

180

SCHIDKNECHT & DAUGHERTY WARRANTY DEED FRANKLIN FEEDER CANAL (266)

002 3-0080-0036-00

14-(30) Texas

SR

THE STATE OF TEXAS, }
Culberson
COUNTY OF ~~EL PASO~~

BEFORE ME, J F Provine County Clerk
Culberson
in and for ~~EL PASO~~, County, Texas, on this day personally appeared

D M Daugherty

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

Given under my hand and seal of office this 11th day of November A. D. 1918

J F PROVINE

(SEAL)

County Clerk Culberson County Texas

THE STATE OF TEXAS, }
Culberson
COUNTY OF ~~EL PASO~~

BEFORE ME, J F Provine
Culberson

County Clerk

in and for ~~EL PASO~~, County, Texas, on this day personally appeared

~~J F Provine~~ Emma A Daugherty wife of D M Daugherty

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 Emma A Daugherty 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 11th day of Nov A. D. 1918

J F PROVINE

(SEAL)

Clerk County Court Culberson County Texas

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

I, W D Greet Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the day of Nov, A. D. 1918 with its certificate of authentication, was filed for record in my office this 20 day of Nov A. D. 1918, at 8:20 o'clock A. M. and duly recorded the 20 day of Nov A. D. 1918 at 11.05 o'clock A. M. in the records of said County, in Volume 322 on pages 163

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.

I M Woodard

By Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1918

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

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 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.

El Paso, Texas, November 19, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two warrenty deeds running from Schildknecht & Daugherty to the United States, dated November 11 (19), 1918.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

El Paso, Texas, November 11, 1918.

From District Counsel

To Chief Counsel, Washington.

Subject: Contract with Schildknecht and Daugherty dated September 21, 1918 - Rio Grande project.

1. Receipt is acknowledged of your letter of the 5th instant.

2. Mr. Harvey, in letter of October 22, undertook to explain why the wives of the parties were not joined in the agreement to sell and therefore thought it would appear that it had not been necessary to state these names and the addresses in the "Report on land agreement." However, the last paragraph of your letter calls for further report, and the following is submitted:

3. This office appreciates, as stated in the third paragraph of your letter, that the mere statement that land is partnership property is not very illuminating for the purpose of passing upon a title, but the particular report has never been regarded as furnishing adequate information for passing upon the titles. The brief statement that the "land is partnership property" was brought about by the following, which, in view of all the circumstances of the case, is about all that could well be put in this report, which looks only to a later conveyance and does not purport to substantiate the title:

4. Information as to the exact nature and value of the interests of the two contractors in question cannot be obtained and is a subject upon which we are hardly at liberty to inquire. Their land interests are very likely involved in other matters besides their joint farming interests. An examination of the record title would throw little light upon the interests that might be asserted in case their affairs were wound up. Mr. Harvey states, from what he has been able to learn, the following: That of their various undertakings, the matter would, if it came under any sort of legal settlement, prove to be a very long story. As to the firm name itself, Mr. Schildknecht informed him that they could be called "Schildknecht & Daugherty," possibly "The Schildknecht and Daugherty Ranch," or just "A. Schildknecht and D. M. Daugherty," and "Schild-

knecht & Daugherty, ranch," appears in the local telephone book. Mr. Schildknecht further stated that their accounts are often carried in the local merchants' books under the name of "The Schildknecht and Daugherty Ranch." They sometimes go into a business venture together where their ranches are not directly affected but that still might be the means of affecting their ranch interests, as through creditors or otherwise.

5. Further reporting upon the names of the wives of the parties, Mr. Harvey states that Mr. Schildknecht is a single man and that the latter tells him Daugherty is married and his wife lives with him in Culberson County, Texas, but that the wife's name is not available at this writing. Otherwise, it would be supplied. Paragraph 11 of the instructions on the "Report on land agreement" states, "The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it." Further instructions in this paragraph and in the body of the report as to names and addresses would ordinarily be thought not to apply where the original purpose was eliminated by reason of the local laws. In view of letter of October 22, which it was assumed would afford ample explanation of why the wife was not joined in the contract, the instrument was recorded in its original form and without sending it out of town for another signature, and we trust that this course will not meet with disapproval.

6. As to the nature of the conveyance required from a partnership, I agree, as you state in paragraph 4, that the contract, and the deed as well, should be executed by all the partners, and this appears to be the essence of Mr. Harvey's letter of October 22. In fact, he states that the partnership conveyance should be "supported by one or all of the partners as evidenced by their individual signatures," and that such conveyance "involves clearing of the individual interests." The citations in regard to one partner's conveying away the interests of another were made not with a view of contending that all the partners should not be joined, but to show that if one partner could convey for the firm this, with the general Texas law as to the necessity of wife's joining (not joining in this case), would eliminate such necessity even more especially with reference to partnership conveyances, for if one partner may convey the interest of another partner, which by the nature of the holding could not be homestead property, and hence convey the interest of the wife of the other partner, absurdly he could convey his own wife's interest.

7. Invariably we try to run down all parties in interest when closing land purchases, and no small part of Mr. Harvey's time is spent upon this part of the work. It is impossible, however, always to state all parties in interest at the time the agreement to convey is signed or to make comprehensive explanation until title is examined as to why certain parties were or were not joined in the original agreement. If the report on land agreement is regarded as a means of passing upon title, it must necessarily be most unreliable. Also, in the agreement to sell, the contractor agrees to execute and deliver "a good and sufficient deed of warranty," etc. We again call attention to the fact that it is the intention to secure a title guaranty for this particular land purchase and that we may rely upon such guaranty both as to conveyance of a wife's interest and also the entire interest regarded as the single holding of a firm or company.

Copy to D.C.Roddis, Denver.
Copy for P.M. El Paso.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

NOV - 5 1918

From Chief Counsel
To District Counsel, El Paso, Texas.
Subject: Contract with Schildknecht and Daugherty dated Sept. 21, 1918,
Rio Grande Project, New Mexico@Texas.

1. I have before me a letter dated Oct. 22, 1918, from Assistant District Counsel C. F. Harvey, replying to office letter of Oct. 18, on the above subject.

2. The essence of the objection made by the Washington office is that the record in this matter raised questions which the record did not answer. Transgressions of this kind by the field are a common and annoying source of extra work here which would be wholly unnecessary were proper care taken in the first instance. It is elementary that when a land contract or conveyance is executed by a man, the record always should clearly show why a wife does not sign also, yet failure to follow this simple rule, continually adds to the avoidable work of this office. This is true of the case at hand.

3. The mere statement made in this report, "Land is partnership property" is not very illuminating for the purpose of passing upon a title. There are different kinds of partnerships and different ways by which a partnership may acquire title, the facts regarding which may be important. The field report should at least show the name of the partnership, the names of all partners, with statement as to their marital status, or reason why wives need not join in contract or deed, and name in which title stands.

4. Mr. Harvey's citations to cases are noted, but the fact that courts hold that under certain circumstances a single partner may make a deed to real estate which will be binding on other partners, is not a good reason why all members of a partnership should not be required to sign the land agreements and deeds accepted by this Service. Office letter of Oct. 18 suggests that "it would be well for the contract to state the name of the partnership" but that the contract "should be executed by all the partners."

5. Kindly have report made in this matter in accordance with the foregoing.

Copy to D. C., Roddis, Denver, Colo.
P. M., Lawson, El Paso, Texas.



El Paso, Texas, October 30, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

We would like two title guaranties covering transfers from A. Schildknecht and D. E. Daugherty, for which we are calling for warranty deeds. These will be recorded within about a week.

One purchase is for land in Survey No. 45 of the Socorro Grant about 4- $\frac{3}{4}$ miles northwest of Clint, and is for 3.05 acres at a consideration of \$152.50. The other purchase is of land in Survey No. 167 of the Socorro Grant and at a consideration of \$60.50. This office is informed that these holdings are well known as the Schildknecht and Daugherty ranches, and we believe the above descriptions will be ample to inform you as to the particular land involved.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, October 30, 1918.

Mr. A. Schildknecht,

Yaleta, Texas.

Dear Sir:

In accordance with your request stated on October 28, we are ordering title guaranty for the two land purchases we now have under way with yourself and Mr. Daugherty.

Inclosed are two warranty deeds which you and Mr. Daugherty will execute and return to this office as soon as possible. We must, of course, get these deeds on record before the title guaranties can issue, and you will therefore hasten their execution all you possibly can.

The deed carrying the consideration of \$152.50 will require a 50-cent internal revenue stamp, which please do not neglect. The other deed for \$60.50, being less than one hundred dollars, will require no stamp.

If you wish to sign your name in this office, the notary here will be glad to take your acknowledgment without charge to you.

As mentioned in our letter of the 23d, it is hoped that the taxes are paid up to date on this property, as this will facilitate closing the transaction.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

El Paso, Texas, October 23, 1918.

Mr. A. Schildknecht,

Ysleta, Texas.

Dear Sir:

You are advised that contracts dated September 21 and 23 for conveyance of rights of way for San Elizario main canal and for mesa drain have been approved.

In these contracts you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guaranty Company to accept their guaranty contracts instead of making our own examination of title. The charge for this guaranty would be about \$10 for each purchase, and it is thought that you would prefer to take advantage of this method than to pay for expensive abstracts. Kindly indicate your wishes and we will proceed with the transaction. We are under the impression that you wished title guaranties, but fail to find a memorandum to that effect.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when deed is recorded a check can be drawn in payment of the amounts due you.

The matter of taxes will receive examination, and it is hoped that your taxes are up to date. If they are not paid, kindly take appropriate action, as the Government cannot accept deed with a tax lien on the land.

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Very truly yours,

C F HARVEY

Assistant District Counsel.

CE

El Paso, Texas, October 23, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two contracts dated September 21, 1918, between A. Schildknecht and D. M. Daugherty and the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

El Paso, Texas, October 22, 1918.

From Assistant District Counsel

To Chief Counsel, Washington.

Subject: Partnership conveyances, with reference to letter of October 18 from Acting Director to Project Manager, El Paso, in regard to Schildknecht and Daugherty contract dated September 21, 1918, and also criticism of a second contract with same parties of same date - Rio Grande project.

1. Receipt is acknowledged of copy of Acting Director's letter to Project Manager above referred to. In this connection we respectfully invite attention to the following points:

2. The contracts to sell real property are made with a view to the deed that must ultimately pass conveying the legal title to the United States. This office has not intended to ignore the Departmental rules that apply to contracts generally when made with a firm, but where a conveyance of real property is involved we believe you will appreciate that a firm name usually carries little weight, unless it is supported by one or all of the partners as evidenced by their individual signatures. ". . . the legal title is held by all the members of a partnership as tenants in common, while in equity, the partners are considered as joint tenants for the purpose of administering the trust." (Washburn, Real Property, Vol. I, p. 553.) "If, however, the conveyance by one partner was made with the consent of his copartners, or has been ratified by them, it will be binding upon all." "Although at common law a deed to partnership real estate, if made by one partner only, would not bind the other partner, yet their consent or ratification, even by parol, would create an equity enforceable against them." (30 Cyc. 494, and Note 22.) Also, please note that the land in question is in the State of Texas, and the following in reference to this State: "A conveyance of partnership lands having in the body only the individual name of one partner, held valid." "One partner, with the consent of the other, may, by deed of trust, create a valid lien on land and convey the entire title." (Vernon's Sayles' Tex. Civ. Stats., Vol 4, Notes 52 and 55, p.4034.)

Looking at the matter from the view-point of the grantee, a deed to "Jones & Smith," for instance, would be a rather weak conveyance as determining the interests of all possible parties.

3. From the above we gather that a transfer of real property from the holding of a partnership (Washburn, it is noted, uses the term "partnership estates" in quotation marks) involves the clearing of the individual interests represented rather than one combined interest, as by a firm signature per a partner.

4. Also, it must not be forgotten that a fiscal agent must draw a check to the order of some name or names in payment, which name should be identical with that in the contract, and we, of course, desire as far as possible to preserve the name or names on the contract in the same form on the deed when it comes up for execution. Looking ahead to the deed, this affords an additional reason for not using a firm name in the contract, if it is considered that the firm name would carry little weight on the deed, in the usual form of signing partnership designations.

5. This transaction will be supported by title guaranty, and the guaranty company insist upon the conveyance of the separate interests of partners. The land is not homestead property, and therefore the wives of the grantors will not need to join in the conveyance.

6. The correction in the land description will have attention, and we thank you for calling our attention to this matter.

C F HARVEY

Copy to Project Manager,
El Paso, Texas.

237
OCT 21 1918
EL PASO, TEXAS

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
WASHINGTON, D. C.

From Acting Director

To Project Manager, El Paso, Tex.

Subject: Contract with A. Schildknecht and D. M. Daugherty
for right of way for San Elizario main canal -
Rio Grande project, New Mexico-Texas.

1. Contract dated Sept. 21, 1918 with the above named parties was approved by Morris Bien, Acting Director, on Oct. 9, 1918.
2. An error in line 20 of the description showed a decimal point after the figure 7 in parentheses which should read 746.1. This has been corrected on the original and other copies transmitted, and it is requested that your copy also be corrected.
3. The original of this contract is herewith returned for recording. Your attention is invited to par. 3 of the report on land agreement, which states that the land is "partnership property". If the land to be conveyed is partnership property, it would be well for the contract to state the name of the partnership. It should be executed by all the partners and if any is married, the wife should join and the contract should be properly amended before the same is recorded.
4. This also applies to contract of same date with same parties for purchase of 3.05 acres for El Paso Valley Mesa drain.

Morris Bien

enc.

Copy to C of C
DC, El Paso.

Acting Director

Project Manager, El Paso, Tex.

Contract with A. Schildknecht and D. M. Daugherty
for right of way for San Elizario main canal -
Rio Grande project, New Mexico-Texas.

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2. An error in line 20 of the description showed a decimal point after the figure 7 in parentheses which should read 746.1. This has been corrected on the original and other copies transmitted, and it is requested that your copy also be corrected.
3. The original of this contract is herewith returned for recording. Your attention is invited to par. 3 of the report on land agreement, which states that the land is "partnership property". If the land to be conveyed is partnership property, it would be well for the contract to state the name of the partnership. It should be executed by all the partners and if any is married, the wife should join and the contract should be properly amended before the same is recorded.
4. This also applies to contract of same date with same parties for purchase of 3.05 acres for El Paso Valley Mesa drain.

enc.

Copy to C of C
DC, El Paso.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated September 21, 1918, with A. Schildknecht and D. M. Daugherty is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the San Elizario main canal, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$60.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

E M LAWSON

Project Manager.

El Paso, Texas,

September 25, 1918.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, September 25, 1918

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 September 21, 1918 Rio Grande Project.

Executed by L M Lawson, Project Manager.

With A. Schildknecht and D. H. Laughery.

Estimated amount involved, \$ 60.50 (See Reverse, Par. 3.)

Purpose of agreement: Authority No. 4-6-3.

Purchase of right of way for San Elizario main canal.

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.

incls.:
Orig. & 3 copies contract.
Certificate of recommendation.
Rept. on land agreement. 2 b.p's.

L M LAWSON

(Signature.)

Denver, Colo., Oct. 1, 1918

It is recommended that the above-described contract be approved. The wives of the vendors should have joined in this contract. Par. 3 of Report on Land Agreement should also state names of wives.

Inclosures:

Orig. & 2 copies of contract.
Orig. & 3 copies of form letters of transmittal.
Orig. certificate of necessity.
Orig. report on land agreement.
1 Blue print.

WALTER
Acting Chief of Construction.

(SEE STATEMENT ON REVERSE)

Washington, D. C., OCT 11 1918

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

Morris Bien, Acting Director, on OCT 9 1918

Original enclosed for record and return.

Director and Chief Engineer

OCT 5 1918 87435 (Over.)

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.
2. The project or other office where the contract originates will transmit **two copies** of this form **in excess** of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.
3. The information requested in General Order 124 of March 23, 1916, and Amendment 1 thereof dated August 11, 1916, should be written in the space below, and any other special matter or information relative to the contract, should also be written in the space below, but if too long to write on this form, it should be set out in a statement or certificate accompanying the contract.
4. When reference is made to previous correspondence, the dates thereof should be given.
5. The office from which this contract originates, should list all inclosures below.

Paragraph 3 of the report on land agreement states that the land described in this contract is partnership property. If this be true the contract is improperly drawn as the vendors have signed as individuals. If the land to be conveyed is in fact partnership property then the contract should be executed in the name of the partnership by a member of the firm.

In case a new contract is prepared in the name of the partnership it will not be necessary for the wives of the partners to join in the same.

Inclosures:

-copies of contract.
-copies of form letters of transmittal.

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

Witnesses :

.....
of.....
.....
of.....
.....
of.....
.....
of.....

A SCHILDKNECHT

D M Daugherty

Vendor.

L M Lawson

For and on behalf of the United States.

STATE OF **Texas**
COUNTY OF **Culberson** } ss:

I, **T R Culberson**, a **Justice of the Peace & ex-officio Notary Public**

in and for said county, in the State aforesaid, do hereby certify that **D. M. Daugherty**

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

he

signed, sealed, and delivered said instrument of writing as **his** 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.....husband....., and explained to.....the contents of the
foregoing instrument, and upon that examination.....declared that.....did
voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do
~~not advise me of any~~

Given under my hand and official seal, this **21st** day of **September**, 191**8**

[SEAL.]

T R OWEN Justice of the Peace &
ex-officio Notary Public, Culberson
Co Texas

My commission expires.....
the 4th day of Novr. 1918

Approved....., 191.....

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **September 21**

19**18**, with

A. Schildknecht and D. M. Daugherty

for the purchase of land required for **San Elizario main canal**

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

1. State description and approximate area of land to be conveyed. **0.90 acre in NW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 19 and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 18, T. 32 S., R. 7 E., United States Reclamation Service 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 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.

A. Schildknecht and D. M. Daugherty, El Paso, Texas, care Schildknecht. Names of wives not given, as they are not joined in the contract. Land is partnership property.

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.

Owners.

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

Land is subject to right of way by virtue of contract contained in stock-subscription contract between water users' association and its members.

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

All in cultivation - wheat and cotton. 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 irrigable under Rio Grande project water rights.

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

\$100 to \$150 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.

Canal will be of general benefit to the local community.

The above is a correct statement of the information procured.

Dated **September 25, 1918**

191

(Signature) GEO W HOADLEY

(Title) Field Assistant,

In Charge of Negotiations.

Approved: **L M LAWSON**

Project Manager.

Project Manager

THIS AGREEMENT, made the 21st day of September,

nineteen hundred and eighteen, between A. Schildmecht and J. N.

McDougherty and XXXXXX, his wife, of El Paso and Culberson

XXXXX Counties, Texas, for them and their heirs, legal represen-

tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L N Lawson Project Manager United States Reclamation Service,

thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the 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 in the northwest quarter of the northwest quarter of section nineteen (19) and the southwest quarter of the southwest quarter of section eighteen (18), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being also in Survey No. 167 of the Socorro Grant and included in a tract of land one hundred and twenty (120) feet wide, lying sixty (60) feet on each side of a center line for the San Elisario main canal of the Rio Grande project, said center line being described as follows: Beginning at a point on the property line between the Vendor and H. F. Mitchell, said property line having a bearing south 62°45' west and from which point the northwest corner of said section nineteen (19) lies south sixteen and nine-tenths (16.9) feet and west two hundred and sixty (260) feet; thence south 35°19' east nine hundred thirty-five and one-tenth (935.1) feet to a point on the property line between the Vendor and William Moon and terminating with said property line, said property line having a bearing north 61°10'45" east and from which point the northwest corner of said section nineteen (19) lies north seven hundred forty-six and one-tenth (746.1) feet and west eight hundred and six-tenths (806.6) feet; said tract herein described containing two and fifty-eight hundredths (2.58) acres, more or less, one and sixty-eight hundredths (1.68) acres of which is occupied by the old San Elisario canal and is the property of the United States, and the remainder, or ninety-hundredths (0.90) acre, being the land which is outside the old canal lines and which it is intended to convey.

Correct as to Engineering Data

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 Sixty and 50/100 (\$60.50)

.....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 September 21, 1918, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until September 21, 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 of 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).

The State of Texas, :
County of El Paso, :

Before me, Geo. W. Hoadley, A Notary Public in and for El Paso County, Texas, on this day personally appeared A. Schladknecht, known to me to be the person whose name is subscribed to the foregoing instrument, and so knowledgeable to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of November, A. D. 1918.

(SEAL)

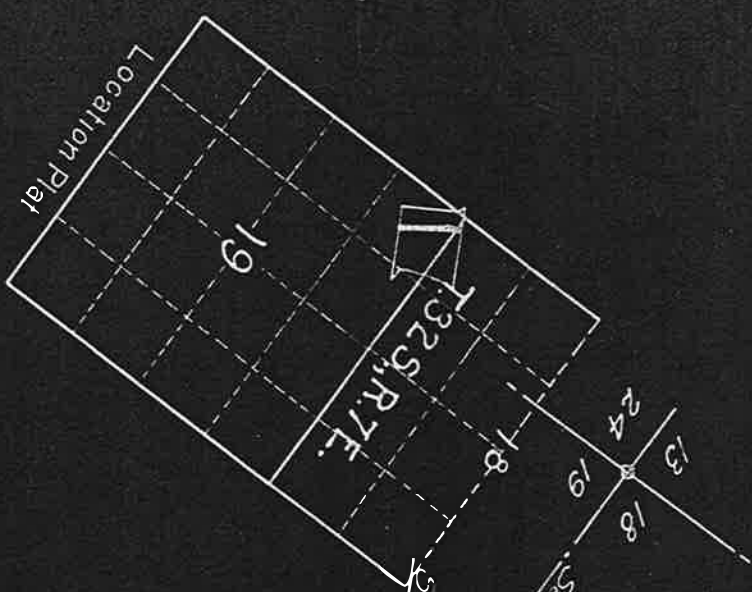
Geo W HOADLEY

My com exp June 1 1919.

Notary Public.

El Paso
Sec 18, T32S, R7E, V
In the N.W. 1/4 of N
30 A. New, 1.60
D.M. DAUGHERT
THROUGH
RIG

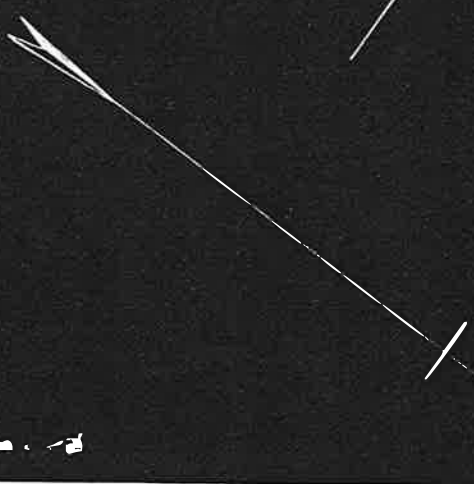
D.M.D.
New R/W
Toe Slope Bdy. U.S. R/W
Old
S. 36° 19' E.
New R/W
Toe Slope Bdy. U.S. R/W
D.M. DAUGHERT



S. 71° 13' 48.7"

E.M. MITCHELL

S. 16° 2' 8" W 260' TO
N.W. Cor. Sec. 19, T32S, R7E.
S 62° 45' 11"



D. M. DAUGHERTY & A. SCHILDKNECHT

N. 74° 61' & W. 800' TO N.W. COR.
SEC. 19, T. 32 S., R. 7 E.

N 61° 10' 45" E

New R/W

S. 35° 19' E. 935'

Old R/W

CANAL

New R/W

60'
60'

WM. MOON

D. M. DAUGHERTY & A. SCHILDKNECHT

STA 133+22

RIGHT OF WAY
THROUGH PROPERTY OF
D. M. DAUGHERTY & A. SCHILDKNECHT

Legend:

New R/W

Old R/W Property U.S.

90 A. New, 1.68 A. Old, Total 2.58 A.

In the N.W. 1/4 of N.W. 1/4 Sec. 19, & S.W. 1/4 of S.W. 1/4

Sec. 18, T. 32 S., R. 7 E. U.S.S. Survey, Socorro Grant
SUR 167
El Paso County, Texas.

Scale: 1" = 100'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIOGRANDE PROJECT, N.M. - TEX.
SAN ELIZARIO MAIN CANAL,
RIGHT OF WAY

Drawn A.O.D. Recommended
Checked Approved

1112-63 El Paso, Tex. Jan 29/5