

780. BURRIS, LUIS J., et. ux., Julia EASEMENT Y-147 LATERAL (457) 0023-0079-0006-00

780.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande Project

Contract and Grant of Right of Way Easement

THIS CONTRACT, made this _____ day of _____, 195____, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, particularly pursuant to the Act of Congress approved _____, between the UNITED STATES OF AMERICA, its successors and assigns, hereinafter styled the United States, and LUIS J. BURRIS and JULIA BURRIS, his wife, their heirs, executors, administrators, successors and assigns of the County of El Paso, State of Texas, hereinafter collectively referred to as Grantors.

WITNESSETH:

The following grant and mutual covenants by and between the parties:

2. For the consideration hereinafter expressed, the Grantors do hereby grant and convey to the United States, its successors and assigns an exclusive right, privilege, and easement to construct, replace, operate, and maintain ditches, canals, laterals, drains, aqueducts, water conduits, fences, bridges, roads, telephone and telegraph lines, and any other structures or facilities the United States may deem necessary or desirable for the construction, operation, and maintenance of the Rio Grande Project, and the exclusive right, privilege and easement to remove from or place on earth and rock, with the right of ingress and egress for the purpose of carrying out the easement granted, in and upon the following described tract of land situated in the County of El Paso, State of Texas, to wit:

BEGINNING at the northwest corner of the property being herein described, a point identical with the corner common to Tract three (3), four A (4A), and nine (9) of Block three (3) of the approved re-survey of the Socorro Grant in the county of El Paso, State of Texas; thence north sixty-five (65) degrees, thirty-seven (37) minutes east eleven and nine hundredths (11.09) feet along the northerly line of Tract three (3), Block three (3) of the said Socorro Grant to an intersection with the left right of way line of the Y-147 Lateral; thence following said left right of way line of the Y-147 Lateral with the following courses and distances south thirty-three (33) degrees, forty-one (41) minutes east two hundred ninety-three and forty-three hundredths (293.43) feet, and north fifty-eight (58) degrees, four (04) minutes east five hundred sixty-three and eighty hundredths (563.80) feet to an intersection with the southwesterly right of way line of the Mesa Spur Drain for the northeast corner hereof, a point whence the southeast corner of the said Tract three (3), Block three (3), of the Socorro Grant bears north fifty-eight (58) degrees, fifty-eight (58) minutes east one thousand three hundred twenty-eight (1328) feet distant; thence following said southwesterly right of way line of the Mesa Spur Drain south twenty-nine (29) degrees, fifty-three (53) minutes east seventeen and

sixteen hundredths (17.16) feet to an intersection with the southerly line of the said Tract three (3), Block three (3) of the Socorro Grant for the southeast corner hereof; thence following the said southerly line of the said Tract three (3), Block three (3) of the Socorro Grant south fifty-eight (58) degrees, fifteen (15) minutes west five hundred eighty-four and fourteen hundredths (584.14) feet to the southwest corner hereof identical with the southwest corner of the said Tract three (3), Block three (3) of the Socorro Grant; thence north thirty-one (31) degrees, forty-five (45) minutes west three hundred ten (310) feet along the westerly line of the said Tract three (3), Block three (3) of the Socorro Grant to the northwest corner hereof and place of beginning containing thirty-three hundredths (0.33) acre, more or less, all as shown on copy of drawing 23-503-5538 attached hereto and made a part hereof.

3. Any portion of the above land not fenced by the United States may be used by the Grantors at their own risk, for any purposes which will not, in the opinion of the officer in charge of the Rio Grande Project, interfere with the easement herein granted to the United States, and in connection with any such use by the Grantors, they agree to hold the United States harmless from all liability for damage and claims therefor, arising directly or indirectly from such use, including damages to the United States' structures on said right of way in its use thereof as contemplated under the terms of this contract.

4. This grant of easement is subject to existing rights or easements, if any, in the above described land for railroads, pipe lines, power lines, telephone and telegraph lines, roads, highways, ditches or canals, and any existing reservation of mineral rights, and the following listed leases: None.

5. This grant of easement is also subject to the following described mortgages, deeds of trust, or other liens and encumbrances and no others:

6. The Grantors, for themselves, their executors, administrators, successors and assigns, do hereby covenant that at the delivery of this easement, they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the tract of land covered by this easement, free and clear of encumbrances or liens except as listed herein, and will warrant and forever defend the same unto the United States against said grantors, their heirs, executors, administrators, successors, and assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same.

7. It is expressly stipulated that upon permanent abandonment of this easement, as evidenced by a written notice to that effect from the Secretary of the Interior to the Grantors, the right, privilege and easement granted herein shall terminate and the interest of the United States hereunder shall revert to the Grantors, their heirs, executors, administrators and assigns.

8. As consideration for the grant of easment herein the United States agrees to construct, operate and maintain the Y-147 Lateral over, on, and across the lands granted herein, together with any and all structures, including a wasteway into the Mesa Spur Drain, which may be deemed necessary to the proper operation and maintenance thereof.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

By _____
W. F. Resch, Project Manager
211 Federal Building
El Paso, Texas

By _____
Luis J. Burris

By _____
Julia Burris

Address

STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, _____

in and for El Paso County, Texas, on this day personally appeared Luis J. Burris 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 _____ day of _____, A. D. 19____.

SEAL _____

My commission expires _____

STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, _____

in and for El Paso County, Texas, on this day personally appeared Julia Burris 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 Julia Burris, 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 _____, A. D. 19____.

SEAL _____

My commission expires _____

?

CERTIFICATE OF INSPECTION
AND POSSESSION

I, J. W. Mathews, Office Engineer, Rio Grande Project, Bureau of Reclamation of the Department of the Interior hereby certify that on the _____ day of _____, 195____, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of El Paso, State of Texas, more particularly described in Schedule "A" hereof and containing 0.37 acres of land more or less, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from Earl Q. Gibson and Fannie Mae Gibson, his wife.

1. That I am fully informed as to the boundaries, lines, and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land, and that I made careful inquiry of the above named vendors and ascertained that nothing had been done on or about said premises within the past _____ months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above named vendors as to their rights of possession and the rights of possession of any person or persons known to them and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above named vendors or of the United States of America.

3. That I was informed by the above named vendors that to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agricultural, or other purposes, excepting those rights to gravity irrigation thru the facilities of the said Rio Grande Project, perfected thru payment of charges to the El Paso County Water Improvement District No. 1 for the liquidation of assessments against said premises to cover the costs of construction of the said Rio Grande Project; nor any ditches or canals constructed by or being used thereon under the authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents issued by the United States for said land.

5. That to the best of my knowledge and belief, based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That said premises are now wholly unoccupied and vacant except for the occupancy of the vendors, who on the _____ day of _____ 195____, executed a contract and grant of easement in favor of the United States of America covering the right of the said United States of America to entry upon and use of said premises.

Dated this _____
day of _____, 195_____.

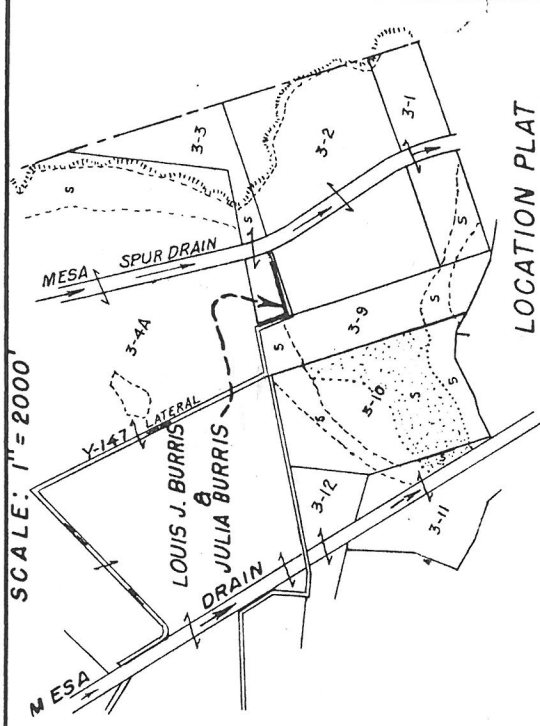
Approved:

SCHEDULE A

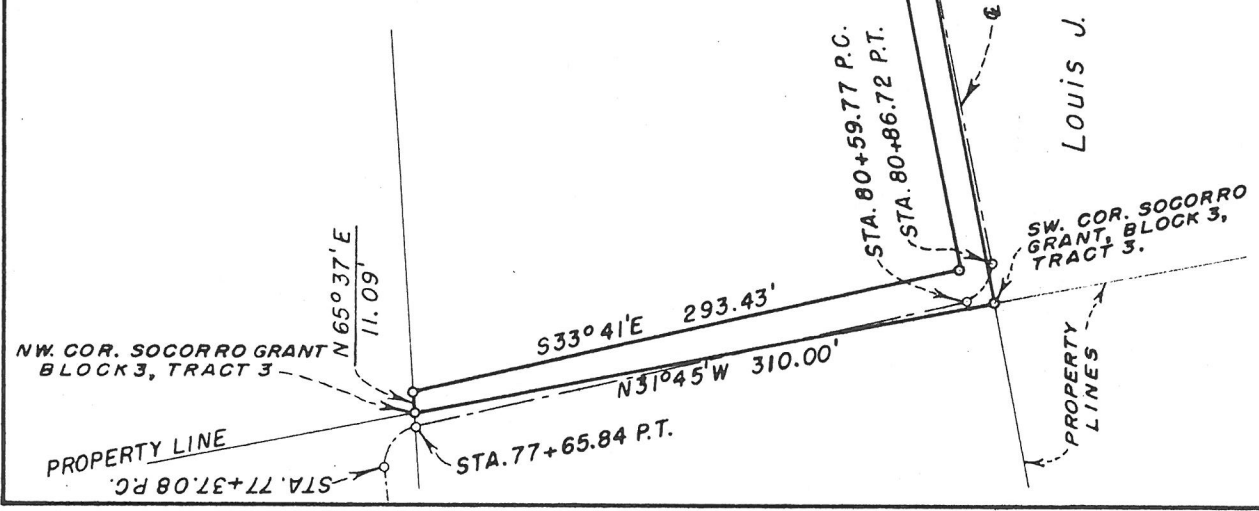
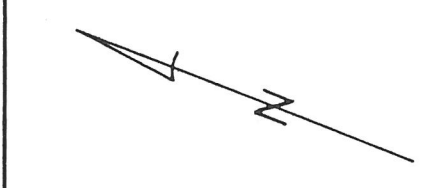
A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas and being a part of Tract No. seven (7), Block No. one (1), Upper Valley, of the approved surveys of the said County of El Paso, and more particularly described as follows, to wit:

Beginning at the southwest corner of the property being herein described, a point in the boundary line between the States of New Mexico and Texas, as established by decision of the United States Supreme Court in that certain suit entitled The State of New Mexico, Complainant, vs. The State of Texas, defendant, Case No. 2, Original, October Term, 1930, whence corner No. ninety-six (96) of the survey of said boundary line, executed by Samuel S. Gannett, Commissioner, bears south twelve (12) degrees, seven (07) minutes, forty-five (45) seconds east ten (10) feet distant, thence following the before-mentioned boundary line between the States of New Mexico and Texas north twelve (12) degrees, seven (07) minutes, forty-five (45) seconds west forty-seven and seven tenths (47.7) feet to the northwest corner hereof; thence North forty-four (44) degrees, fifty-seven (57) minutes east three hundred ninety-two and two tenths (392.2) feet parallel to and distant ten (10) feet at right angles from the northerly line of the before-mentioned Tract seven (7) to the northeast corner hereof, a point in the westerly right of way line of the United States Bureau of Reclamation's Montoya Main Lateral, whence the northeast corner of the said Tract seven (7) bears north thirty-nine (39) degrees, twelve (12) minutes west ten and one tenth (10.1) feet distant; thence following the said westerly right of way line of the United States Bureau of Reclamation's Montoya Main Lateral South thirty-nine (39) degrees, twelve (12) minutes east forty and two tenths (40.2) feet to the southeast corner hereof; thence South forty-four (44) degrees, fifty-seven (57) minutes west four hundred fourteen (414) feet, parallel to and distant fifty (50) feet at right angles from the before-mentioned northerly line of the said tract seven (7) to the southwest corner hereof and place of beginning, containing thirty-seven hundredths (0.37) acre of land, more or less.

SCALE: 1" = 2000'



LOCATION PLAT
 BLOCK 3, TRACT 3
 EL PASO COUNTY SURVEY
 SOCORRO GRANT
 EL PASO COUNTY, TEXAS



Louis J. Burris and Julia Burris
 0.33 Acres ±

SCALE: 1" = 100'

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION

RIO GRANDE PROJECT-NEW MEXICO - TEXAS

Y-147 LATERAL
 RIGHT OF WAY

DRAWN: M.E.S. SUBMITTED: *[Signature]*
 TRACED: J.E.S. RECOMMENDED:
 CHECKED: *[Signature]* APPROVED:
 EL PASO, TEXAS AUG. 1, 1983

23-503-5538

TR. 3
 S.C.C. 0 Ac.
 Isol. 1.70 "
 Seep 3.34 "
 High 10.72 "

SOCORRO GRANT
 BLOCK NO THREE Not Included

Not Included
 EASTERLY BOUNDARY LINE
 S 33°19' E 1026.5'

H I G H
 11.00 Ac.

N C N I 1939

18.60 Ac.

N 1°45' W 1350.4'
 S 7°15' E 338.4'

(3)

S.C.C. 45.47 Ac.
 High 7.75 "

(2)

S.C.C. 15.19 Ac.
 Seep 2.20 "
 High 30 "

(1)

1066 Ac MESA SPUR DRAIN

DISTRICT No 3

S.C.C. 291.62 Ac.
 Seeped 20.30 "
 High 19.20 "

(4A)

S.C.C. 14.29 Ac.
 Seeped 4.52
 Isolated .20 (9)

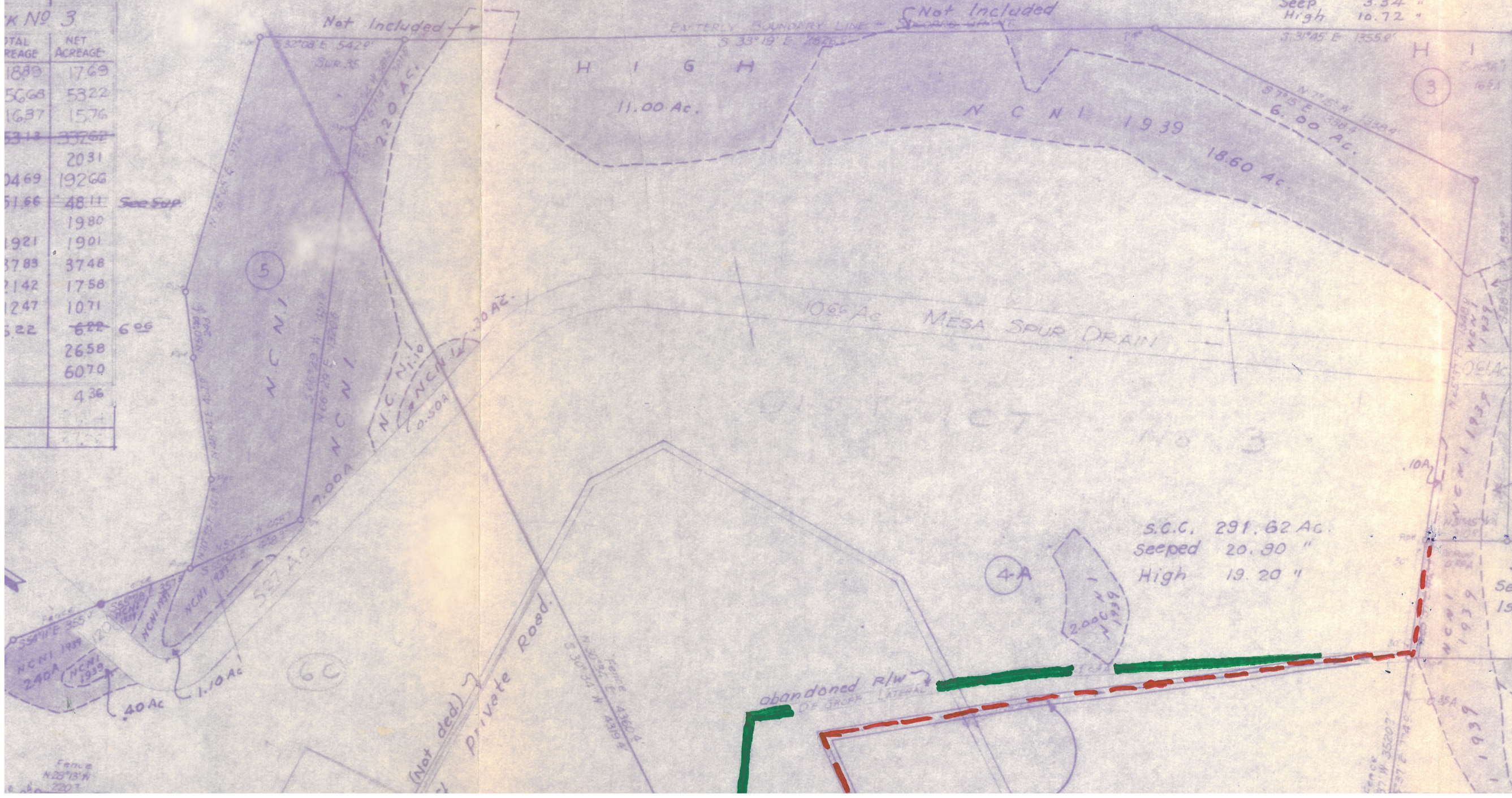
S.C.C. 13.38 Ac.
 Sand Hill 15.22 "
 Isolated .90 "
 Seeped 7.78 "
 Alkali 20 "

abandoned R/W
 OF JACK LATERAL

Block 2

52.23	331.72
	0.90
K No 3	
TOTAL REAGE	NET ACREAGE
1889	1769
068	5322
1637	1576
313	3376
	2031
0469	19266
51.66	48.11
	1980
1921	1901
3789	3748
2142	1758
1247	1071
522	622
	2658
	6070
	436

TR. 3
 S.C.C. 0 AC.
 1501. 1.70 "
 Seep 3.34 "
 High 10.72 "



S.C.C. 291.62 AC.
 Seeped 20.30 "
 High 19.20 "

(Not ded.)
 Private Road

abandoned R/W
 OF GROUP LATERAL

3

6C

4A

5