

BURRUS, LOUIS et. ux. Clemence Ubrick

WARRANTY DEED (31

MESA DRAIN

0023-0034-0017-00

13-(17) TEXAS

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 fifty-seven & no/100 (\$357.00) - - - - - DOLLARS,
 and other consideration mentioned in contract dated August 24, 1918,
 between the parties hereto.

to us in hand paid by The United States of America, pursuant to the Act
 of Congress of June 17, 1902 (32 Stat., 388) - - - - -

the receipt of which is hereby acknowledged
 ha. ~~we~~ 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 and of, all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as
 follows, to-wit:

A tract of land situated approximately two miles north of the
 town of Belen, Texas, in the east half and the northwest quarter of the
 northeast quarter of Section six (6), Township thirty-two (32) south,
 range seven (7) east, of the United States Reclamation Service Survey,
 being more particularly described as follows:

Beginning at the southeast corner of this tract, a point on
 the property line between grantor herein and the Newman Investment Company,
 from which point the northeast corner of said section six bears north
 15°23' east, 1705.1 feet; running thence north 82°50' west, 175.8 feet
 along said property line; thence north 39°48' west, 1319.6 feet; thence
 south 73°36' east, 215.7 feet along the property line between the grantor
 herein and Mrs. Margaret Buckler, to the northeast corner of this tract,
 from which the northeast corner of said section six bears north 62°06'
 east, 1430.7 feet; thence south 39°48' east, 1268.9 feet to the point of
 beginning, said tract of land containing three and fifty-seven hundredths
 (3.57) acres, more or less.

The grantor, for himself, his heirs, executors, successors and
 assigns, in consideration of the premises herein and the benefits to be
 derived therefrom, agrees that with reference to the three ton farm bridge
 to be constructed by the United States at Station 784 plus 0 of the Mesa
 Drain of the Rio Grande project, that he will at all times maintain said
 bridge in good condition and hereby releases the United States from all
 expense of or damage occurring from lack of proper maintenance.

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, its

heirs and 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, its

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

WITNESS our hand at El Paso, Tex this 19th
 December, A. D. 1918

Witnesses at Request of Grantor

Louis Burrus

Clemence Ubrick Burrus

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, Geo. W. Hoadley, 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 **19th** day of **December** A. D. 19**18**

(SEAL)

Geo. W. Hoadley,

My Com. Ex. June 1, 1919.

Notary Public, El Paso County, Tex.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, GEO. W. HOADLEY, Notary Public

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

Clemence Urick 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 Urick 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 _____ day of **December** A. D. 19**18**

My com. ex. June 1, 1919.

GEO. W. HOADLEY,

(SEAL)

Notary Public, El Paso County, Texas.

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 **19** day of **December**, A. D. 19**18** with its certificate of authentication, was filed for record in my office this **20** day of **December**, A. D. 19**18**, at **4.06** o'clock **P.** M. and duly recorded the **23** day of **December** A. D. 19**18** at **9.50** o'clock **A.** M. in the records of said County, in Volume **326** on pages **400**

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 **I. M. Woodard.**

Deputy.

*Louis Burrus &
Clemence Urick
Burrus to
United States
of America*

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record

at **4 06** o'clock **P.** M.

W. D. Greet

Clerk, County Court, El Paso County, Tex.

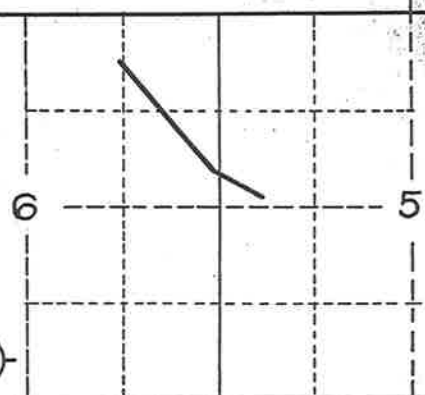
By

I. M. Woodard.

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

T31S
T32S



MRS.

BUCKLER

N62°06'E
1430.7

N15°23'E
1705.7

N6°50'W
2286.6

S73°36'E 215.7
791+50.5

L. BURRUS

R.O.F.W. 3.57A.
N39°48'W 1319.6

S39°48'E 1268.9
701.5

PT. 776+82.5

Δ = 20°46'
N = 1038.9
E = 2864.9

S82°50'E 1758
778+52

S50°11'E 8639
N39°48'W 757.2

THE GRANDVIEW REALTY CO.
R.O.F.W. 3.97A.
Q.C.D. 10/12/10
Recorded 1/6/10
BK 209 page 372



N60°34'W 402.5
N25°40'E 1462
N60°34'W 360.7
S28°17'W 803.0

R.O.F.W. 1.04A.
W.D. 3/4/10
Recorded 3/20/10
Book 329 Page 247
PC 766+442
W.D. 3/4/10
Recorded 3/20/10
Book 329 Page 247
764+16
763+81.2

J. PRATT

E.O. LOCHAUSEN

#30

SCALE 1"=500'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT NM, TEX.
EL PASO VALLEY DRAINAGE
MESA DRAIN
RIGHT OF WAY.

FIELD WORK, F.C.S.
DRAWN C.E.L.

900 148 EL PASO AUG 18

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **the 24th day of August** 191**8**, with

Louis Burrus and wife

for the purchase of land required for **El Paso Valley mesa drain**

purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and approximate area of land to be conveyed.
3.57 acres of land in E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ sec. 6, T. 32 S., R. 7 E., U.S.R.S. survey, El Paso County, 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 - no U. S. Public lands in this State.

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 wife, Yaleta, 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.

Owner; no leases.

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

Subject to right of way by virtue of stock-subscription agreement between landowners and local 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 in cultivation, growing alfalfa. No buildings.

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.

All irrigable under Rio Grande project water rights.

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

\$125 to \$200 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.

Canal is of general benefit; but in case of this particular purchase it cuts a relatively small holding in two.

The above is a correct statement of the information procured.

Dated **August 27, 1918** 191

(Signature) **GEO W HOADLEY**

(Title) **Field Assistant.**

In Charge of Negotiations.

Approved: **L N LAWSON**

Project Manager.

THIS AGREEMENT, made the 24th day of August,

nineteen hundred and eighteen, between Louis Burrus
and Clemence Ubrick Burrus, his wife, of Ysleta, El Paso
County, Texas, for them ves t oir heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L. M. 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 approximately 2 miles north of the town
of Belen, Texas, in the east half and the northwest quarter of the
northeast quarter of Section Six(6), Township Thirty-two(32) south,
Range Seven(7) east of the United States Reclamation Service Survey,
being more particularly described as follows:

Beginning at the southeast corner of this tract, a point on the
property line between Vendor herein and the Newman Investment Company,
from which point the northeast corner of said section six bears
North 15°23' east, 1705.1 feet; running thence north 82°50' west,
175.8 feet along said property line; thence north 39°48' west, 1319.6
feet; thence south 73°36' east, 215.7 feet along the property line be-
tween the Vendor herein and Mrs. Margaret Buckler, to the northeast
corner of this tract, from which the northeast corner of said Section
Six bears north 62°06' east, 1430.7 feet; thence south 39°48' east,
1268.9 feet to the point of beginning. Said tract of land containing
3.57 acres, more or less.

It is understood and agreed that there will be constructed by
and at the expense of the United States a three-ton farm bridge of
the standard design adopted and now being used on the Rio Grande
project, said bridge to be constructed at Station 784 plus 0 of the
mesa drain of the Rio Grande Project, and work thereupon shall be
commenced and completed within a reasonable time after excavation
of said drain at the point mentioned.

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 three hundred fifty-seven and 00/100 (\$357.00)

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

August 24, 1918,

notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until August 24, 1918,; 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 twenty-four 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).

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STATE

COUNTY

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foregoing

voluntarily

not wish to

Given

[SEAL]

My coi

Approv

Witnesses :

LOUIS BURRUS

of.

CLEMENCE UBRICK BURRUS

Vendor.

of.

L M LAWSON

For and on behalf of the United States.

of

STATE OF.....Texas

COUNTY OF El Paso

 $\{ss:$

I, Geo W Hoadley

Notary Public

in and for said county, in the State aforesaid, do hereby certify that Louis Burrus &
Clemence Ubrick Burrus, his wife,
 who are personally known to me to be the person s whose name s are 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 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 does not wish to retract the same.

Given under my hand and official seal, this 24th day of August, 1918

[SEAL.]

GEO. W. HOADLEY

Notary Public

My commission expires June 1st/19

Approved _____, 191_____

Affidavit as to Possession.

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

I, Louis Burrus, do solemnly
swear that to my personal knowledge the land described in the
Contract dated August 24, 1918, made be-
tween myself and the United States of America, which land is
situated in E $\frac{1}{2}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ sec. 6, T. 32 S., R. 7 E., United
States Reclamation Service survey

El Paso County, Texas, has been and is now held in actual, ex-
clusive, and continuous possession of myself and my predecessors
for a period of eleven years immediately pre-
ceding and including the date of said contract, and that no per-
son during any of this period held adverse possession of said
land.

LOUIS BURRUS

Subscribed and sworn to before me at El Paso, Texas, this
6th day of November, A. D. 1918.

(SEAL)

A H GOLDSTEIN

Notary Public In and For El
Paso County, Texas.

Notary Seal
Notary Seal

Inclusões:

(1949-1950) (1951-1952) (1953-1954) (1955-1956)

COPIES OF: [REDACTED] OF: [REDACTED]
COPIES OF: [REDACTED]

INCIDENTS:

It is recommended that the applicant be interviewed by the FBI.

Proportions trapped on leaves: (see p. 11)

~~SECRET~~

1,01026 ~~XXXXXXXXXX~~ 04, 9416000000.

(2) Confidential source not contain the above information as registered by a letter dated June 28, 1978.

17. 4. 11

5. The office from which this contract originates, should list all inclosures below.

it should be set out in a statement or certificate accompanying the contract.

3. The information requested in General Order 124 of March 23, 1916, and Amendment 1 thereof dated August 11, 1916, should be written in the space below, and any other special matter or information relative to the contract, should also be written in the space below, but if too long to write on this form,

be sent to the Denver Office.

2. The project or other office where the contract originates will transmit two copies of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.

DELETED INSTRUCTIONS: 10/10/10

(continued)

DELETED INSTRUCTIONS: MTBATED

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, August 27, 1918

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated August 23, 1918

El Grande

Project.

Executed by Louis Burro and wife.

With J. H. Dawson, Project Manager.

Estimated amount involved, \$ 337.00

(See Reverse, Par. 3.)

Purpose of agreement:

Purchase of right of way required for El Paso Valley main
drain. Structure named in contract will cost approximately
\$350.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager
at El Paso, Texas, and District Council

at El Paso, Texas, of the approval of the above.

Inclos.: Orig. & 3 copies contract,
Certificate of reconsecration,
Expt. on Land Agreement,
2 blueprints,
Expt. of Board of Appraisers.

J. H. Dawson

(Signature.)

Denver, Colo., August 30, 1918.

It is recommended that the above-described contract be approved.
See notation on reverse.

F. WALTER

Inclosures:

Orig. & 3 copies of contract.
" 3 copies of form letters of transmittal.
" report on land agreement,
" certificate of necessity,
1 blue print.

Acting Chief of Construction.

Orig. report of Board of Appraisers.

Washington, D. C., SEP 9 - 1918

Contract (and bond, if any), was approved by Morris Bion, Acting Director

SEP 9 - 1918

Original enclosed for record
and further appropriate action

on

SEPT '18 36264

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated August 24, 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 El Paso Valley mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$357, and the building of a farm bridge to cost approximately \$350, 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,

August 27, 1918.

We, the undersigned, members of a board designated to fix the value of the land to be purchased from Louis Burrus and wife by the United States for right of way for the El Paso Valley mesa drain, Rio Grande project, described in agreement to sell dated August 24, 1918, find that the fair and reasonable consideration to be paid by the United States if a money consideration of \$357 and the building of one bridge at a cost of \$350.

J A SMITH

Representative El Paso Valley
Water Users' Association.

GEO W HOADLEY

Representative U. S. Recla-
mation Service.

El Paso, Texas,

August 27, 1918.

El Paso, Texas,

March 19, 1919.

Mr. Louis Burrus,

Ysleta, Texas.

Dear Sir:

We are enclosing herewith voucher for the payment of \$347.00, the amount due you on land purchase for El Paso Valley Mesa Drain. The voucher formerly given you for signature has never been received and we ask that you and your wife kindly sign and return the enclosed voucher.

It is absolutely impossible for the Project Office to make payment to you of this amount until voucher is properly signed and returned.

Yours very truly,

P. H. DENT

By C. F. Har ey
District Counsel

Enc 1.

This is to certify that I have made personal examination of the El Paso County tax records, and find that on December 19, 1918, date of warranty deed running from Louis Burras and wife to the United States, conveying certain land in ^{SE} and ^{NE} ~~SW~~ sec. 6, T. 32 S., R. 7 E., U.S.R.S. survey, El Paso County, Texas, all taxes due and payable on said described land were paid in full.

C F HARVEY

Clerk.

El Paso, Texas,

February 28, 1919.

El Paso, Texas,
Jan. 22, 1919.

Mr. Louis Burrus,
Ysleta, Texas.

Dear Sir:

Enclosed herewith is voucher for the payment of \$347.00, which I ask that you and your wife kindly sign at the points marked X, and return to this office for further handling.

Yours very truly,

P.W.Dent.

Enc 1.

District Counsel.