

780
BUCKLER, MARGARET

WARRANTY DEED

131 MESA DRAIN

0023-0077-0047-00

11-(47) TEXAS

780

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17 day of February, A.D. 1919

L.A. Fold J.P. and ex Officio.

Notary Public, El Paso County, Texas.

(Notarial Seal.)

Filed For Record Feb. 19, 1919 at 3:00 P.M. } J. D. Greet County Clerk.
And Recorded Feb. 24, 1919 at 2:35 P.M. } By *Thomas C. Rock* Deputy.

8 6 8 6

WARRANTY DEED

THE STATE OF TEXAS, *
COUNTY OF EL PASO: * KNOW ALL MEN BY THESE PRESENTS: That I, Margaret Buckler (Feme Sole)
of the County of El Paso, State of Texas, in consideration of the sum of eight hundred
sixty-three & no/100 (\$863.00) Dollars, to me in hand paid by THE UNITED STATES OF AMERICA
pursuant to the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supple-
mental thereof the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed,
and by these presents do Grant, Sell and Convey unto the said 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
two and one-half miles North of the town of Belen, Texas, in the northwest quarter of
the northeast quarter of Section Six (6), Township thirty-two (32) South, Range Seven
(7) East, the southwest quarter of the southeast quarter, the east half of the south-
west quarter and the northwest quarter of the southwest quarter of Section thirty-one
(31), Township thirty-one (31) South, Range Seven (7) East, All United States Reclama-
tion Service survey, and more particularly described as follows: Beginning at the
southeast corner of the tract of land herein described, which is a point on the
property line between the tracts of L. Burdas, from which point the northeast cor-
ner of said Section Six (6) bears north 62° 06' east, 1,430.7 feet; running thence
north 73° 35' west, 215.7 feet on said property line; thence north 69° 48' west, 4,082.3
feet to the northwest corner of the land herein described, from which corner the
southwest corner of said Section Six (6) bears south 55° 10' west, 2,795.5
feet; thence north 69° 48' east, 1,235.8 feet on said property line to the grant-
or and S.B. Orndorff; thence south 69° 48' east 4,289.3 feet to the point of beginning;
said tract of land containing eleven and fifty-three hundredths (11.53) acres, more
or less.

TO HAVE AND TO HOLD the above described premises, together with
all and singular, the rights and appurtenances thereto in anywise belonging, unto
the said The United States of America, its assigns forever;

And I do hereby bind myself, my 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 assigns, against every person whomsoever
lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand at 13 this February day of 1919 A.D.

Margaret Buckler.

Witnesses at Request of Grantor

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That I, Margaret Buckler, a feme sole,

of the County of El Paso, State of Texas, in consideration of the sum of

- - - - - Eight hundred sixty-three & no/100 (\$863.00) - - - - - DOLLARS,

to me in hand paid by The United States of America, pursuant to the Act of June 19, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto - - - - -

the receipt of which is hereby acknowledged
have 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 approximately two and one-half miles North of the town of Belen, Texas, in the northwest quarter of the northeast quarter of Section six (6), township thirty-two (32) south, range seven (7) East, the southwest quarter of the southeast quarter, the east half of the southwest quarter and the northwest quarter of the southwest quarter of section thirty-one (31), township thirty-one (31) south, range seven (7) east, all United States Reclamation Service survey, and more particularly described as follows:

Beginning at the southeast corner of the tract of land herein described, which is a point on the property line between the grantor and L. Burrus, from which point the northeast corner of said section six (6) bears north 62°06' east, 1,430.7 feet; running thence north 73°36' west, 215.7 feet on said property line; thence north 39°48' west, 4,082.3 feet to the northwest corner of the land herein described, from which corner the southwest corner of said section thirty-one (31) bears south 25°18' west, 2,796.5 feet; thence north 37°11' east, 123.2 feet on the property line between the grantor and S. B. Orndorff; thence south 39°48' east, 4,289.3 feet to the point of beginning; said tract of land containing eleven and fifty-three hundredths (11.53) acres, more or less

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

The United States of America, its

~~heirs and~~ assigns forever; and I do hereby bind myself, my heirs, executors and administrators, 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 my hand at El Paso this 13 day of February, A. D. 1919.

Witnesses at Request of Grantor

Margaret Buckler.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME, C.M.Nebeker, a Notary Public

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

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged
to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of February A. D. 1919

(SEAL)

C. M. Nebeker.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

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

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
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. 191

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 13th
day of Feb, A. D. 1919 with its certificate of authentication, was filed for record in my
office this 24 day of Feb A. D. 1919, at 8:12 o'clock P. M. and duly recorded
the 24 day of Feb A. D. 1919 at 4:35 o'clock P. M. in the records of
said County, in Volume 317 on pages 477

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 Florence C Rock, Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

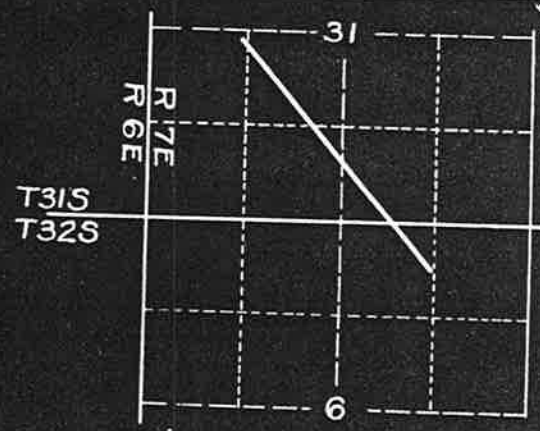
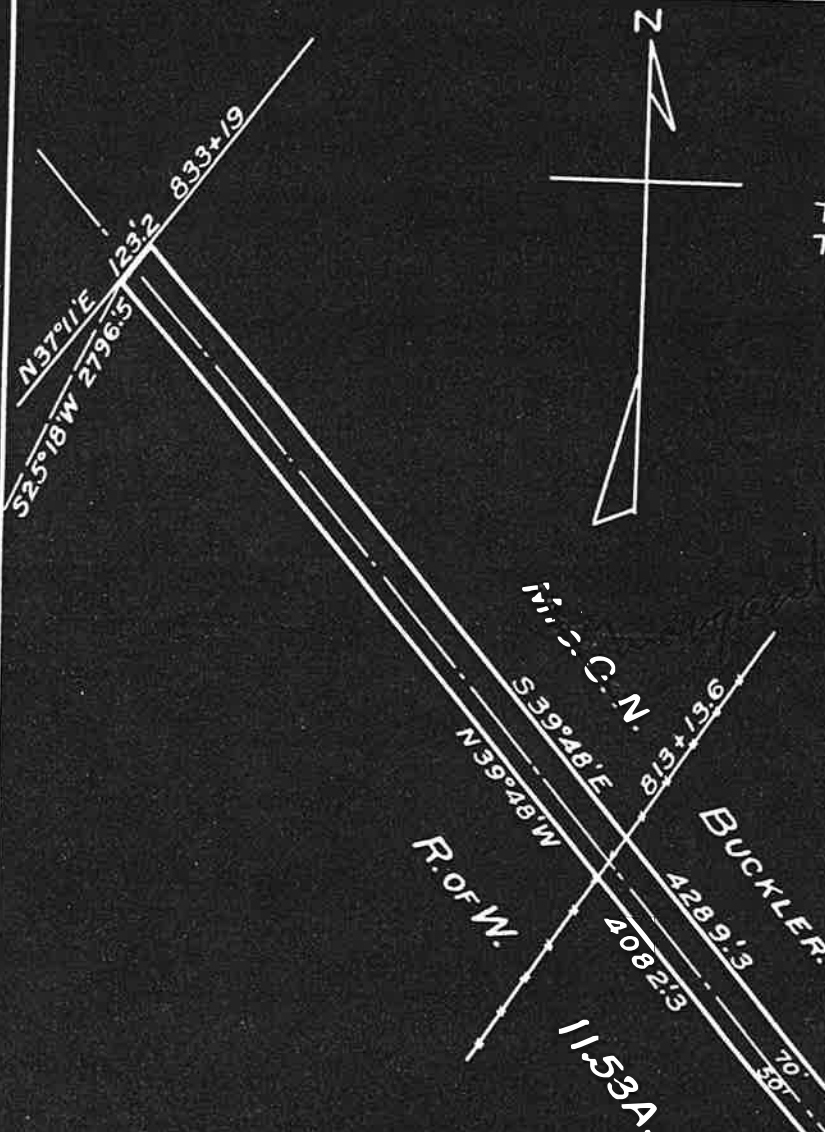
Filed for record 191

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO



Location Plat.
SEC. 6, T32S, R7E.
SEC. 31, T31S, R7E.

T31S R7E
T32S R7E

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 FCS.
DRAWN C.E.L.

900 L48 EL PASO AUG. 1918.

#31

THIS AGREEMENT, made the 10th day of December,nineteen hundred and eighteen, between Margaret Munkler, a single womanWidow, The wife of Yolita, Texas, El PasoCounty, Texas, for her self, her heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns byL. E. Larson, 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 approximately two and one-half acres north of the town of Belen, Texas, in the northwest quarter of the northeast quarter of section six (6), township thirty-two (32) south, range seven (7) east, the southwest quarter of the southeast quarter, the east half of the southwest quarter, and the northwest quarter of the southwest quarter of section thirty-one (31), township thirty-one (31) south, range seven (7) east, all United States Reclamation Service survey, and more particularly described as follows: Beginning at the southeast corner of the tract of land herein described, which is a point on the property east corner of said section six (6) bears north 62°06' east 1430.7 feet; running thence north 73°36' west 215.7 feet on said property line; thence north 39°48' west 4082.3 feet to the northwest corner of the land herein described, from which corner the southwest corner of said section thirty-one (31) bears south 25°18' west 2796.5 feet; thence north 37°11' east 123.2 feet on the property line between the Vendor and E. B. Gruber; thence south 39°48' east 4289.3 feet to the point of beginning; said tract of land containing eleven and fifty-three hundredths acres, more or less.

Correct as to Engineering Data

The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his 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 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 he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him 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 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.

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 standard design adopted and now being used on the Rio Grande project, said bridge to be constructed at Station 804 plus 90 of the Mesa drain of the Rio Grande project, another and similar bridge at Station 822 plus 00 of said Mesa drain, and an irrigating flume at Station 820 plus 90 of said Mesa drain, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the points mentioned. It is further understood and agreed that the Vendor and her assigns and heirs will maintain said structures in good condition at all times and that the United States shall not be liable for any damage occurring from lack of proper maintenance of said structures.

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 Eight Hundred fifty-three

00/100 (18663.00)

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

December 10-1918

notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until Dec. 10-1918; 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

24

months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

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

Witnesses :

.....
of

Margaret Buckler

.....
of

Vendor.

.....
of

L.M. LAWSON

For and on behalf of the United States.

.....
of

STATE OF TEXAS }
COUNTY OF EL PASO } ss :

I, C.M. Nebeker, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Margaret Buckler

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

she

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

~~I further certify that I did examine the said~~

~~separate and apart from her husband, and explained to her the contents of the~~

~~foregoing instrument, and upon that examination declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and did not wish to retract the same.~~

Given under my hand and official seal, this 14th day of December, 1918

[SEAL.]

C.M. Nebeker

My commission expires June 1, 1919

Notary Public

✓ Approved _____, 1918

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

December 10

1918, with

Margaret Buckler

for the purchase of land required for **El Paso Mesa drain**

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

1. State description and approximate area of land to be conveyed. **11.53 acres of land in NW 1/4 Sec. 8, T. 22 S., R. 7 E., S. 1 Sec. 8, E. 1/2 Sec. 8, and NW 1/4 Sec. 31, T. 31 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 land 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.

Margaret Buckler, a widow, Ysleta, Texas, holding as her absolute estate.

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.

The contractor.

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 contract with water users' association.

6. State how much of the land is under cultivation, to what kinds of crops, with area of each crop cultivated, and how much is not cultivated, but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

\$100 A. 5.53 acres cultivated, at \$563.00
 50 A. 6 " not cultivated 300. 00
 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 capable of irrigation under Rio Grande Project.

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

Cultivated, \$125 to \$175 an acre.
 Uncultivated, \$75 to \$125 an 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.

The mesa drain will be a general benefit to the community, including the contractor's land.

The above is a correct statement of the information procured.

Dated December 10 191 8

(Signature) _____ GEO W HOADLEY

(Title) _____ Field Assistant.

In Charge of Negotiations.

Approved:

L M LARSON

Project Manager.

AFFIDAVIT AS TO POSSESSION

STATE OF TEXAS :
: ss.
COUNTY OF EL PASO :
Margaret Buckler

I, _____, do solemnly swear that to my personal knowledge the land described in the December 10th, contracted dated _____, 1918, made between myself and the United States of America, which land is located in ~~NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 6, T.32S, R7E, & SW $\frac{1}{4}$ SE $\frac{1}{4}$ & E $\frac{1}{2}$ SW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 31, T31S, R7E, El Paso County, Texas, containing 11.53 acres, more or less.~~

_____.

El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of thirty years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

Margaret Buckler

Subscribed and sworn to before me at El Paso, Texas, this 13th day of February, A.D., 1919.

C. M. Nebeker.

Notary Public in and for El Paso County, T e x a s.

My commission expires:

June 1, 1919.

Assistant to the Director

JAN 24 1919

Chief of Construction, Denver, Colo.

Agreement dated Dec. 10, 1918, with Margaret Suckler - Purchase of right of way for El Paso Valley Mesa drain, Rio Grande Project.

1. By your reference dated Dec. 31, 1918, this office is in receipt of the above mentioned agreement, transmitted with Project Manager's form letter of Dec. 27, 1918.

2. The agreement has been approved and the original returned to the Project Manager for record and further appropriate action. It is noted, however, at par. 6 of the Report on Land Agreement, that of the 11.53 acres desired for acquisition 5.53 acres are valued at \$100 per acre - \$553.00. The total consideration including the cost of building two bridges and one flume, has been considered by a board of appraisers, as shown by their report submitted with the papers, to include \$863.00, monetary consideration to be paid to the vendor. If the correct amount to be paid for the 5.53 acres in question should be \$553.00, appropriate correction should be made in the agreement and initialed by the parties thereto before it is placed of record.

3. Please advise this office of the action taken in order that our records may be complete.

Morris Rien

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

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement dated December 10th, 1918, 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 El Paso Valley Mesa Drain a part of the Rio Grande project; *and building of structure* that the consideration to be paid thereunder, \$863.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L.M. LAWSON

El Paso, Texas,
December 10, 1918.

Project Manager.

WE, the undersigned, members of a board designated to fix the value of the land to be purchased from Margaret Buckler by the United States for right of way for the El Paso Valley Mesa Drain, Rio Grande Project, described in agreement to sell dated December 10, 1918, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$863.00 and the building of two bridges at a cost of approximately \$250.00 each and one flume, if found necessary, at a cost of approximately \$350.00.

(sgd.) J. G. Smith
Representative El Paso Valley
Water Users' Association.

(sgd.) Geo. W. Hadley
Representative U. S. Reclamation
Service.

El Paso, Texas,

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, Dec. 10, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Margaret Buckler, in the northwest quarter of the northeast quarter of section six (6), township thirty-two (32) south, range seven (7) east, and the southwest quarter of the southeast quarter and east half of the southwest quarter, and the northwest quarter of the southwest quarter of section thirty-one (31), township thirty-one (31) south, range seven (7) east, said tract containing eleven and fifty-three hundredths acres (11.53), more or less, in El Paso County, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land involved, claiming to be the owner thereof and no person claiming a right in such land adverse to the vendor is in possession of any part of it.

Geo. W. Hoadley
Field Assistant. *J*

El Paso, Texas,
Dec. 10, 1918.

Mrs. Margaret Buckler,
Ysleta, Texas.

Dear Madam:

When in the office of the Stewart Title Guaranty Co. this morning, I was informed that you had left with this company an abstract of title covering the land thru which the Reclamation Service desires right of way for the Mesa Drain, and had ordered a title guaranty for this right of way. You had also left with this company the agreement which was forwarded you with Mr. Lawson's letter of October 24th, this agreement not being executed.


The agreement is again sent you and you are to sign on the third page at the place noted "Vendor", and return to our office as soon as possible. This agreement is to be sent to Washington for approval by our Department and upon approval it will be returned here and we will put it upon the official County records. We will then call upon you for a warranty deed covering this property and as soon as the deed is executed and recorded, the Stewart Title Guaranty Co. will issue the title guaranty, provided, of course, your title is in good condition.

The amount of damages you will sustain, as stated in Mr. Lawson's letter of October 24th, is \$853.00, but the amount you are to be paid, which you will note is written in the agreement itself, is \$863.00. This extra \$10.00 is to cover the cost of the title guaranty, which will be \$10.00 and which the Reclamation Service will pay and for which we will make from your final payment a deduction of \$10.00 from the \$863.00, thus leaving you the net amount of \$853.00, which is stated as the actual damages you will undergo.

From the above you will understand that the first step looking toward securing your money is for you to execute the agreement and get it back to this office just as soon as you can possibly do so. Mr. Roadley is a notary public and will be pleased to take your acknowledgment of this instrument without charge to you.

Enc 1

Yours very truly,


Asst. District Counsel.

Address all communications to
Project Manager,
U. S. Reclamation Service,
El Paso, Texas.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 24, 1918.

Mrs. Margaret Buckler,
Ysleta, Texas.

Dear Madam:

Herewith for your signature Agreement to Sell for the eleven and fifty-three hundredths (11.53) acres required by the United States for the right of way of the El Paso Valley Mesa Drain.

The land has been appraised by a member of the Water Users' Association and a representative of the Reclamation Service, and the United States will allow you for same as follows:

6 acres uncultivated at \$50. per acre.....	\$300.00
5.53 " cultivated at \$100. " "	<u>553.00</u>
Total.....	\$853.00

Bridge to be constructed at point you may designate.

Very truly yours,

U. S. RECLAMATION SERVICE

By

Lm. Lamm.
Project Manager

Enc.

CANAL

El Paso Valley Mesa Drain

1. Mailing address of each party Mrs Margaret Buckler
Yaleta Texas Widow
2. List of improvements (state, as by itemized bill, how total consideration was fixed):
11.53 A = 863⁰⁰
2 Bridges 250⁰⁰ (over) 863⁰⁰
Fluvial 350⁰⁰ 500⁰⁰
1713
3. 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 encumbrances:

4. 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): _____: acreage _____,
assessed at \$ _____. Other available information:

5. Grantor agrees that Service may order abstract of title and make deduction therefor.
Grantor will order abstract of title.
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 at one.
Grantor states that land is now encumbered (as per Item No. 3), and will at once take steps to remove the encumbrance.
Grantor states that land is now encumbered (as per Item No. 3) and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done grantor will have to consult personally with the lienor.)
6. Cost of structures to be built by Service.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas.

DEC 27 1918

19

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 December 10, 1918 Rio Grande - Project.

Executed by L. M. Lawson, Project Manager

With Margaret Buckler

Estimated amount involved, \$ 863.00 (See Reverse, Par. 3.)

Purpose of agreement:

Authority No. 6-5

Purchase of right of way for El Paso Valley Mesa Drain.

Cost of structures - 2 bridges at \$250.00 each - 1 flume at \$350.00

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

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

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

Incl. Orig. & 3 copies Contract

Orig. & 1 copy Recommendation Certificate

Orig. & 1 copy Report Board of Appraisal

Two Blueprints

L. M. LAWSON

(Signature.)

Orig. 1 copy Rept. on
Land Agreement.

Denver, Colo., , 19

It is recommended that the above-described contract be approved

F. E. Weymanh.

Chief of Construction.

Inclosures:

1 orig. & 2 copies of contract.

1 " & 3 copies of form letters of transmittal.

1 " report on land agreement.

1 " cert. of necessity.

1 " rept. of board of appraisal.

1 blue print

Washington, D. C.,

JAN 24 1919

JAN 24 1919

Contract (and bond, if any), was approved by

MORRIS DIEN,

Assistant to the Director.

on JAN 24 1919

Original enclosed for record
and further appropriate action

El Paso, Texas, February 17, 1919.

From: District Counsel.
To: Chief Counsel, Washington.
Subject: Agreement, dated Dec. 10, 1918, with Margaret Buckler--Purchase of right of way for El Paso Valley Mesa Drain - Rio Grande Project.

1. Receipt is acknowledged of letter of February 12th from Acting Chief Counsel.

2. In letter of January 31st from this office in explanation of the matter in which the various amounts therein stated were arrived at, it was intended to convey the idea that the arrangement with Mrs. Buckler was to the effect that she would not be put to any expense for the title guaranty. In view of this fact the contract was not modified, but \$10.00 was added to the total compensation to be paid. This course has heretofore been adopted as we have had some difficulty in arranging a contract with the Stewart Title Guaranty Company whereby they are to furnish title guaranties. Such contract is now in course of preparation; in fact, has been signed by the Title Guaranty Company and we are now awaiting certain supporting papers from this company, which when received will put the contract in shape to be submitted for approval. Without such contract we have thought it best to put the payments for the title guaranties as a charge against the grantors and not as a direct payment by the United States. As soon as the contract for the supplying of the title guaranties is approved we will adopt the course suggested in Acting Chief Counsel's letter and make the agreement to sell conform strictly to the understanding with the vendor as to who is actually to bear the expense of title guaranties.

P.W.DENT
By C.F.Harvey

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CFH:T

El Paso, Texas,

February 17, 1919.

Mrs. Margaret Buckler,

Yaleta, Texas.

Dear Madam:

We desire to call your attention to the fact that you failed to place a \$1.00 internal revenue stamp on the warranty deed which you recently signed conveying right of way to the United States, *as called for in our letter of Jan. 31-19.* Will you kindly send us this stamp by first mail, in order that we may record the deed. Until this is received we are unable to complete the transaction.

Yours very truly,

P.W.DENT

By C.F. Harvey

District Counsel.

THIS IS TO CERTIFY That I have made personal examination of the El Paso County tax records, and find that on February 13, 1919, date of warranty deed running from Margaret Buckler to the United States, conveying certain land in in sec. 6, T. 32 S., R. 7 E., and in sec. 31, T. 31 S., R. 7 E., 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 13, 1919.

CFH:T

El Paso, Texas.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
warranty deed dated February 13, 1919, running from
Margaret Buckler to the United States of America.

Yours very truly,

P.W.DENT
By C.F. Harvey
District Counsel.

Enc 1.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

FEB 12 1919

From Acting Chief Counsel
To District Counsel, P.W. Dent, El Paso, Texas
Subject: Agreement dated Dec. 10, 1918, with Margaret Buckler--
Purchase of right of way for El Paso Valley Mesa Drain,
Rio Grande Project.

1. I am in receipt of Assistant District Counsel Harvey's letter of Jan. 31, 1919, saying, "The extra \$10.00 to be paid the contractor arises from the fact that it was agreed that the United States would bear the cost of title guaranty which is to be used in this case."

2. You will note that Article 2 of the agreement provides that the vendor will at his own expense furnish abstract of title, etc. The title guaranty is used in lieu of an abstract, therefore Article 2 of the agreement should have been appropriately modified before execution and provision made therein for the United States to bear the expense in question instead of increasing the consideration \$10.00 (See par. 20, P. 257 of Manual, Vol. 1.).

Ottomar Kanne

CFH:T

El Paso, Texas.
Jan. 31, 1919.

Mrs. Margaret Brokier,
Yaleta, Texas.

Dear Madam:

Transmitted herewith is warranty deed for the 11.53 acres, right of way for the Mesa Drain. Please execute and return this deed to our office without delay. We are today ordering title guaranty covering this transfer, but before this title guaranty can issue, it is necessary that the enclosed deed be returned to this office and by us put on the official County records.

It is also necessary that we secure a possessory certificate showing your actual possession of this land, and a form for this purpose is enclosed. You will note that a space is left blank where the number of years you have really been in possession is to be inserted. Kindly insert such number of years, at least five, as you can swear to and return the form to this office together with the deed.

As soon as all papers are completed and in this office, we will mail you a check for \$853.00, as stated in our letter of December 10th.

An internal revenue stamp for \$1.00 must be affixed to this deed and it is customary for the grantor to supply this stamp, and we ask that you do not over-look this matter.

Yours very truly,

C.F. HARVEY

Enc 2.

Assistant District Counsel.

CFH:T

El Paso, Texas.
Jan. 31, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is agreement to sell, dated December 10, 1918, running from Margaret Buckler to the United States of America.

Yours very truly,

C.F.HARVEY

Enc 1.

Assistant District Counsel.

EL PASO Valley Mesa Drain

CFH:T

El Paso, Texas,

Jan. 31, 1919.

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

Gentlemen:

Transmitted herewith is blueprint showing a tract of 11.53 acres across land owned by Mrs. Margaret Buckler some 2½ miles North of Belen, Texas, in Northwest quarter of the Northeast quarter of Sec. 6, Township 32 South, Range 7 East. We believe you will be able to locate this tract readily from the property maps now in your possession.

We are today sending Mrs. Buckler a warranty deed for this 11.53 acres and will have it recorded as soon as it is executed. Kindly supply title guaranty. The consideration is \$863.00.

Yours very truly,

C.F.HARVEY

Enc 1.

Assistant District Counsel.

CRH:T

El Paso, Texas,
Jan. 31, 1919.

From: Assistant District Counsel.
To: Director and Chief Engineer, Washington, D.C.
Subject: Agreement dated Dec. 10, 1918, with Margaret
Buckler - Purchase of right of way for El Paso
Valley Mesa Drain, Rio Grande Project,

1. Receipt is acknowledged of copy of letter of
January 24th from Assistant to the Director to Chief of
Construction.

2. You are advised that \$863.00 is the total money
consideration that was agreed upon with the proposed vendor.
The acreage is corrected stated as 5.53 acres at \$100.00 per
acre, which should have been \$553.00 in the Report on Land
Agreement. The extra \$10.00 to be paid to the contractor
arises from the fact that it was agreed that the United
States would bear the cost of the title guaranty, which is to
be used in this case and which will amount to \$10.00.

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CC. to Chief of Construction.
CC. to P.M.