

780

BUCKLER, MARGARET

LAND PURCHASE AGREEMENT

106

JUAN DE HERRERA LATERAL "B"

0023-0077-0034-06

2 MARCH 1921

NOT SUBJECTS DIRECT

11-(34)

OR INDIRECT

780

lykr

Form 7-523
Form approved by the Secretary of the Interior
September 13, 1915
(Reprint July, 1919)
(Reprint Nov., 1919)

CONTRACT
(Disbursement)
6-6024

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

-----RIO GRANDE-----PROJECT-----Texas - New Mexico

THIS AGREEMENT, made the 2nd day of March, nineteen hundred
and twenty-one, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof ~~and~~ supplementary thereto, between THE UNITED STATES OF AMERICA
hereinafter styled the United States, by L. M. Lawson, Project Manager

~~Margaret Buckler~~
United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper
~~supervisory officer of the United States Reclamation Service, and~~

Margaret Buckler, a single woman (widow),

hereinafter styled ~~Vendor~~ her heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

2. The Contractor will
~~XXXXXXXXXXXXXXXXXX~~

2. For and in consideration of the payments to be made by the United States as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer and set over to the United States free and clear of any lien or encumbrance, all buildings, fences, ditches, seedings, growing crops, trees, and shrubbery, and any and all other improvements of whatsoever kind or nature, upon, attached to, or growing upon that certain piece or parcel of land situated in the county of El Paso, State of Texas, particularly described as follows, to wit:

A tract of land in the West half (W $\frac{1}{2}$) of Section thirty-one (31), Township thirty-one (31) South, Range seven (7) East, U. S. Reclamation Service survey, being also in the Ysleta Grant, and described as follows: Beginning at a concrete post which is the northwest corner of land of the Vendor and the southwest corner of land of J. B. Brady and from which concrete post the northwest corner of said section thirty-one (31) bears north four degrees (4°) thirty-two minutes (32') thirty seconds (30") west, three thousand nine hundred twenty-one and five-tenths (3921.5) feet; thence with the property line between land of Vendor and said J. B. Brady, north thirty-seven degrees (37°) twenty-five minutes (25') thirty seconds (30") east two thousand six hundred six hundred seventy-three and one-tenth (2673.1) feet; thence north fifty-three degrees (53°) fifty-two minutes (52') east four

Correct as to Engineering Data
S. J. M.

hundred eighty and one-tenth (480.1) feet; thence to the left along a two hundred fifty-seven and nine-tenths (257.9) foot radius curve a distance of ninety-two and eight-tenths (92.8) feet; thence north thirty-three degrees (33°) six minutes (06') east one hundred ninety-seven and five-tenths (197.5) feet; thence to the left along a four hundred forty-eight and three tenths (448.3) foot radius curve a distance of ninety-nine and three-tenths (99.3) feet; thence north twenty degrees (20°) twenty-four minutes (24') east forty-eight and six tenths (48.6) feet; thence to the left along a one hundred sixty-three and two-tenths (163.2) foot radius curve a distance of one hundred forty-five and nine-tenths (145.9) feet; thence north thirty-one degrees (31°) thirty-seven minutes (37') west five tenths (0.5) feet to the property line between land of the Vendor and said J. B. Brady; thence with said property line north thirty-seven degrees (37°) twenty-five minutes (25') thirty seconds (30") east, thirty-two and one-tenth (32.1) feet to a point on the center line of the Juan de Herrera Lateral, Branch B, from which point the northwest corner of said section thirty-one (31) bears north sixty-nine degrees (69°) seventeen minutes (17') west two thousand seven hundred thirty-seven and eight-tenths (2737.8) feet; thence North thirty-seven degrees (37°) twenty-five minutes (25') thirty seconds (30") east thirty-two and one-tenth (32.1) feet; thence south thirty-one degrees (31°) thirty-seven minutes (37') east, twenty-three and five-tenths (23.5) feet; thence to the right along a two hundred twenty-three and two-tenths (223.2) foot radius curve, a distance of two hundred and nine-tenths (200.9) feet; thence south twenty degrees (20°) twenty-four minutes (24') west forty-eight and six-tenths (48.6) feet; thence to the right along a five hundred eight and three-tenths (508.3) foot radius curve a distance of one hundred twelve and five-tenths (112.5) feet; thence south thirty-three degrees (33°) six minutes (06') west one hundred ninety-seven and five-tenths (197.5) feet; thence to the right along a three hundred seventeen and nine-tenths (317.9) foot radius curve, a distance of one hundred fourteen and eight-tenths (114.8) feet; thence south fifty-three degrees (53°) fifty-two minutes (52') west five hundred one and six-tenths (501.6) feet; thence to the left along a three hundred twenty-nine and three-tenths (329.3) foot radius curve; a distance of ninety-two and seven tenths (92.7) feet; thence south thirty-seven degrees (37°) forty minutes (40') west one thousand eighty-five and three-tenths (1085.3) feet; thence to the left along a nine hundred twenty-five and four-tenths (925.4) foot radius curve a distance of one hundred six and two tenths (106.2) feet; thence south thirty-one degrees (31°) five minutes (05') west thirty-one and four-tenths (31.4) feet; thence to the right along an eight hundred forty-nine (849.0) foot radius curve, a distance of one hundred six and three-tenths (106.3) feet; thence south thirty-eight degrees (38°) fifteen minutes (15') west five hundred sixty-five and three-tenths (565.3) feet to northeast boundary of the right of way of North Loop County road; thence south thirty-eight (38°) degrees, fifteen minutes (15') west five hundred sixty-eight and six-tenths (568.6) feet; thence to the left along a one hundred sixteen and two-tenths (116.2) foot radius curve a distance of eighty-four and two-tenths (84.2) feet to a point on the west boundary of land of the Vendor, the tangent to the curve

at said point having a bearing north four degrees (4°) thirty-nine minutes (39') west, thence along said boundary north fifty-three degrees (53°) twenty-six minutes (26') west sixty-one and one-tenth (61.1) feet to the point of beginning; all curve lengths used herein being based on one hundred (100) foot chords; said tract of land herein described containing three and eighty-nine hundredths (3.89) acres, more or less, four hundredths (0.04) acre of which is occupied by the North Loop county road, the remainder, or three and eighty-five hundredths (3.85) acres, being the land hereinafter granted and confirmed unto the United States.

3. The Vendor, on behalf of herself, her heirs and assigns, releases and acquits and discharges the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance thereon of works pertaining to the United States Reclamation Service.

4. In consideration whereof, the United States agrees to pay to the Vendor the sum of Three Hundred eighty-five and 00/100 (\$385.00) Dollars, upon government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across lands herein referred to in stock-subscription contract with the El Paso Valley Water Users' Association.

6. The Vendor will furnish before payment, satisfactory evidence that she is the owner of said improvements and the land on which the same are situated, and that the same are free from any lien or encumbrance, and for this purpose will submit any abstract or title papers which she may have in his possession for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

7. The Vendor upon request by the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Reclamation Service are necessary to show good title unencumbered in the Vendor to the property purchased.

8. Liens or encumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained, but this provision shall not be construed to give precedence of any lien or encumbrance over this agreement, nor as an assumption of the same by the United States.

9. The United States agrees to permit the Vendor to retain possession of the strip or parcel of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after the date hereof, unless prior thereto it becomes necessary to occupy said strip of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified she will immediately yield and deliver up the possession of said strip of land together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

~~10. This agreement shall become effective to bind the United States immediately upon its approval by the proper supervisory officer of the United States Reclamation Service.~~

*M. B.
J. L.*

Vendor

11. The ~~contractor~~ **Vendor** expressly warrants that ~~he~~ **she** has employed no third person to solicit or obtain this contract in ~~his~~ **her** 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 ~~she~~ **he** has 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 him hereunder; and that ~~she~~ **he** has not, in estimating the contract price demanded by ~~him~~ **her**, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to ~~him~~ **her** hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. ~~He~~ **She** further agrees that any breach 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 sums 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 ~~shall not~~ **Vendor** apply to the selling of goods through a bona fide commercial representative employed by the ~~contractor~~ **Vendor** in the regular course of ~~his~~ **her** business in dealing with customers other than the Government and whose 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.*

~~Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.~~

..... For and in consideration of the faithful performance of this contract, the Contractor shall be paid

..... No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by ~~section 3727, Revised Statutes of the United States.~~

..... It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

..... No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, 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. L., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written

THE UNITED STATES OF AMERICA,

By L. M. LAWSON

Project Manager, U. S. R. S.

MARGARET BUCKLER

Contractor.

* BY

P. O. Address (temporary)

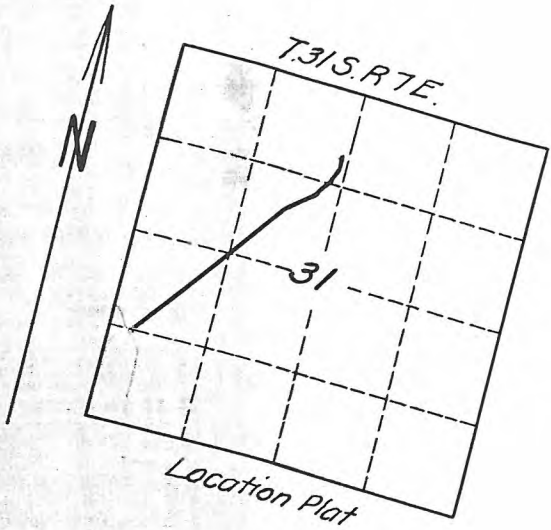
Hotel Paso del Norte,
El Paso, Texas.

† Approved:

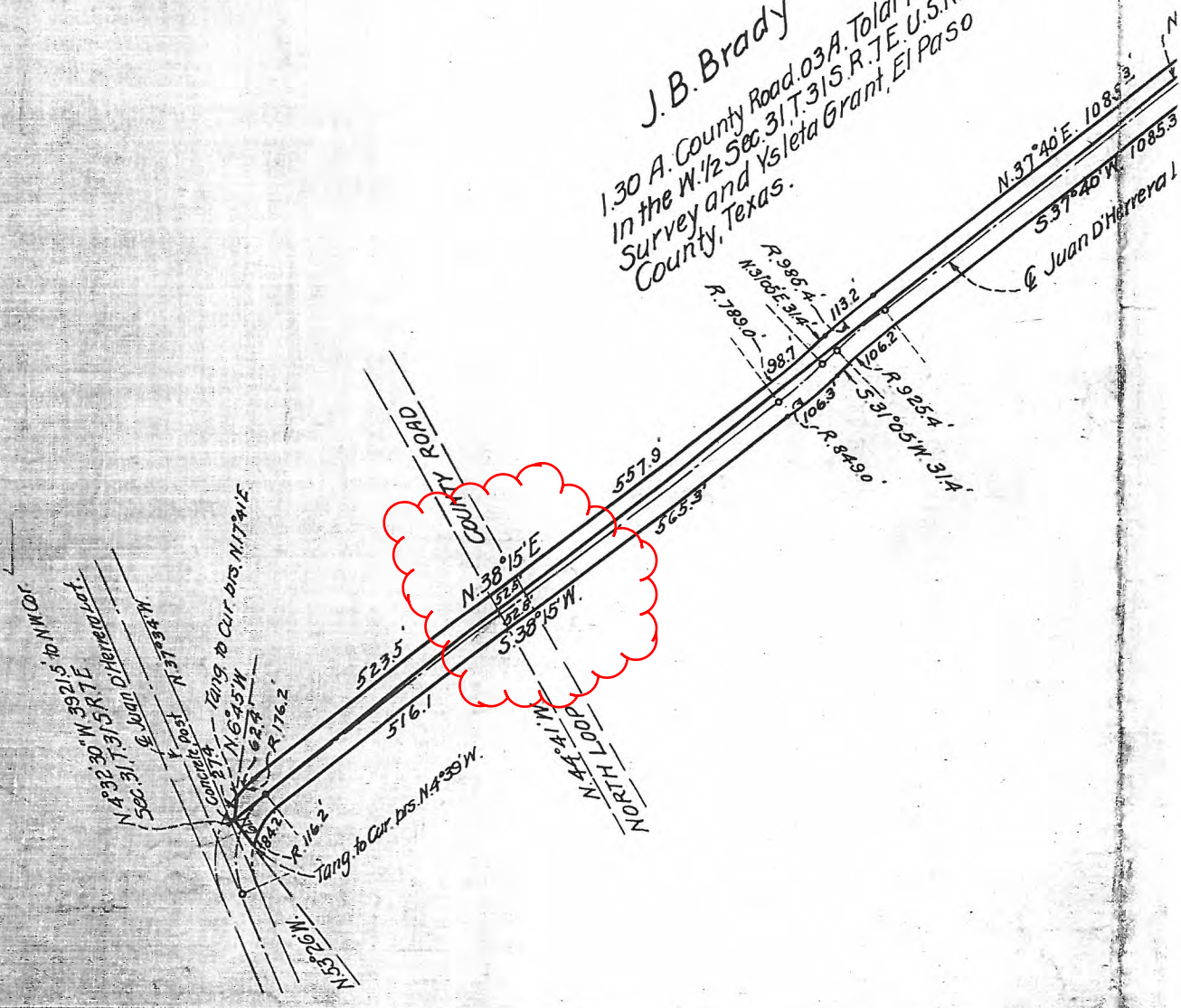
(Date) _____, 19____

* See pars. 6 and 7, Instructions, over.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.



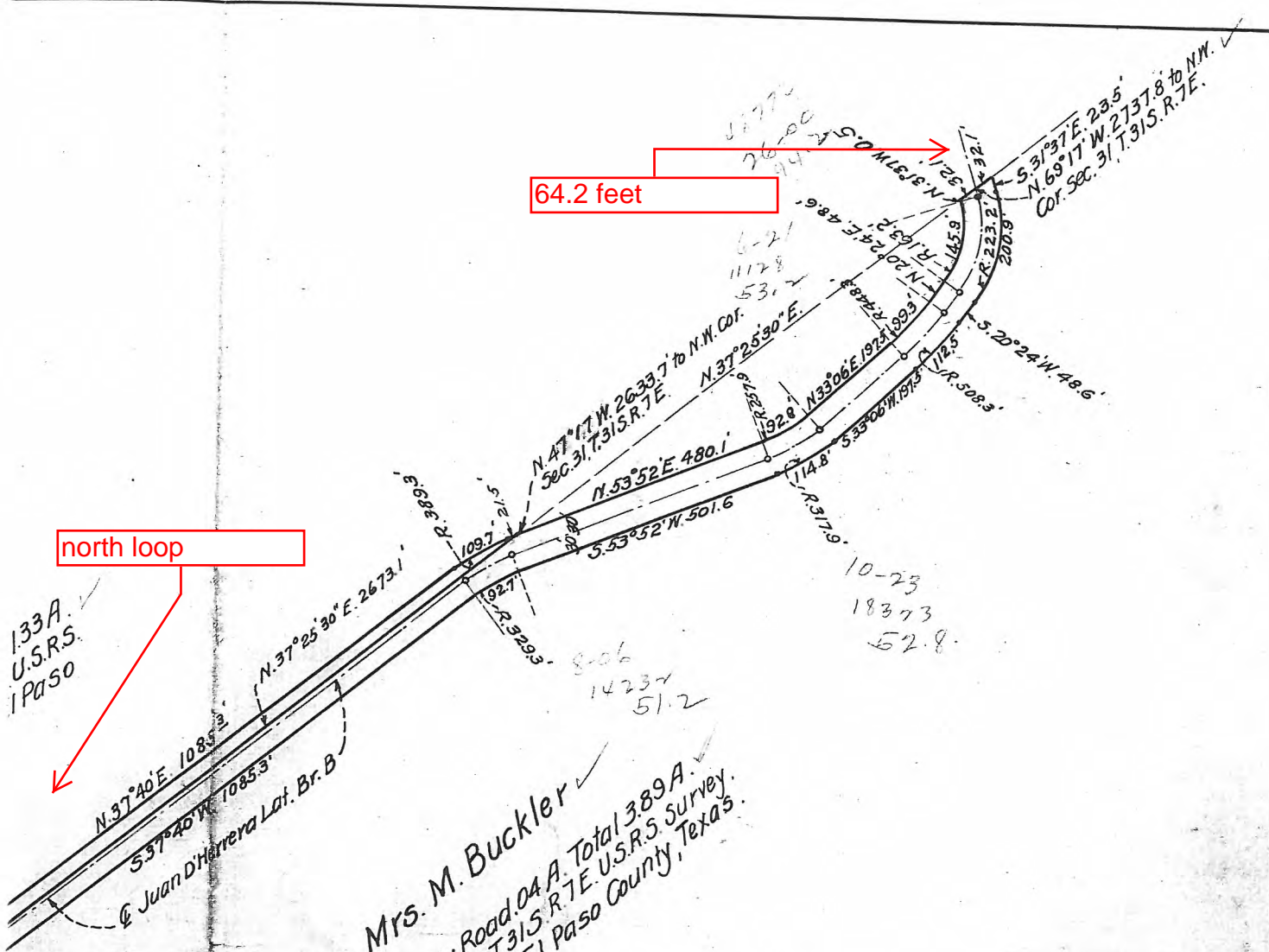
J. B. Brady
 1.30 A. County Road. 03 A. Total 1.33 A.
 In the W. 1/2 Sec 31, T. 31 S. R. 7 E. U.S.R.S.
 Survey and Ysleta Grant, El Paso
 County, Texas.



B

64.2 feet

north loop



133A U.S.R.S. PASO
385A U.S.R.S. PASO

Mrs. M. Buckler ✓
 385A County Road 04A Total 389A
 In the W 1/2 Sec 31, T. 31.5 R. 7E. U.S.R.S. Survey
 and Ysleta Grant, El Paso County, Texas.
 Purchase of Imps.
 Under stock subscription contract
 3/2/21

Note:
Curve Lengths based on 100' Chords.

(8) Scale 1" = 300'

Department of the Interior United States Reclamation Service RIO GRANDE PROJ. N. M. TEX. Juan d'Herrera Lateral Br. B. RIGHT OF WAY	
Drawn A.O.D. Recommended Checked G.W.H. Approved	
897-L61	El Paso, Tex. 7/29/18

Map. 11

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, March 2, 1921

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency, contract, dated March 2, 1921

With Margaret Buckler

Estimated amount involved, \$ 385.00 Authority No.

Accompanied by bond and _____ copies. _____ or Clearing Acct.

No bond

5G-2

Purpose: Purchase of improvements on 3.85 acres of land granted for canal purposes by stock-subscription contract with water users' association. (Amount of \$385 is for above acreage at \$100 per acre.)

Advise Project Manager at El Paso, Texas,

(Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

- Orig. and 4 copies contract.
- " " 2 " certificate of recommendation.
- " " 2 " possessory certificate.
- 3 blueprints.
- Orig. and 2 copies f.l.t.
- " " 2 " certificate as to title.

L M LAWSON
(Signature)

El Paso, Texas, March 2, 1921

(Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by C F Harvey

on March 2 1921

Asst

District Counsel,

Inclosures as follows returned to Project Manager:

- Orig. and 3 copies contract.
- " " 1 " certificate of recommendation.
- " " 1 " possessory certificate.
- 2 blueprints.
- Orig. and 1 copy f.l.t.
- " " 1 " certificate as to title.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated March 2, 1921, with Margaret Buckler, 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, a part of the Rio Grande project; that the consideration to be paid thereunder, \$385, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
March 2, 1921.

L M LAWSON

Project Manager.

Certificate as to Title.

I HEREBY CERTIFY, With reference to the following described land:

A tract of land containing 8.85 acres, more or less, in the west half of section 31, township 31 south, range 7 east, U. S. Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with Margaret Buckler, Vendor, dated March 2, 1921:

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendor, who is the reputed owner, is the actual owner, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land.

El Paso, Texas,
March 2, 1921.

C F HARVEY

Clerk.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, March 2, 1921.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Margaret Buckler, in the west half of section 31, township 31 south, range 7 east, 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 of the improvements thereon, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Assistant Engineer.

Map. 11

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, March 2, 1921

Project Manager to District Counsel.
Subject: Forwarding for approval as to form, execution, and legal sufficiency, contract, dated March 2, 1921

With Margaret Buckler

Estimated amount involved, \$ 385.00 Authority No. or Clearing Acct.

Accompanied by bond and copies.

No bond

5G-2

Purpose: Purchase of improvements on 3.85 acres of land granted for canal purposes by stock-subscription contract with water users' association. (Amount of \$385 is for above acreage at \$100 per acre.)

Advise Project Manager at El Paso, Texas, (Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

- Orig. and 4 copies contract.
- " " 2 " certificate of recommendation.
- " " 2 " possessory certificate.
- 3 blueprints.
- Orig. and 2 copies f.l.t.
- " " 2 " certificate as to title.

L M LAWSON
(Signature)

El Paso, Texas, March 2, 1921 (Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by C F Harvey

on March 2 1921 Asst District Counsel,

Inclosures as follows returned to Project Manager:

- Orig. and 3 copies contract.
- " " 1 " certificate of recommendation.
- " " 1 " possessory certificate.
- 2 blueprints.
- Orig. and 1 copy f.l.t.
- " " 1 " certificate as to title.

1. Mailing address of each party Mrs Margaret Buckler
Temporary address Paso del Norte
2. Personal status of each party (married, single, widow or widower): Widow
3. List of improvements (state, as by itemized bill, how total consideration was fixed):

4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "lienor", and if lienor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:
No liens
5. State whether or not land is homestead property: ~~Yes~~
6. Survey number of tract (if not embodied in land description):
_____. If no survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):
Acres: _____: Assessed at \$ _____.
other available information _____.
7. Grantor will order title guaranty.
 Grantor agrees that Service may order title guaranty and make deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the lienor).
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.
8. Cost of structures to be built by Service:

None