

THE STATE OF TEXAS, }  
COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

We, **Joe. Barrera and Lucy Barrera**, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of  
- - - - - One hundred forty-one and 0/100 (\$141.00) - - - - - DOLLARS,

to ~~us~~ in hand paid by **the United States of America**, pursuant to the Act of  
June 17, 1902, (32 Stat., 388) and acts amendatory thereof or supplementary  
thereto

the receipt of which is hereby acknowledged

has ~~we~~ Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said  
**the United States of America**

~~by the United States of America~~, 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 approximately one mile Southeast of Yalata,  
Texas, in the North half of the Southwest quarter and the Southwest quarter  
of the Northwest quarter of Section 36, Township 31 South, Range 6 East,  
U. S. Reclamation Service survey, being also in the Yalata Town Grant and  
more particularly described as follows: Beginning at the most southerly cor-  
ner of the tract of land herein described which is a point on the property  
line between the land of the Grantors herein and L. M. Stiles; from which  
point the Southwest corner of said Section 36 bears South 33°44'41" West  
two thousand five hundred fifty-six and six tenths (2556.6) feet; thence,  
North 37°11' West 620.97 feet to point on property line between land of the  
Grantors herein and A. E. Bartlett; from which last named point the Southwest  
corner of said Section 36 bears South 21°44'16" West two thousand eight hun-  
dred twenty-one and fifteen hundredths (2821.15) feet; thence North 21°41'  
East one hundred three and forty-four hundredths (103.44) feet along said property line  
to southwesterly right of way line of thirty-foot county road parallel to  
G.H. & S.A. RR; thence South 37°11' East, six hundred eighteen and forty-seven  
hundredths (618.47) feet along said right of way line of county road to  
intersection with property line between land of the Grantors herein and L. M.  
Stiles; thence South 20°31' West one hundred four and seventy-five hundredths  
(104.75) feet along said property line to point of beginning; said tract of  
land containing one and twenty-six hundredths (1.26) acres more or less.

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

WITNESS hand at El Paso, Texas, this thirtieth day of  
September, A.D. 1920,

Witnesses at Request of Grantor  
U. L. Loc. Lev. stamp 60 cents  
affixed as needed.

JOE BARRERA  
LUCY BARRERA

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME, Bernabe Flores, a Notary Public,

in and for El Paso County, Texas, on this day  
personally appeared Jos. 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 pur-  
poses and consideration therein expressed.

Given under my hand and seal of office, this thirtieth day of September A. D. 1920

(SEAL)

My com. exp. June 1,  
1921.

Bernabe Flores

Notary Public in and for El Paso  
County, Texas.

THE STATE OF TEXAS.

COUNTY OF EL PASO.

a Notary Public

Before me, Bernabe Flores

in and for  
El Paso County, Texas, on this day personally appeared Lucy 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 Lucy Burrus acknowledged such instru-  
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-  
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this thirtieth day of September A. D. 1920

(SEAL)

My com. exp. June 1,  
1921.

Bernabe Flores

Notary Public in and for 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 30  
day of September, A. D. 1920 with its certificate of authentication, was filed for record in my  
office this 2 day of Oct, A. D. 1920, at 10:10 clock A. M  
and duly recorded the 6 day of Oct, A. D. 1920, at 11:10 clock A. M  
in the records of said County, in Volume 389 on Pages 386

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

W D Greet

Clerk County Court, El Paso County, Texas.

By W A P--- Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

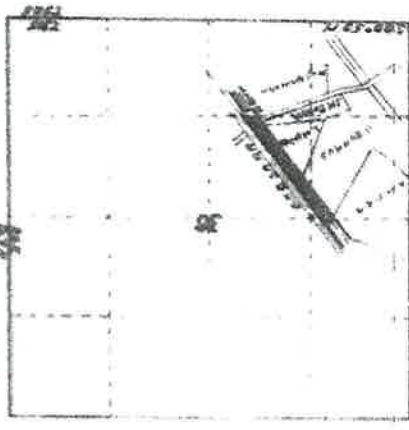
Filed for record 19

at o'clock M.

Clerk.  
County Court, El Paso County, Texas.

By Deputy.

EL PASO PRINTING CO. EL PASO



Location Plot  
S.B. 6, T. 51 S., R. 5 E.,  
U.S. S. SURVEY  
El Paso Co. Tex.

In the "Isle Town Group"

1/4 Sec. Line

EL PASO COUNTY  
(Old County Road)  
R. or W. 126 A.

A.E. BARTLETT

JOSEPH BURRUS  
R. or W.

DRAIN --- 1.26 A  
NEW COUNTY ROAD --- 0.43 A  
TOTAL --- 1.69 A

W.D. 9/30/20

Rev. 10/6/20

Bk 334 Pg 701

L.M. STILES

R. or W.

DRAIN --- 2.43 A  
NEW COUNTY ROAD --- 0.68 A  
TOTAL --- 3.11 A

W.D. 3/20/21

Rev. 4/12/21

Bk 473 Pg 500



SCALE 1" = 200'

DEPARTMENT OF THE INTERIOR	
UNITED STATES RECLAMATION SERVICE	
MEXICO - RIO GRANDE ADJUTANT-TERRAS	
EL PASO VALLEY DIVISION	
MIDDLE DRAIN	
RIGHT OF WAY	
Drawn by: [Signature]	Checked by: [Signature]
Revised by: [Signature]	Approved by: [Signature]
W.D. - 1-98	El Paso, Tex. 10-10-1920

N 9 31





AFFIDAVIT

STATE OF TEXAS

COUNTY OF EL PASO

Before me, the undersigned authority, this day personally came and appeared, Jon. Surrus, to me well known, and who after being by me duly sworn, did depose and say:

That he is over twenty-one years of age; that his postoffice address is Ysleta, Texas; that he is the same party who executed a contract with the United States, dated August 16, 1920, agreeing to convey to the United States a certain right of way containing 1.26 acres of land more or less, in the E<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and the SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> Section 36, Township 31 South, Range 6 East, U. S. Reclamation Service survey, El Paso County, Texas, being also in the Ysleta Team Grant and in said contract more fully described; and that prior to and including the date of said contract, for a period of ~~sixteen (16)~~ years, he, affiant, held actual, peaceable, adverse, continuous, exclusive, and hostile possession of the tract of land of which the said described right of way agreed to be conveyed to the United States is a part, claiming the said land under title.

Jon Surrus

Sworn to and subscribed before me the 30th day of September, A.D. 1920.

Bernabe Flores  
Notary Public in and for  
El Paso County, Texas.

My commission expires  
June 1st, 1921

Fees \$

1.00

EL PASO, TEXAS, Oct - 2nd 1920

RECEIVED for record the following instrument:

No.

28948, W/O for Benito to M S A.

*By Reclamation Service*

RETURN THIS RECEIPT

*Alameda*

W. D. GREET,

Clerk of the County Court, El Paso County, Texas

By

*[Signature]*

Deputy

El Paso, Texas, October 1, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Inclosed is warranty deed dated September 30, 1920, running from Joe. Duran et ux. to the United States and conveying the land for which we requested title certificate in letter of August 30, 1920. Letter of transmittal to the county clerk is also attached.

We trust you will now find good title vested in the United States and that the necessary certificate may issue at an early date.

Very truly yours,

P W DENT

District Counsel.

incls.

El Paso, Texas, October 1, 1920.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is war-  
renty deed dated September 30, 1920, running from Joe.  
Burris et al. to the United States.

Very truly yours,

P W BENT

District Counsel.

incl.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas,  
(Place)

AUG 20 1920  
(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated August 16, 1920.  
With Joe. Burns et al.

Estimated amount involved, \$ 212.00  
Accompanied by bond and 2 copies  
(Insert "Yes" or "No" bond) No bond.

Authority No. 6-6  
or Clearing Acct.

Purpose:  
Purchase of 1.86 acres of land for Middle Drain.

Advise Project Manager at El Paso, Texas,  
(Post office and State)

District Counsel at El Paso, Texas.  
(Post office and State)

and

execution

of the approval of the above, using extra copy hereof.

Inclosures listed on the reverse

L E LAWSON

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 524, Vol. I of Manual.

(Signature)

Denver, Colo. August 27, 1920.

The above described contract and bond, if any, approved  
August 27, 1920.

by R. P. Walter  
Acting Chief of Construction.  
~~ENCLOSURE~~

on Orig. contract returned herewith to  
P.M. for recording and further appre-  
priate action.  
Denver, Colo.

Chief of Construction to Director:

It is recommended that the above described contract be  
executed  
approved and bond if any approved.  
Inclosures:

ORIGINAL CONTRACT TO BE  
RETURNED TO PROJECT OF-  
FICE FOR RECORDATION AND  
FURTHER PROPER ACTION.

(Signature)

executed

Washington, D. C.

Contract approved and bond, if any, approved by

on

**Inclosures:**

Original and 4 copies of form letter of transmittal.  
Original and 3 copies of contract  
" " 1 certificate of recommendation.  
" " 1 Copy report on loan agreement.  
2 blueprints.

**Remarks:**

**INSTRUCTIONS.**

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 30-h, pp. 291-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.

2. The office in which the contract originates will transmit two (2) copies of this form in excess of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.

3. With every contract submitted, involving an expenditure, the authority number (Form 7-661) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 212, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.

4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, giving dates, stating whether a telegram or letter, and from and to whom.

5. The office in which this contract originates should list all inclosures in the space above.

6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.

7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

**THIS IS TO CERTIFY, in regard to a tract of land containing 1.26 acres purchased from Jos. Burrus of MX. under agreement to sell dated August 16, 1920, and the title guaranty issued in connection therewith dated October 2, 1920:**

**That the tax statement contained in the said title guaranty relates to the land a portion of which has been acquired by the United States under the above described agreement to sell, and that the statement therein as to the several acreages held and rendered by Jos. Burrus is interpreted, upon personal inquiry of the county tax collector, to mean that this party has paid in full all taxes assessed against him to date upon real estate in El Paso County.**

**El Paso, Texas.**

**P. DENT**

**District Counsel.**

**Inclosures with this land purchase are as follows:**

- Orig. contract to sell.**
- Title guaranty.**
- War. deed, with 1 copy and 2 blueprints.**
- Possessory certificate, and 1 copy.**
- Affidavit as to possession, with 1 copy.**
- 1 copy each letters from Chief Counsel April 11, 1918, and June 26, 1918.**
- Extra copy above certificate.**

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, August 16, 1920.

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 Jos. Barran et ux., in the North half of the Southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ ) and the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section thirty-six (36), Township thirty-one (31) South, Range Six (6) East, U. S. Reclamation Service Survey and being also in the Ysleta Grant, County of El Paso, State of 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. H. ADLEY  
Field Assistant.

## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **16th day of August,** 19 **20**, with

**Jos. Burras et ux.**

for the purchase of land required for **middle drain**

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

County, **Texas.**

1. State description and *approximate area* of land to be conveyed. **1.26 acres in N $\frac{1}{2}$  of SW $\frac{1}{4}$  and SW $\frac{1}{4}$  of NW $\frac{1}{4}$  sec. 36, T. 31 S., R. 6 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.

**Title is founded on Yalota (Mexican) Grant; no United States public lands in State of Texas.**

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.

**Jos. Burras; wife, Lucy Burras; P.O. address of both, Yalota, 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, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

**Owners, as above named. No tenants.**

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 Government right of way by reason of stock-subscription contract with water users' association (District); right of way not being invoked.**



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 corn. ) 1.25 acres land at \$100

\$125.00

No buildings.) Title certificate

15.00

Total amount to be paid

\$140.00

In view of the relatively small payment to be made in this case, it is impossible to burden landowner with cost of title certificate. Title certificate will be procured in lieu of purchasing abstract, as an abstract is already available, and purchase of another abstract for examination of title by officers of the Service would cost a great deal more than title guaranty.

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; all irrigated. Water rights same as are usual in El Paso Valley under Mc Grane project.

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

\$175 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.

Drain will be of general benefit to the community.

Dated El Paso, Texas, August 16 1920

(Signature) GEO W BOADLEY

(Title) Field Assistant.

*In Charge of Negotiations.*

Approved: L M LAWSON

*Project Manager.*

## INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1917 edition, pages 260-263.

1. As soon as possible after it has been ascertained that the property will be required, the project manager should forward to the director, through the chief of construction, the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the returns office and the other for the director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 15-16, pp. 354-355.)

2. When the agreement has been approved, the original will be returned to the project manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith, and also the record of the conveyance made in pursuance of said agreement; also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries, it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 25 of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz. the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of \* \* \* dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the project manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the project manager should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

## REPORT ON LAND AGREEMENT.

For *purpose**project*Sec. *T*, *R*, *M.*

Belonging to

County of

State of

Submitted by

Date 191

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (c), par. 15, page 254, of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the project manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow, or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the district counsel in charge of titles and the officials at Washington, D. C. In this connection see also Manual, par. 14, page 254.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated August 16, 1920, with Jos. Burrus and Lucy Burrus is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Middle Drain part of the Rio Grande Project; that the consideration to be paid thereunder \$141.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas.

August 16, 1920.

L. M. LAWSON.

Project Manager

THIS AGREEMENT, made this 16th day of August

nineteen hundred and twenty , between **Joe. Burrus**  
and **Lacy Burrus**  
his wife, of **Ysleta, El Paso**  
County, **Texas**, for **them** sel. **ves**, **h** heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

**L. L. 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 premises 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 approximately one mile southeast of Ysleta, Texas, in the North half of the Southwest quarter and the Southwest quarter of the Northwest quarter of Sec. 36, Township 31 South, Range 6 East, U. S. Reclamation Service survey, being also in the Ysleta Town Grant and more particularly described as follows: Beginning at the most southerly cor. of the tract of land herein described which is a point on the property line between the land of the Vendor and L. M. Stiles; from which point the Southwest corner of said Sec. 36 bears South 33°44'41" West 2556.6 feet; thence, North 37°11' West 620.97 feet to point on property line between land of the Vendor and A. E. Bartlett; from which last named point the Southwest corner of said Sec. 36 bears South 21°44'10" West 2821.15 feet; thence North 21°41' East 103.44 feet along said property line to southwesterly Right of way line of thirty feet county road parallel to G. E. & M. A. R.R.; thence South 37°11' East, 618.47 feet along said right of way line or county road to intersection with property line between land of Vendor herein and L. M. Stiles; thence South 20° 31' West 104.75 feet along said property line to point of beginning; said tract of land containing 1.26 acres more or less.

Corrected Data G. M. A.



~~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 **One Hundred Forty-one and 00/100 (\$141.00)** - - - - -

- - - - - 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 16, 1916.**

- notwithstanding earlier delivery of the premises **August 16, 1916.**

herein provided, and may harvest and retain the crops thereon until - - - - -; 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 **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).

10. In consideration of the premises, the Vendor further agrees, before the money or other consideration herein named shall be paid by the United States, to furnish at their own expense title guaranty certificates issued by a title guaranty company to be designated by the United States, guaranteeing the title to the land herein agreed to be conveyed to be in the United States and otherwise in form acceptable to the United States, or, at the option of the United States, to otherwise show perfect title; Provided, That if the Vendor fail or refuse to furnish such title guaranty certificate within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendor, such title guaranty certificate may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price; and it is understood and agreed between the parties hereto that the United States will bear the expense of any and all abstracts of title which are necessary for the use of the title guaranty company in issuing the title certificate; Provided, that if the Vendor have at their disposal abstract of title, the same shall be loaned to the title guaranty company for its use in issuing title certificate, the United States bearing the expense, if any, of bringing the abstract down to date.

11. The Vendor expressly warrant that they have employed a third person to solicit or obtain a contract in their behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to the hereunder are free from deduction for any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any benefit of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sum due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid; provided, however, it is understood that this covenant does not apply to the selling of goods through a bona fide non official representative employed by the Vendor in the regular course of their business in dealing with customers other than the Government and no compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

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

Witnesses:

Lucy Burrus

of

Jon. Burrus

Vendor.

of

L. K. LAWSON

For and on behalf of the United States.

of

of

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 Jon. Burrus and Lucy Burrus, who are personally known to me to be the person whose names 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 Lucy 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 wish to retract the same.

Given under my hand and official seal, this 16th day of August, 1920

[SEAL.]

Geo. W. Hoadley  
Notary Public

My commission expires June 1, 1921.

Approved, 191

1776

# AGREEMENT TO SELL

TO  
UNITED STATES.

COUNTY OF

I hereby certify that this instrument was filed  
for record at my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
\_\_\_\_\_ 191 \_\_\_\_\_, and is duly

recorded in Book \_\_\_\_\_

Page No. \_\_\_\_\_

Recd. \$ \_\_\_\_\_

By \_\_\_\_\_

## AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss: \_\_\_\_\_

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract  
executed by me, personally, with \_\_\_\_\_;  
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or  
advantage corruptly to the said \_\_\_\_\_ or 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.

Engineer, U. S. R. S.

Subscribed and sworn to before me at

[OFFICIAL SEAL]

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ A. D., 191 \_\_\_\_\_ My com-

mission expires \_\_\_\_\_

**NOTE.**—Execute this affidavit only on the copy for the Returns Office, not on original.

Case Middleton COUNTY El Paso

1. Filing address of each party Joseph Burns  
Yuleta Texas

2. Marital status of each party (married, single, widow or  
divorced): Married

3. List of improvements (state, as by itemized bill, how total  
consideration was made):

126A @ 100 - 126 -  
Guaranty title 15 14/10

4. Interest held by each party, joined in contract, other than  
joint or sole owner, as "joint ownership", "lease", or  
"lienor", and if lienor, state such facts as may be gathered  
from owner as to date, amount and quality of encumbrance:  
See liens

5. Is the property or not land is homestead property? Homestead

6. Survey number of tract (if not embodied in land description):  
If not survey number is available state item  
in tax records: Item (under whose name assessed and land number  
in assessment book):  
Assessed at: Assessed at:

other available information

7. Grantor will order title abstract.  
✓ Grantor will order title abstract or title insurance and  
defect therefor.  
Grantor will order abstract of title.  
Grantor will order title insurance or order abstract of title and  
defect therefor.  
Grantor at fee that title insurance is to date.  
Grantor will order title insurance.  
Grantor wishes service to be done and make defect there-  
for, will furnish this office with bill of unpaid taxes.  
Grantor states that land is now encumbered (as per its 3) and  
wishes service to be done and make defect there-  
for. (In case this is to be done, grantor will have to consult  
personally with the lienor).  
Grantor at fee that land is encumbered (as per its 3) and  
will make the steps to remove same.

8. Cost of structures to be built by service. None

The Bartlett abstract will cover  
this.



El Paso, Texas,  
Sept. 17, 1920.

Mr. Jos. Barras,  
Isleta, Tex.

Dear Sir:

The Pioneer Abstract and Guarantee Title Co. have stated their willingness to issue title certificate upon the land to be acquired for the Middle Drain. In accordance with the usual procedure, warranty deed running to the Government will first have to be executed by yourself and Mrs. Barras, and this form of deed is enclosed herewith for this purpose. Please sign the name "Jos. Barras" and "Lacy Barras", and if you can call at our office, the Notary Public will take your acknowledgment without charge. Sign the name exactly as written above and in no other way.

It will be necessary to affix to the deed a 50¢ United States Internal Revenue stamp which it is customary for the grantor to furnish and which please do not overlook. Your taxes for the year 1920 are now assessed and will be payable on October 1, and it will be necessary that same are paid before the Government can accept title. Kindly attend to this matter on October 1, or as soon thereafter as you possibly can do so, but in the meantime put us in possession of the executed deed as it will be recorded at once and is ~~not~~ *but* not available for return from the County Clerk's office until after the above date.

There is also enclosed herewith an affidavit as to your possession of the land, which is a paper required by our Department in support of the title for the reason that the title guarantee does not cover matters of adverse possession or disputed boundary lines. Please sign and swear to this statement and return it with the deed, *filling in number of years you have been in possession.*

Very truly yours,

F. J. DART

District Counsel.

2 Encl.

El Paso, Texas, August 30, 1920.

Pioneer Abstract and Guarantee Title Company,  
El Paso, Texas.

Gentlemen:

We wish to obtain title certificate for 1.26 acres of land held by Jos. Burrus, in  $\frac{N}{2}$  of  $\frac{SW}{4}$  and  $\frac{SW}{4}$  of  $\frac{NW}{4}$  sec. 36, T. 31 S., R. 6 E., Ysleta town grant. This land is described on attached blueprint and also in contract dated August 16, 1920, with Jos. Burrus et ux. which we are to-day sending for record. El Paso Title Company abstract No. 14657, with supplements, is inclosed, which please extend to the point necessary to enable your examiners to pass on the title. The Burrus title underlies the A. E. Bartlett title, for which you recently issued a certificate, and we have no doubt that you will be able to issue certificate for the Government right of way lying in the Burrus holdings. Application is also inclosed. Upon your further advice we shall be pleased to call on Burrus and his wife for warranty deed running to the United States.

Very truly yours,

P W DEWITT

District Counsel.

Inclos.

El Paso, Texas, August 30, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated August 16, 1920, between Jos. Barras et al. and the United States.

Very truly yours,

P F DEET

District Counsel.

incl.