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SCHUTZ, H. H. et. ux. Marian C.

WARRANTY DEED

(065)

FRANKLIN DRAIN

Soc 14-32

14-(54) TEXAS

0023-0080-0054-00

THE STATE OF TEXAS. )  
COUNTY OF EL PASO. )

KNOW ALL MEN BY THESE PRESENTS; That we, H. H. Schutz  
and Marian C. Schutz, husband and wife,

of the County of Oklahoma, State of Oklahoma, in consideration  
of the sum of two hundred and sixty-six and 70/100 (\$266.70)  
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 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 par-  
cel of land, lying in the County of El Paso and State of Texas  
and more particularly described as follows, to-wit:

A tract of land situated approximately one mile southeast  
of the town of Socorro, Texas, in the North half of the Northeast  
quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section Nineteen (19) and the South half of  
the Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section eighteen (18), both of  
Township thirty-two (32) South, Range seven (7) East U. S. Recla-  
mation Service survey, being also in Surveys 160 and 161 of the  
Socorro Grant and more particularly described as follows: Begin-  
ning at the most easterly corner of the tract of land hereinafter  
described which is a point on the property line between land of  
the Grantor herein and S. Bevan, said property line being also  
the boundary line between Survey 159 and said Survey 160 and  
from which point the Northeast corner of said Section Nineteen (19)  
bears North 74°04' East seven hundred twenty-four and nine tenths  
(724.9) feet; thence South 62°30' West one hundred twenty-three  
and no tenths (123.0) feet along said property line; thence  
North 40°15' West three and three tenths (3.3) feet; thence to the  
left along a three hundred thirty-three and six hundredths (333.06)  
feet radius curve two hundred forty and forty-four hundredths  
(240.44) feet; thence North 81°46' West nine hundred forty-eight  
and two tenths (948.2) feet to point on property line between  
land of the Grantor herein and Survey 46 - No. 2; said last named  
property line being also the boundary line between said Survey 161

Read M.C.F.

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, February 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 H. H. Schutz et ux., in north half of the northeast quarter sec. 19, south half of southeast quarter and southeast quarter of the southwest quarter of sec. 18, T. 32 S., R. 7 E., U.S.R.S. survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

GEO W HOADLEY

Field Assistant.

Affidavit.

The State of Oklahoma, County of Oklahoma.

Before me, the undersigned authority, this day personally came and appeared H. H. Schutz, 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 post-office address is Oklahoma City, Oklahoma; that he is the same party who executed a contract with the United States of America dated February 16, 1920, agreeing to convey to the United States a certain right of way containing 6.4 acres of land, more or less, in the north half of the northeast quarter of sec. 19, south half of the southeast quarter and southeast quarter of the southwest quarter of sec. 18, township 32 south, range 7 east, El Paso County, Texas, and in said contract more fully described; and that prior to and including the date of said contract, he, affiant, together with Nora E. Sharp, his predecessor in title, with whom he holds privity of estate, for a period of five (5) years, held actual, peaceable, adverse, continuous, exclusive, and hostile possession of the tract of land embodied in Surveys Nos. 160 and 161 of the Socorro Grant of which the said described right of way agreed to be conveyed to the United States is a part, cultivating, using, and enjoying the said entire tract and, and he, affiant, since acquiring title from the said Nora E. Sharp, has paid all State and County taxes assessed against the said land.

H H SCHUTZ

Sworn to and subscribed before me this 18th  
day of January, A. D. 1920.

(SEAL)

Gladys Modigan  
Notary Public in and  
for Oklahoma County,  
Oklahoma.

My com. exp. Oct 23-1923

THIS IS TO CERTIFY, In reference to purchase of 3.2 acres of land under contract with H. H. Schutz et ux. dated February 16, 1920:

That the tax statement contained in the title guaranty issued under date of December 22, 1920, relates to land a portion of which has been acquired under the said contract, and that the taxes for the years 1919 and 1920 shown to be <sup>then</sup> unpaid have been paid by the Reclamation Service and deduction therefor made from the voucher in payment to vendor; and that the consideration expressed in the warranty deed running to the United States, \$266.70, is for one-half of the total amount named in the contract to sell, this being the amount in settlement, less amount of taxes for 1919 and 1920, to be paid to vendor, vendor being able to show title in himself to only the land lying in Surveys Nos. 160 and 161 of the Socorro Grant, which is described in the deed and the acreage of which amounts to exactly one-half of that described in the agreement to sell.

El Paso, Texas,  
January 11, 1920.

P. V. DENT

District Counsel.

The inclosures accompanying this land purchase are as follows:

- Title guaranty, with tax statement.
- Warranty deed with 1 copy and 2 blueprints.
- Orig. agreement to sell.
- Possessory certificate with 1 copy.
- Extra copy above certificate.

*Poss. affidavit*  
Reference is made to letter March 26, 1920, from Dr. to C. E. in regard to land purchase from J. W. Johnson, Rio Grande project.

Oklahoma  
THE STATE OF ~~TEXAS~~ }  
Oklahoma }  
COUNTY OF ~~EL PASO~~ } BEFORE ME, Gladys Madigan  
A Notary Public in and for ~~El Paso~~ Oklahoma County, ~~Texas~~, on this day  
personally appeared: H. H. Schutz

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 8th day of December A. D. 1920  
(SEAL) Gladys Madigan  
My com exp Oct 23, 1923 Notary Public.

Oklahoma  
THE STATE OF ~~TEXAS~~ }  
Oklahoma }  
COUNTY OF ~~EL PASO~~ } Before me, Gladys Madigan  
A Notary Public in and for  
Oklahoma Oklahoma  
~~El Paso~~ County, ~~Texas~~, on this day personally appeared: Marian C. Schutz wife of  
H. H. Schutz 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 Marian C. Schutz 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 8th day of December A. D. 1920  
(SEAL) Gladys Madigan  
My com exp Oct 23, 1923 Notary Public

50-cent U. S. Doc. Rev. Stamp  
affixed and cancelled.  
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 8th  
day of December, A. D. 1920, with its certificate of authentication, was filed for record in my  
office this 22 day of Dec, A. D. 1920, at 10:10 o'clock A. M.  
and duly recorded the 28 day of Dec, A. D. 1920, at 4:05 o'clock P. M.  
in the records of said County, in Volume 341 on Pages 384.  
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.  
(SEAL) W. D. Greet  
Clerk County Court, El Paso County, Texas.  
By Florence C Rock, Deputy.

TO	<b>WARRANTY DEED</b> Single and Wife's Separate Acknowledgment	19	Clerk.
		at _____ o'clock _____ M.	County Court, El Paso County, Texas.
		By _____	Deputy.

ELLIS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

of the County of El Paso, State of Texas, in consideration of the sum of \_\_\_\_\_ DOLLARS,

to \_\_\_\_\_ in hand paid by \_\_\_\_\_

\_\_\_\_\_ the receipt of which is hereby acknowledged  
has \_\_\_\_\_ Granted, Sold and Conveyed, and by these presents do \_\_\_\_\_ Grant, Sell and Convey unto the said

\_\_\_\_\_ 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:

and Survey 46 - No. 2 of Socorro Grant; thence North 62°30' East,  
one hundred ninety-three and eighty-one hundredths (193.81) feet along  
said property line to the point of intersection with southwesterly  
right of way line of a county road, from which last named point the  
Northeast corner of said Section eighteen (18) bears North 18°55'24"  
East five thousand four hundred ninety and three tenths (5490.3) feet;  
thence along the southwesterly right of way line of said county road as  
follows: South 82° 0' East, seven hundred twenty-nine and sixty-three  
hundredths (729.63) feet; South 84°27'30" East, forty-four and forty-  
three hundredths (44.43) feet, South 82°30' East one hundred eighty-eight  
and forty hundredths (188.40) feet and South 40°09' East two hundred  
two and eighty hundredths (202.80) feet to the point of beginning; said  
tract of land containing three and twenty hundredths (3.20) acres more  
or less.

Correct as to Engineering Data R.W.K.

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

WITNESS our hands at Oklahoma City this 8th day of  
December, A. D. 19 20.

Witnesses at Request of Grantor  
\_\_\_\_\_ H. H. Schutz  
\_\_\_\_\_ Marian C. Schutz



Legal  
RECEIVED  
MAR 27 1920

AGI-M

MAR 23

Assistant to the Director

Chief of Construction

Contracts formal - Agreement to sell dated Feb. 16, 1920, with  
H. H. Schutz and wife, covering purchase of 6.4 acres of  
land for right of way, Franklin Drain - Rio Grande Project.

1. Your letter of March 16, 1920, accompanying the above mentioned contract and related papers, is acknowledged.
2. Further action upon the contract submitted with be withheld pending receipt of report from the Project Manager on your observations in par. 2.
3. Copies of this letter to the Project Manager and District Counsel will serve for their guidance.

Copy to P. M., El Paso ✓  
D. C., "

*[Handwritten signature]*



MAR 31 1920

Assistant to the Director

Project Manager, El Paso, Texas.

Agreement to sell dated February 16, 1920, with H. H. Schutz and wife, covering purchase of 6.4 acres of land for right of way, Franklin Drain- Rio Grande Project.

1. Your letter of March 22, 1920, replying to observations of the Chief of Construction in his letter to the Director of March 16, 1920, above subject, is acknowledged.

2. In view of your explanation, the statement of consideration to be paid for the land at paragraph 6 of the Report on Land Agreement, with the explanation therein set forth of the additional amount of \$15.00 allowed for title guaranty certificate, is satisfactory. As the vendors in such cases will naturally take into consideration the expense of furnishing this certificate in fixing their price for the land, it does not seem inappropriate to explain the matter as you have in said paragraph 6 of the Report on Land Agreement accompanying the contract.

3. The contract has been approved as submitted, with the understanding that you will insert after the word "selling" in line 6 from the bottom of paragraph 11 of the contract, the words "of goods through a bona fide commercial representative employed".

Copy to D. C., El Paso, Tex.  
" " C. of C.

*Morris Riser*

El Paso, Texas, August 6, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

There is inclosed an application for title certificate for 6.4 acres of land held by H. E. Schutz in N $\frac{1}{2}$  of NE $\frac{1}{4}$  sec. 19, S $\frac{1}{2}$  of SE $\frac{1}{4}$  and SE $\frac{1}{4}$  of SW $\frac{1}{4}$  sec. 18, T. 32 S., R. 7 E., which is in Surveys Nos. 160, 161, and 46 (No. 2) of the Socorro Grant. This land is more fully described on the attached blueprint and in contract between Schutz and the United States dated February 16, 1920, Book 353, page 418. We have been unable to obtain an abstract for the land, but understand that you are in a position to run out a memorandum of title upon which the necessary examination may be based. The land was acquired by Schutz by a deed dated August 21, 1918, running from Nora E. Sharp, a feme sole (Book 320, p. 537); vendor's lien; release dated September 23, 1918 (Book 326, p. 62); deed of trust dated October 1, 1918, from Schutz and wife to J. S. Morrisson, trustee (Book 115, p. 142), which is still effective as far as our examination of the records discloses. While the land description of the Government right of way includes a portion of what is best described as Survey 46 (No. 2), the above described conveyances refer only to Nos. 160 and 161. Mr. Otto C. Ern of this city is the beneficiary under the deed of trust and we are endeavoring to get him to release and expect to hear from him favorably on this matter within a very few days.

The above information is supplied upon the suggestion of Mr. Gillot, to the end that you may, anticipating clear title in the United States, make the proper investigation upon which to base the issuing of title certificate. It is our intention to have Mr. Schutz execute an affidavit and have same corroborated if necessary, as to his possession of the land, which affidavit will be sufficient, according to our understanding of the facts, to perfect a limitation title. We shall be glad to secure release of the trust deed from Mr. Ern and warranty deed running to the Government as soon as we hear from you further as to other matters concerned in the title.

incls.

Very truly yours,

F W DENT

District Counsel.

CFH-2

El Paso, Texas,  
April 7, 1920.

County Clerk,  
El Paso County, Texas,  
El Paso, Texas.


Dear Sir:

Transmitted herewith for official record  
are two contracts, as follows:

Between United States and William Moon et ux  
dated Jan. 31, 1920.

Between United States and H. H. Schutz et ux  
dated February 16, 1920.

Very truly yours,

  
~~G. P. Harvey~~

~~Asst.~~ District Counsel.

El Paso, Tex., March 21, 1920.

Project Manager

Director, Washington, D. C.

Agreement to sell dated February 16, 1920, with H. H. Schutz and wife, covering purchase of 6.4 acres of land for right of way, Franklin Drain - Rio Grande Project.

1. Receipt is acknowledged of copy of letter of March 16, 1920 from Acting Chief of Construction to Director. In reference to the observations as to the price to be paid vendor, I am aware of the fact that the statement in the report upon land agreement is in one sense somewhat anomalous. However, the fact in the case is simply that in these negotiations for right of way, the Service must bear the cost of abstracting or of title guarantee when the net import of the figures is considered, that is, whether or not the agreement to sell recites that vendor or the United States is to stand the expense, the United States is always the party that is actually going to foot the bill. In taking right of way through a landowner, he is not going to allow himself to be prevailed upon to pay for any incidental costs arising out of the transaction. If this were the case, in many transactions where a small consideration is to be paid and abstract had to be purchased instead of a title guarantee, the landowner would actually be owing the Government money, before we got through, and you will appreciate, of course, that \$15.00 (in this case the cost of title certificate) looks as good to the landowner in comparison with the sum of \$518.40 as it would if only a relatively small amount were to be paid, and also the landowner would bargain just as hard for \$15.00 in this connection as he would for a possible \$25.00, \$50.00, or \$75.00 if an abstract of title had to be purchased.

2. As to paragraph 2 (d), the omission of the words from the agency clause is a clerical error and this will be corrected and correction initialed by the parties to the contract before same is recorded.

3. In view of the above explanations we trust there will be no difficulty in securing approval of this contract.

4. It will be found that allowance for title certificate is made in a similar manner in other right of way transactions and it is suggested that these remarks may well apply to the

other cases as they come up, in order that there will  
be no further doubt as to the method of fixing the amount  
to be paid the landowner.

- - - -

L. M. Lawson

CC - C. of C.

*D. C. El Paso*

March 16, 1920.

Acting Chief of Construction,

Director, Washington.

Agreement to sell dated February 16, 1920, with H. H. Schutz and wife, covering purchase of 6.4 acres of land for right of way, Franklin Drain - Rio Grande Project.

1. Agreement to sell and related papers are herewith transmitted for your consideration.

2. The following observations are made:

(a) The agreement to sell, the report of board of appraisal and the certificate of necessity show that the consideration to be paid the vendor for the land is \$533.40.

(b) Paragraph 6 of the report on land agreement shows that the consideration to be paid for the land is \$518.40, this sum being for 6.4 acres at \$81.00 per acre.

(c) Under paragraph 10 of the agreement to sell the vendor is required to furnish at his own expense a title guaranty certificate, which costs \$15.00, thus it is not clearly understood why the consideration to be paid for the land, namely, \$518.40, should be increased by \$15.00, thus showing \$533.40 in paragraph 5 of the agreement to sell as the amount to be paid.

(d) The words "\*\*\* of goods through a bona fide commercial representative employed \*\*\*" are omitted after the word "selling" in line 6 from the bottom of paragraph 11 of agreement to sell.

Enclosures:

- Orig. & 3 copies of form letter,  
" 2 " " contract,  
" report of board of appraisal dated 3/8/20,  
" certificate of necessity dated 2/16/20,  
" report on land agreement dated 2/16/20,  
1 blueprint No. 9, 1255-L55, March 1919.  
CC - P.M., El Paso, Tex.  
D.C., El Paso, Tex. ←

CHAS P. WILLIAMS

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas  
Oct. 24, 1919

Mr. Harry H. Schultz,  
State Capital,  
Oklahoma City, Okla.

Dear Sir:-

Am enclosing herewith blue print showing  
Right of Way taken out of Survey #160 and 161 of  
the Socorro Grant.

If I remember rightly, you said you were  
in possession, or about to get possession, of this  
tract.

What I am after is to find the present  
owner in order to get a Quit Claim Deed for the Right  
of Way signed.

Very truly yours,

*Geo. W. Hoadley*  
Right of Way Agent

*Hoadley:*

*Sown above tract*

*H. H. Schutz*

*10/28/19*



32107

COMPARED

RELEASE UNDER

INDEXED

Book of 5<sup>th</sup> vol

10th & 5th

H. S. Morrison Jr.

M. H. Belmont TO

State of Texas  
County of Waller

I hereby certify that this instrument was

filed for record on the 2nd

day of Dec A. D. 1932

at 10:10 o'clock A. M. and duly

recorded in book \_\_\_\_\_

page \_\_\_\_\_ of the Records of Deeds and

Mortgages of said county.

W. D. Greer  
County Clerk and Ex-Officio Registrar

Julia Cooper  
Deputy

1940 Dees, \$ 341  
582

Witness my hand and the seal of the County Court of said  
County, Texas, this 2nd day of December, 1932.

W. D. GREER

County Clerk

Julia Cooper  
Deputy

El Paso, Texas, December 13, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Inclosed is warranty deed and release relating to 3.2 acres of land included in Surveys Nos. 160 and 161, Socorro grant, a part of the tract of 6.4 acres which included land to the north of these surveys for which we formerly requested title certificate but which land to the north did not prove, upon investigation, to be vested in Mr. Schutz. There is a print inclosed showing by yellow line where the north line of Survey 161 intersects the drain right of way, and the land description in the deed and release has been re-figured so as to include only the land to the south of this line, the acreage being exactly one-half of the entire right of way shown in the print. The consideration has been reduced accordingly and is now fixed at \$266.70, and we desire title certificate based upon this amount for 3.2 acres as described in the deed herewith, running to the United States. This letter may be used as amendatory of the application for title certificate formerly executed, sent with my letter of August 6 of this year.

A letter of transmittal to county clerk is inclosed, for use in having deed and release recorded.

This matter was gone over in a general way with Mr. Dinsmore when he was in this office a few days ago, and he is in possession of the details, and was of opinion that title certificate could issue in accordance with the above.

Very truly yours,

P W DENT

District Counsel.

incls.

El Paso, Texas, December 13, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for recordation are warranty deed dated December 8, 1920, running from H. H. Schutz et ux. to the United States, and release dated December 4, 1920, running from J. S. Morrisson and Otto C. Ern to Schutz et ux.

Very truly yours,

F W DEWE

District Counsel.

incls.

RELEASE UNDER *Deed of Trust*

STATE OF Texas  
COUNTY OF El Paso

WHEREAS, on the 1st day of October, A. D. 1918,

H. H. Schutz and Marian C. Schutz, husband and wife  
of Oklahoma City

County of Oklahoma, State of Oklahoma, did execute,  
acknowledge, and deliver to J. S. Morrisson, Trustee,

of El Paso, County of El Paso

State of Texas, a certain deed of trust

duly recorded in the records of El Paso County, Texas

in Book of Mtgs., page 142, all that certain tract or parcel of land, lying and being

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

described as follows, to-wit:

Being known and described as Surveys Nos. 160 and 161 of the Socorro Town Grant and being the same property conveyed by Roger H. Hatchett to Nora E. Sharp by deed dated June 8, 1917, recorded in Book 310, page 604, in records of El Paso County; the said deed of trust being given to secure three promissory notes therein more fully described, payable to the order of Otto C. Ern of El Paso, Texas:

AND WHEREAS, by agreement dated February 16, 1940, between the United States  
of America and the said H. H. Schutz and Marian C. Schutz

the said last named parties

agreed to convey a certain tract or parcel of land for a canal right of way for the Rio Grande Project

free of all existing liens or encumbrances, which land is ~~described as follows~~ therein more fully  
described but the title to which upon investigation is found to be  
satisfactory to a portion only of the above described land, said title  
in satisfactory condition relating in part to land which is described  
as follows and which is to be conveyed to the United States under the  
said agreement to sell: A tract of land situated approximately one mile  
southeast of the town of Socorro, Texas, in the N $\frac{1}{2}$ NE $\frac{1}{4}$  of Sec. 19 and the  
S $\frac{1}{2}$ SE $\frac{1}{4}$  of Sec. 18 both of T. 32 S., R. 7 E., U. S. Reclamation Service survey  
being also in Surveys 160 & 161 of the Socorro Grant and more particularly  
described as follows: Beginning at the most easterly corner of the tract of  
land hereinafter described which is a point on the property line between  
land of the Grantor herein and S. Bevan, said property line being also the  
boundary line between Survey 159 and said Survey 160 and from which point  
the Northeast corner of said Sec. 19 bears N.74°04'E, 724.9 feet; thence  
S 62°30' W. 123.0 feet along said property line; thence N.40°15'W. 3.3 feet;  
thence to the left along a 333.06 foot radius curve 240.44 feet; thence  
N.81°46' W. 948.2 feet to point on property line between land of the Grantor  
herein and Survey 46 -No.2; said last named property line being also the  
boundary line between said Survey 161 and Survey 46-No.2 of Socorro Grant;  
thence North 62°30'E. 193.81 feet along said property line to the point of  
intersection with southwesterly right of way line of a county road, from  
which last named point the Northwest corner of said Sec. 18 bears N.18°55'  
24" E. 5490.3 feet; thence along the southwesterly right of way line of  
said county road as follows: S.82°0' E. 729.63 feet; S.84°27'30" E. 44.43  
feet, S. 82°30' E. 188.40 feet and S.40°09' E. 202.80 feet to the point  
of beginning; said tract of land containing three and twenty hundredths  
(3.20) acres more or less.

Now, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That we, the said

J. S. Morrison, Trustee, and Otto C. Ern, Beneficiary

for and in consideration of the premises and of One Dollar (\$1.00) to us in hand paid, the  
receipt whereof is hereby acknowledged, do hereby remise, set over, release, and reconvey unto the  
said H. H. Schutz and Marian C. Schutz, their

heirs and assigns, all and singular, the property and premises herein last above described,  
forever free and quit of the above named encumbrance, expressly reserving, however, all rights under  
the said trust deed against all the remaining described land in the same manner and effect  
as if this release had never been executed.

IN TESTIMONY WHEREOF, the said J. S. Morrisson and

Otto C. Ern have

hereunto

subscribed their names this, the 4th day of December, A. D. 1920.

Signed, sealed, and delivered in the presence of—

*J. S. Morrisson*  
*O. C. Ern*

STATE OF Texas }  
COUNTY OF El Paso } ss.

On this 6th day of December, 1920,

before me personally appeared J. S. Morrisson and Otto C. Ern

to me known

to me

to be the persons described in and who executed the foregoing instrument, and acknowledged that

they executed the same as their free act and deed, and for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*J. S. Morrisson*  
Notary Public, El Paso

My commission expires June 1, 1921. County, Texas.

J. A. WHITEHURST  
PRESIDENT

LESLIE BUSH  
SECRETARY



OKLAHOMA

COOPERATIVE CROP REPORTING SERVICE  
W. B. HAMLIN, STATE STATISTICIAN  
H. H. SCHUTZ, FEDERAL STATISTICIAN

Oklahoma City, April 18, 1921.

Mr. P. W. Dent,

El Paso, Texas.

Dear Sir:

Yours of the 16th just received; the same mail brought a Reclamation check from the First National Bank. I regret very much that this affair has bothered you so greatly. As a matter of fact, however, had you dropped me a line last month stating that the check had been turned over to the bank, the need of your letter with its unnecessary final paragraph might easily have been avoided.

Very truly yours,



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

Witnesses:

Marian C Schutz

of \_\_\_\_\_

H H Schutz

Vendor.

of \_\_\_\_\_

The United States of America,

of \_\_\_\_\_

By L M Lawson

Project Manager U. S. R. S.

of \_\_\_\_\_

STATE OF Oklahoma

COUNTY OF Oklahoma

} ss:

I, J E Hay, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that H H Schutz and Marian C Schutz who are personally known to me to be the persons 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 Marian C Schutz separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she did declare that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

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

[SEAL.] J E Hay

My commission expires Aug 11 1923

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 191

Comptroller, U. S. R. S.

10. In consideration of the premises, the Vendors further agree, before the money or other consideration herein named shall be paid by the United States, to furnish at their own expense title guaranty certificate 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 Vendors 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 Vendors, such title guaranty certificate may be procured by the United States at the expense of the Vendors 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 Vendors 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 Vendors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or procure the same to be obtained upon compensation in any <sup>way</sup> 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 them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree 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 does not apply to the selling by the vendors, <sup>through a bona fide commercial representative employed</sup> in the regular course of their 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.

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved on behalf 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 five hundred thirty-three (\$533.40) 40/100

.....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

February 16, 1920

.....notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until February 16-1920, 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 by the Comptroller or Director and Chief Engineer of the Reclamation Service, and shall terminate by limitation at the expiration of twenty-four months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

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

Approved May 27, 1910, by the  
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made this 16th day February,  
twenty  
nineteen hundred and ~~nineteen~~, between H. H. Schutz  
and Marian C Schutz, his wife, of Oklahoma  
County, Oklahoma, for themselves, their heirs, legal represen-  
tatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

of the 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 dollar (\$1.00), 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 the town of  
Socorro, El Paso County, Texas, in the north half of the northeast  
quarter of sec. 19, south half of southeast quarter and southeast  
quarter of the southwest quarter of sec. 18, township 32 south, range  
7 east, United States Reclamation Service survey, being also in surveys  
Nos. 160 and 161 and 46 of the Socorro Grant, and more particularly des-  
cribed as follows: Beginning at the most easterly corner of the tract  
of land herein described, which is a point on property line between land  
of the grantor herein and S. Bevan, from which point the NE. cor of said  
sec. 19 bears N. 74°04' E. 724.9 feet; thence S. 62°30' W. 123 feet along  
said property line; thence N. 40°15' W. 3.3 feet; thence to the left  
along a curve of 333.06 feet radius 240.44 feet, measured on 100-foot  
chords; thence N. 81°46' W. 2038.8 feet to a point on the property line  
between land of the grantor herein and M. Jurado; thence N. 10°43'30" W.  
126.9 feet along said property line; thence S. 80°30' E. 80.4 feet to  
south right of way line of county road; thence along said right of way  
line as follows: S. 80°30' E. 81.8 feet; S. 82°0' E. 270.09 feet; S. 81°55'  
E. 401.03 feet; S. 81°05' E. 455.61 feet; S. 82° E. 729.63 feet; S.  
84°27'30" E. 44.43 feet; S. 82°30' E. 188.4 feet; and S. 40°09' E.  
202.8 feet, to point of beginning; said tract of land herein described  
containing approximately six and four-tenths (6.4) acres;

Correct as to Engineering Data S.M.A.

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.

**No buildings.  
All cultivated.**

<b>6.4 acres at \$81</b>	<b>\$518.40</b>
<b>Amount allowed for title guaranty, which expense will under this agreement be borne by vendor</b>	<b>15.00</b>
	<b><u>\$533.40</u></b>

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, and all covered by usual water rights under Rio Grande project, El Paso Valley.**

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

**\$100 - \$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.

**Franklin drain will be of general benefit to the community.**

Dated **El Paso, Texas, February 16 30**

(Signature).....**LEO W HOADLY**.....

(Title).....**Field Assistant.**.....

*In Charge of Negotiations.*

Approved: **L M LANSOE**

*Project Manager.*

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **the 16th day February** 19 **20**, with  
**H H Schutz and Marian C Schutz, husband and wife,**

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

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

County, **Texas.**

1. State description and *approximate area* of land to be conveyed. **6.4 acres in N $\frac{1}{2}$  of  
NE $\frac{1}{4}$  sec. 19, S $\frac{1}{2}$  SE $\frac{1}{4}$  and SE $\frac{1}{4}$  SW $\frac{1}{4}$  sec. 19, T. 32 S., R. 7 E., U.S.R.S.  
survey, El Paso County, Texas.**

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

**Land is in State of Texas; no U. S. public lands in this State. Is  
portion of a Mexican grant.**

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.

**H. H. Schutz and Marian C. Schutz, husband and wife, State Capitol,  
Oklahoma City, Okla.**

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, names above stated. No leases.**

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

**Subject to right of way by virtue of stock-subscription contract with  
water users' assn (now District); right of way under this agreement  
not being invoked.**

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated February 16, 1920, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Franklin drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$533.40, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

El Paso, Texas,

February 16, 1920.



We, the Undersigned, members of the board designated to fix the value of the land agreed to be conveyed by H. H. Schutz and wife, as right of way for Franklin drain, Rio Grande project, as shown in contract with these parties dated February 16, 1920, find that the fair and reasonable value of said land is \$533.40.

(sgd.) J. D. Pouchet

Representative of El Paso  
County Water Improvement  
District No. 1.

(sgd.) Geo. W. Hoodley

Representative of U. S.  
Reclamation Service.

El Paso, Texas,

3/8/20

Inclosures:  
 Original and <sup>24</sup>3 copies of form letter of transmittal.  
 Original and <sup>3</sup>1 copy appraisal rept.  
 " and 1 copy cert. of recommendation.  
 " and 1 copy rept. on agreement to sell.  
 2 blueprints.

Remarks:

*[Faint, mostly illegible text in the Remarks section]*

*[Faint, mostly illegible text in the middle section]*

*[Faint, mostly illegible text in the middle section]*

*[Faint, mostly illegible text in the middle section]*

**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. 3a-h, pp. 201-2, 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 7-681) 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. 213, 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.

Form 7-5231  
Revised June, 1919 (3-501)  
**DEPARTMENT OF THE INTERIOR**  
**UNITED STATES RECLAMATION SERVICE**

**Rio Grande Project, El Paso, Texas, MAR 8, 1920.**  
(Date)

**Project Manager to Chief of Construction, thru District Counsel.**  
(Place)

**Subject: Forwarding for approval contract dated Feb 16 1920**  
(Date)

**With H H Schutz and Marian O Schutz, husband and wife.**  
(Name)

**Estimated amount involved, \$ 533.40**  
(Amount)

**Accompanied by bond and 2 copies of Clearing Acct.**  
(Bond)

**Purpose: Purchase of 6.4 acres for right of way for Franklin drain.**  
(Purpose)

**(See letter Feb. 5, 1920, from Asst. to D r. to C. of C. for authority for use of par. 10 of this agreement.)**  
(Reference)

**Advise Project Manager at El Paso, Texas,**  
(Place)

**District Counsel at El Paso, Texas,**  
(Place)

**and Chief of Construction, Denver, Colorado.**  
(Place)

**of the approval of the above, using extra copy hereof.**  
(Action)

**Inclosures listed on the reverse**  
(Inclosures)

**NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 205, Vol. 1 of Manual.**  
(Note)

**L M L ANSON**  
(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by \_\_\_\_\_ on \_\_\_\_\_  
Chief of Construction.

Denver, Colo. **March 16, 1920.**

**Acting Chief of Construction to Director:**

It is recommended that the above described contract be

~~executed~~ approved and bond if any approved.

Inclosures:

Orig. & 3 copies of form letter, contract,

" report of Board of Appraisal dated 3/8/20,

" certificate of necessity dated 2/16/20,

" report on land agreement dated 2/16/20,

1 blueprint No. 9, 1255-L55, March 1919  
(See letter of this date from Acting Chief of Construction to Director.)

**CHAS. F. WILLIAMS**  
(Signature)

NEWSLKR:

Washington, D. C. **MAR 31 1920**

Contract approved and bond, if any, approved by \_\_\_\_\_

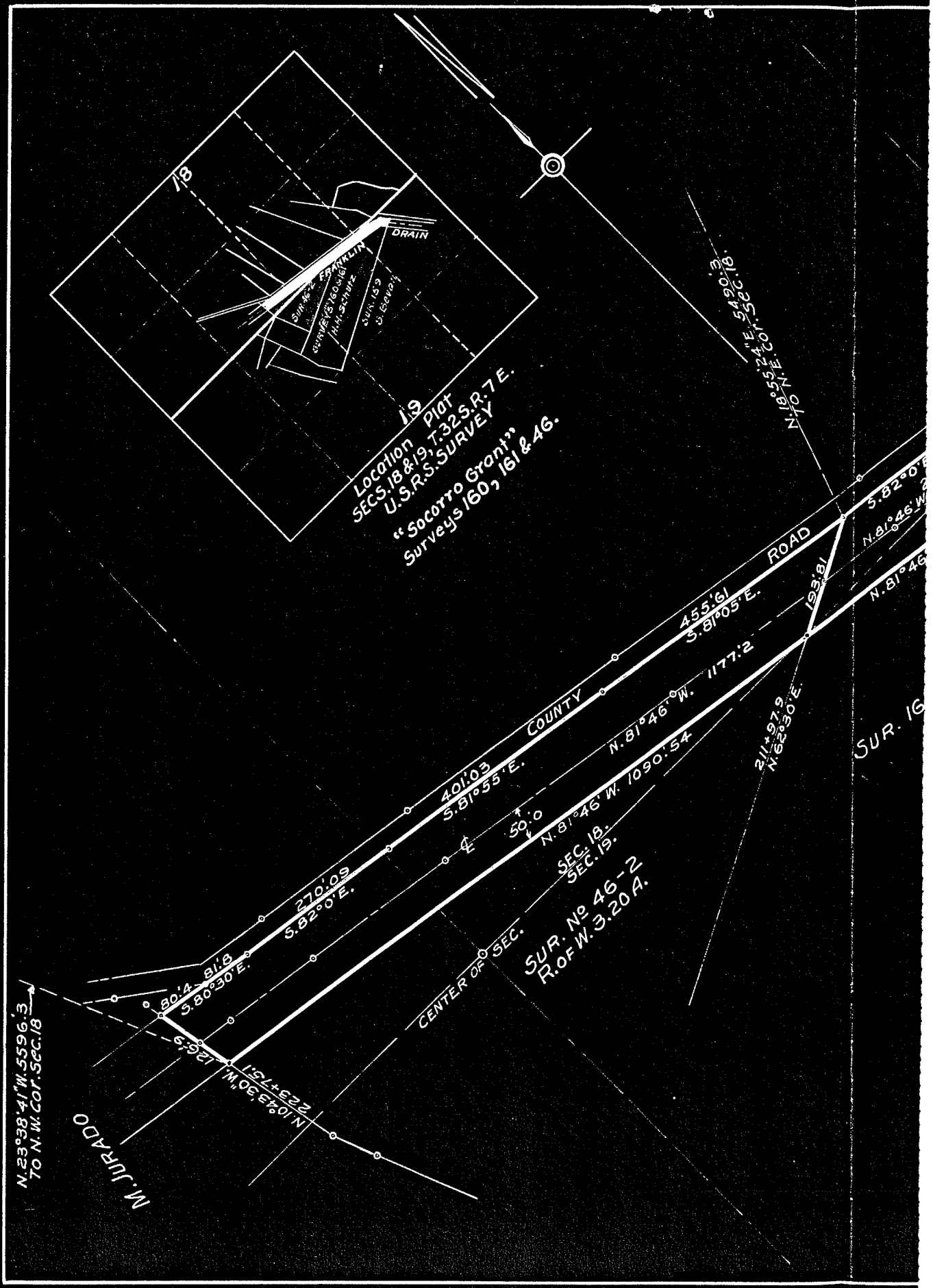
on **MAR 31 1920**

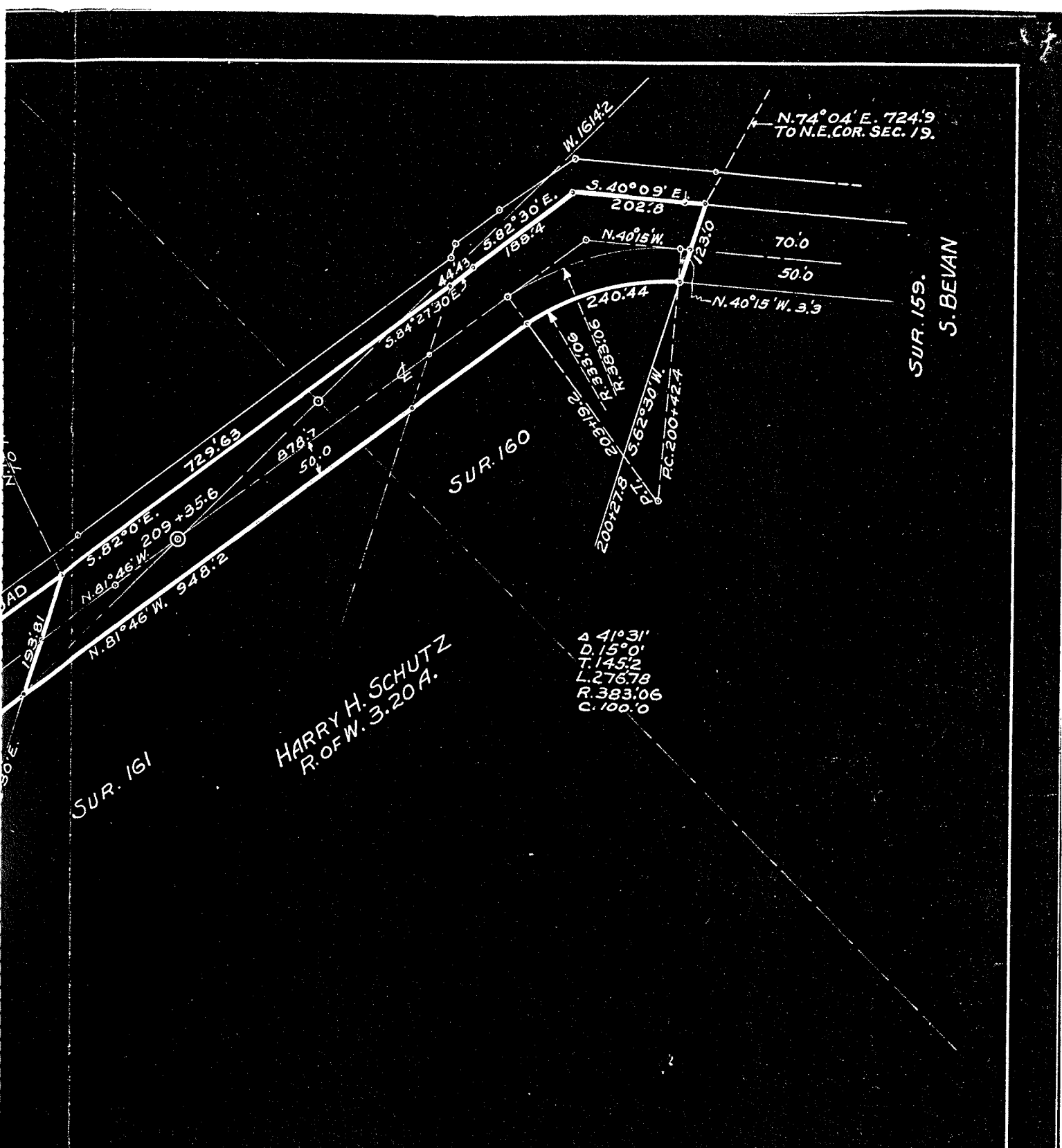
**MORRIS JEN**  
Assistant to the Director

Original enclosed to P.M. for record after insertion & initialing reference in para. 3 office letter of 3/17/20.

AND FURTHER APPROPRIATE ACTION

**MAR 19 20 9742**





SCALE: 1"=200'

DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT TEX.-N.M.  
 EL PASO VALLEY DRAINAGE  
 FRANKLIN DRAIN  
 RIGHT OF WAY

DRAWN: T.J.L. FIELD WORK: F.C.S.

CHECKED: G.W.H. APPROVED:

No 9 1255-L55 EL PASO, MCH. 1919