it will at once be put on record.

This land is part of some fifty acres in Surveys 1, 11, and 12 of the Socorro Grant, being the same land that was conveyed to George Howland by Juan Armendariz (see book 16, pp. 246-247). Title also, apparently, passed through Julius T. Porcher before Burrus took possession. At present the Newman Investment Company hold the land to the south and Charles Davis the land to the west of the Burrus holding.

Kindly return the blueprint when you have finished with it.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

CH

El Paso, Texas, July 1, 1918.

Mr. Louis Burrus,
Ysleta, Texas.

Dear Sir:

You are informed that the contract dated June 11, 1918, in which you agreed to convey to the United States a certain right of way for the Juan d' Herrera canal, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guarantee Company to accept their guarantee contracts instead of making our own examination of title. The charge for this guarantee would be about \$10, and it is thought that you would prefer to take advantage of this method than to pay for an expensive abstract. Kindly indicate your wishes and we will proceed with the transaction.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when the deed is recorded a check can be drawn in payment of the amount due you.

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Very truly yours,

P W DENT CPH

District Counsel.

*This letter
ret'd. by P.W. to
Hoodley for
Personal
Delivery
8/2-18*

CH

El Paso, Texas, July 1, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated June 11, 1918, between Louis Burrus and wife and the United States.

An extra blueprint on cloth is also inclosed for your use in recording.

Very truly yours,

P W DEET CFH

District Counsel.

2 incls.

Affidavit as to Possession.

State of Texas, :
: ss.
County of El Paso, :

I, Louis Burrus, do solemnly swear that to my personal knowledge the land described in the contract dated June 11, 1918, made between myself and the United States of America, which land is located in NE¹ sec. 6, T. 32 S., R. 7 E., U.S.R.S. Survey,
~~being also in the Socorro and Ysleta town grants,~~
El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of twelve years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land. it was never in cultivation or actually occupied, so far as I know, prior to the time that I bought it. I purchased the land 1906.

LOUIS BURRUS

Subscribed and sworn to before me at El Paso, Texas, this
28 day of September, A. D. 1918.

(SEAL)

A H GOLDSTEIN

My commission expires
May 31 1919

Notary Public In and For
El Paso County, Texas.

. This is to certify that upon personal inquiry at the office of the El Paso County tax collector, made Dec. 16, 1918, I was informed that all taxes due upon the above described land were paid.

C F HARVEY

Asst. Dist. Counsel.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated June 11, 1918, with Louis Burrus and wife, is required for purposes authorized by the act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Juan d' herrera lateral system, a part of the Rio Grande project; that the consideration to be paid thereunder, \$327. is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

El Paso, Texas,
June 11, 1918.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, June 11, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Louis Burrus and wife, in NE $\frac{1}{4}$ sec. 6, T. 32 S., R. 7 E., U. S. Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

Geo. W. Hoadley

Field Assistant.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

June 11

1918, with

Louis Burrus and wife

for the purchase of land required for **Juan d' Herreras lateral system**

purposes, **Rio Grande** Project, **El Paso**

County, **Texas.**

1. State description and approximate area of land to be conveyed. **3.27 acres in NE $\frac{1}{4}$ sec. 6, T. 32 S., R. 7 E., U.S.R.S. Survey, El Paso Co., Texas.**

2. 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 have been issued.

Texas land.

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

**Louis Burrus and Clemence Ubrick Burrus, husband and wife,
of Ysleta, Texas.**

4. 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 the lease, and the date when the tenant is to give up possession.

Owners.

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

Land is subject to right of way by virtue of stock-subscription contract with water users' association.

6. State how much of the land is under cultivation, to what kinds 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 of the land, such as buildings; also the amounts and values of the several classes of land.

All under cultivation, in corn and alfalfa. No buildings on Government right of way.

Land is paid for at rate of \$100 per acre, or \$327 for 3.27 acres.

7. 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.

Land has water rights under Rio Grande project.

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

\$125 to \$175 per acre.

9. 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.

New lateral system is of general benefit to this and other lands in the vicinity.

The above is a correct statement of the information procured.

Dated **June 11, 1918**

191

(Signature) **GEO W HOADLEY**

(Title) ... **Field Assistant.**
In Charge of Negotiations.

Approved:

L M LAWSON

Project Manager.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses :

LOUIS BURRUS

CLEMENCE UBRICK BURRUS

Vendor.

L M LAWSON

For and on behalf of the United States.

STATE OF Texas
COUNTY OF El Paso } ss :

I, Geo W Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Louis Burrus
and Clemence Ubrick Burrus
who are personally known to me to be the person s whose name s subscribed
to the foregoing instrument, appeared before me this day in person and acknowledged that
they

signed, sealed, and delivered said instrument of writing as his their free and voluntary act,
for the uses and purposes therein set forth.

I further certify that I did examine the said Clemence Ubrick Burrus
separate and apart from her husband, and explained to her the contents of the
foregoing instrument, and upon that examination she declared that she did
voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not
not wish to retract the same.

Given under my hand and official seal, this 11th day of June, 191 8

[SEAL.]

GEO W HOADLEY

My commission expires June 1 /19

Approved _____, 191 _____

Project Manager

Approved May 27, 1910, by the
Secretary of the Interior.

Form 7-276
12-11

THIS AGREEMENT, made this 11th day of June
nineteen hundred and eighteen, between Louis Burrus
and Clarence Ubrick Burrus, his wife, of Ysleta, El Paso
County, Texas, for them sel. von, & c heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by
L. H. LAWSON, Project Manager, United States Reclamation Service,
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902
(32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land situated about one and one-half (1½) miles Southeast of Ysleta, Texas, in the Northeast quarter (NE¼) of Section six (6), Township thirty-two (32) South, Range seven (7) East, U. S. Reclamation Service Survey, in the Ysleta and Socorro Town Grants, containing three and twenty-seven hundredths (3.27) acres, more or less, and more particularly described in blue print hereto attached and made a part hereof.

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of \$ 327.00

dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until June 11-18 notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until June 11-18; except that the proper officers and agents of the United States may 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, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of 24 months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. 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 WITNES
and year first above

Witnesses:

of.....

of.....

of.....

of.....

STATE OF.....

COUNTY OF.....

I,.....

in and for said co.

who.....

to the foregoing

signed, sealed, and

for the uses and p

I further cert

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foregoing instrun

voluntarily sign,

not wish to retrac

Given under

[SEAL.]

My commissi

Approved

El Paso, Texas, Feb. 28, 1918.

Mr. C. C. Burrus,
Ysleta, Texas.

Dear Sir:

Upon your signing the agreement to sell, and having same acknowledged before a Notary Public, and delivering it to this office, the United States will construct the following turnouts to irrigate your land, at the places designated, as per your agreement with Mr. Easter.

1. Turnout box about 300 feet from the point at which we enter your land to water to the left.
2. About 400 feet from the same point, and to the right.
3. At the house, and to the right.
4. East of County road, and to the left.
5. If necessary, 1,000 feet east of County road and to the left.

The above turnouts to be connected up with your present ditches, across the borrow pits.

Very truly yours,

Project Manager.

1216 Mills Building,

El Paso, Texas, Feb. 16, 1918.

Mr. L. L. Burrus,
Ysleta, Texas.

Dear Sir:

The tract of land required by the United States (as shown on the enclosed plat) for the Juan d'Herrera Lateral, amounting to three and twenty-seven hundredths acres, has been appraised, and the United States will allow you for same at the rate of one hundred dollars the acre, the price agreed upon by the Board of Appraisers composed of a representative of the Reclamation Service and of the El Paso Valley Water Users' Association.

Please sign and have acknowledged before a Notary Public the enclosed agreement to sell, and oblige.

Very truly yours,

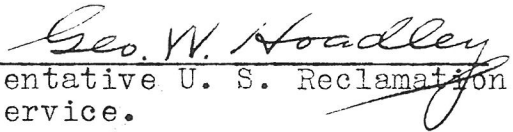
Project Manager.

Enc.

We, the undersigned members of the Board designated to fix the value of the land proposed to be purchased by the United States from L. BURRUS, as right of way for the JUAN D'HERRERA LATERAL SYSTEM, Rio Grande project, as shown upon agreement to sell hereto attached, find that the fair and reasonable value of said land and rights is \$ 100⁰⁰/100 the acre



Representative El Paso Valley,
Water Users' Association.



Representative U. S. Reclamation
Service.

El Paso, Texas,

2/15, 1918.