

188

TAPIA, MARTIN et. ux. Maria

QUITCLAIM DEED

(131) MESA DRAIN 0023 -0074-0034-00

7-(34) TEXAS

THE STATE OF TEXAS. }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

WE, Martin Tapia and Maria Tapia, husband and wife.

of the County of El Paso, State of Texas, for and in consideration of the sum of - - - - - One and no/100 (\$1.00) - - - - - 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 and supplemental thereto, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said The United States of America, and its

assigns all our right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, State of Texas, described as follows, to-wit:

A tract of land approximately two miles North of the town of Ysleta, El Paso County, Texas, in the Southeast quarter of the Northwest quarter (SE 1/4 NW 1/4) of Section Twenty-three (23), Township Thirty-one (31) South, Range Six (6) East, United States Reclamation Service survey, and in the Ysleta Grant, and more particularly described as follows:

Beginning at the northeast corner of the land herein described, which is a point on property line between land of Grantors herein and Tom Powers, from which point the Northwest corner of said Section 23 bears North 41°23' West, two thousand seven hundred twenty-eight and three tenths (2728.3) feet; thence South 33°16' West, one hundred forty-three and five tenths (143.5) feet along said property line to corner monument on northerly right of way line of North Loop County Road; thence North 63°32' West, three hundred two and eight tenths (302.8) feet along said right of way line of county road to corner monument on property line between land of Grantors herein and E. Tapia; thence North 31°45' East, one hundred forty-one and four tenths (141.4) feet along said property line; thence South 63°51' East, three hundred six and eight tenths (306.8) feet to point of beginning; said tract of land containing ninety-nine hundredths (0.99) acre, more or less.

TO HAVE AND TO HOLD all our right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said The United States of America, and its

assigns forever.

WITNESS our hand this the 19th day of June, A. D. 1919.

Witnesses at Request of Grantor:

Miss Consuelo Tapia

F.M. Tooke

his
Martin X Tapia

mark
Maria Tapia

Corrected as in Engineering Data 9.0.2

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE

ACKNOWLEDGMENTS

TO

Filed for record, this

day of 19, at

o'clock and minutes M.

Clerk.

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

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

Before me, Geo. W. Hoadley, Notary Public in and for
El Paso County, Texas, on this day personally appeared
Martin Tapia

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 19th day of June, A. D. 1919

(SEAL)

Geo. W. Hoadley

Notary Public

MY com; ex. June 1, 1921.

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

Before me, Geo. W. Hoadley, Notary Public in and for
El Paso County, Texas on this day personally appeared Maria Tapia wife of
Martin Tapia

, 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 fully explained to her, she, the said Maria Tapia 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 reract it.

Given under my hand and seal of office, this 19th day of June, A. D. 1919

(SEAL)

Geo. W. Hoadley

Notary Public

My com. ex. June 1, 1921.

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

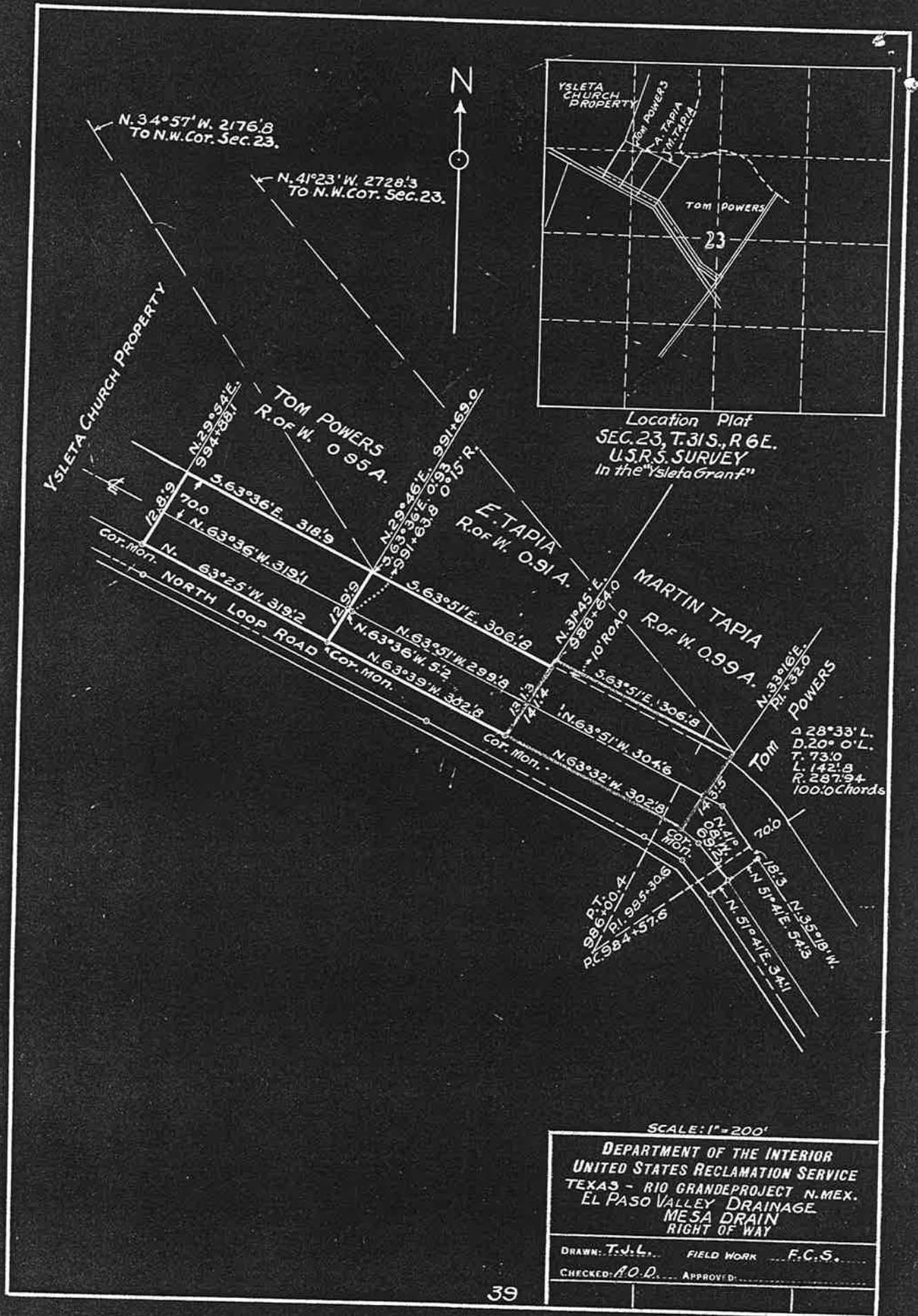
I Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the
day of, A. D. 19 with its certificate of authentication, was filed for record in my
office this day of, A. D. 19, at o'clock M.
and duly recorded the day of, A. D. 19, at o'clock M.
in the records of said County, in Volume 328 on Pages 300

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.

Clerk County Court, El Paso County, Texas.

By Deputy.



DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas~~ ~~SEP 5 1919~~, 19

Project Manager to the Director and Chief Engineer (~~through Chief of Construction~~).

Subject: Forwarding ~~quitclaim deed for acceptance and filing~~
~~deed~~ ~~contract for approval~~.

Agreement dated June 10, 1919.

Rio Grande Project

Executed ~~on behalf of U. S.~~ by Martin Tapia and Maria Tapia, his wife

with To United States of America

Estimated amount involved, \$ 0

Authority No.
or clearing acct. 6-5

~~Accompanied by bond and two copies.~~
(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Donation of right of way for El Paso Valley Reservoir

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

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

at El Paso, Texas.

of the approval of the above

enc:
original deed,
cert. as to title,
1 blueprint.

~~B. J. Cannon~~

Project Manager.

Denver, Colo., , 19

It is recommended that the above-described contract be approved.

Inclosures:

Chief of Construction.

Washington, D. C., SEP 23 1919

Accepted by

Contract (and bond, if any,) was approved by MORRIS BIEN,
Assistant to the Director.

on SEP 20 1919

SEP 10 '19 2487

El Paso, Texas.
June 13, 1919.

Mr. Martin Tapia,

Ysleta, Texas.

Dear Sir:

Recently you signed an agreement to sell 0.99 acre of land to the United States for the Mesa Drain. In view of the fact that we can make more prompt settlement by asking you to donate this land and pay you for the improvements thereon, we are submitting herewith a quitclaim deed running to the United States and also a contract carrying a money payment to be made to you of \$175.00. If you will please sign the donation deed, also having your wife sign it, and sign the contract and return both of these papers to the Reclamation Service, El Paso, we will be glad to make prompt settlement. It will not be necessary for you to go before a notary public to sign any of these papers, as the notary in this office is familiar with your signature and can take your acknowledgment without having you appear before him again.

If we proceed with the transaction upon the agreement to sell, which you have already signed, we would very likely have to enter into a long and difficult examination of your land title, which would probably consume a great deal of time, possibly involving considerations it would be next to impossible to fulfill in a practical way, with the result that there would be great delay in securing to you payment of the money due you, if such payment could ever be made in full.

Yours very truly,

C. F. Harvey

Enc 2.

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas,
June 13, 1919.

Mr. Martin Tapia,
Ysleta, Texas.

Dear Sir:

Recently you signed an agreement to sell 0.99 acre of land to the United States for the Mesa Drain. In view of the fact that we can make more prompt settlement by asking you to donate this land and pay you for the improvements thereon, we are submitting herewith a quitclaim deed running to the United States and also a contract carrying a money payment to be made to you of \$175.00. If you will please sign the donation deed, also having your wife sign it, and sign the contract and return both of these papers to the Reclamation Service, El Paso, we will be glad to make prompt settlement. It will not be necessary for you to go before a notary public to sign any of these papers, as the notary in this office is familiar with your signature and can take your acknowledgment without having you appear before him again.

If we proceed with the transaction upon the agreement to sell, which you have already signed, we would very likely have to enter into a long and difficult examination of your land title, which would probably consume a great deal of time, possibly involving considerations it would be next to impossible to fulfill in a practical way, with the result that there would be great delay in securing to you payment of the money due you, if such payment could ever be made in full.

Yours very truly,

El Paso, Texas,

June 30, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quit-
claim deed dated June 19, 1919, running from Martin Tapia and
wife to the United States of America.

Yours very truly,

CPHarvey

Enc 1.

Asst. Dist. Counsel.

Mesa Drain

CERTIFICATE

I HEREBY CERTIFY With reference to the following described land:

A tract of land in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23, T. 31 S., R. 6 E., U.S.R.S. Survey, County of El Paso, State of Texas, more particularly described in quitclaim deed dated June 19, 1919, running from Martin Tapia and wife to the United States of America:

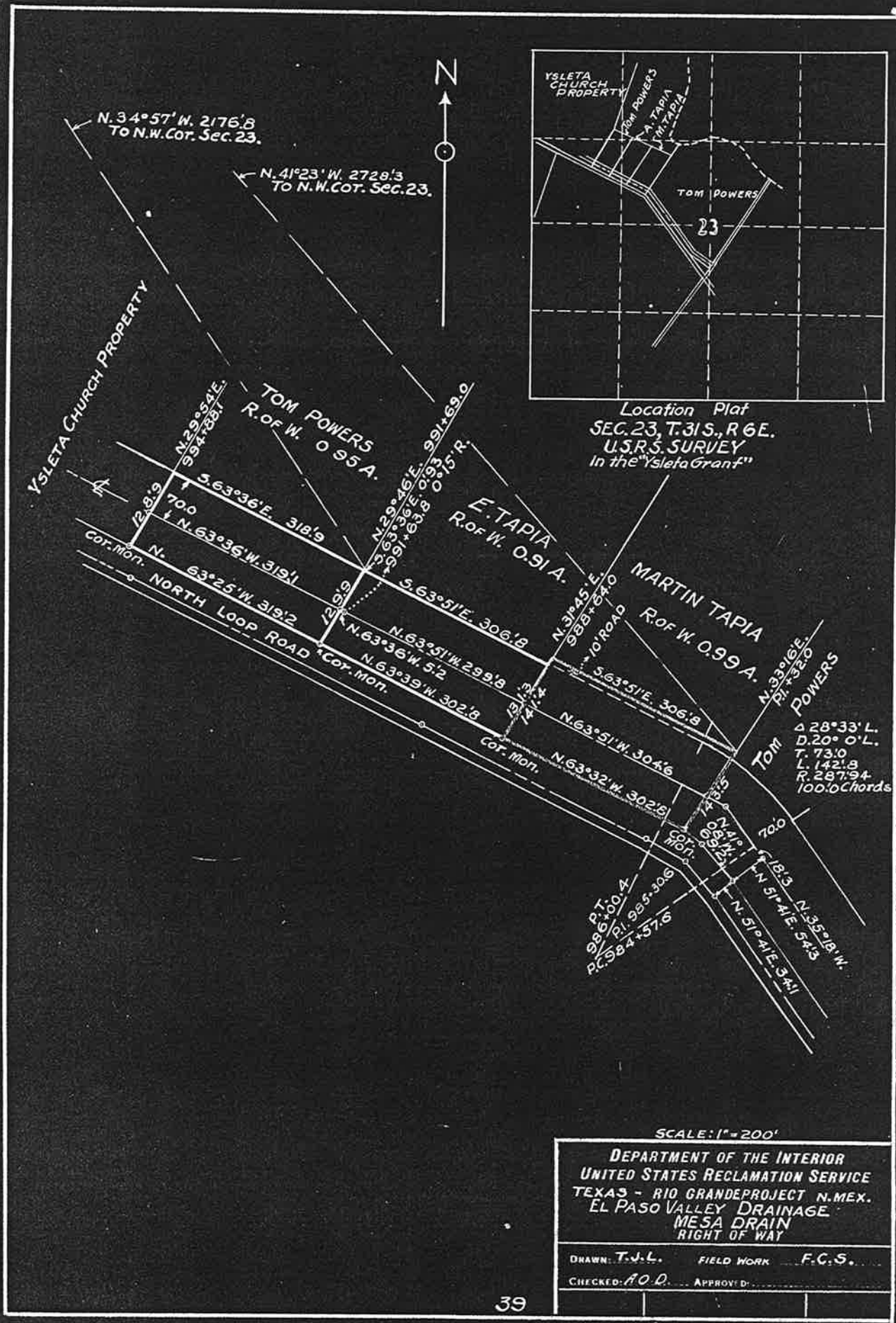
That the tax records of said county indicate Martin Tapia, the reputed owner, to be the actual owner; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

El Paso, Texas,

June 30, 1919.

OF Harvey

Clerk.



Project Manager

FIELD CONTRACT.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project New Mexico-Texas

THIS AGREEMENT, Made this the 19th day of June

nineteen hundred and nineteen, in pursuance of the act of June 17,

1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

L. M. Lawson, Project Manager,

United States Reclamation Service, hereunto duly authorized and subject to the approval of the
proper supervisory officer, and

Martin Tapia and Maria Tapia, husband and wife,

hereinafter styled Contractor, their heirs, executors, administrators, successors, and assigns,

WITNESSETH, The parties covenant and agree that:

Article I. The Contractor will

WHEREAS, Under even date herewith a quitclaim deed was executed by the contractor herein releasing and quit-claiming to the United States of America for canal right of way for the Rio Grande project, a certain tract of land approximately 2 miles north of the town of Ysleta, Texas, in the southeast quarter of the Northwest quarter, Section Twenty-three (23), Township Thirty-one (31) South, Range Six (6) East, U.S.R.S. Survey, containing 0.99 acre, more or less, El Paso County, State of Texas; and,

WHEREAS, the United States desires immediate possession of the land herein described for use in the construction of the El Paso Valley Mesa Drain; and,

WHEREAS, the contractor is the owner of the improvements on said described land;

NOW, THEREFORE, in consideration of the sum of one hundred seventy-five and no/100 (\$175.00) Dollars, the value of said improvements, to the contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the contractor hereby waives and releases the United States from any and all claims of whatever nature by reason of the damage that the contractor has suffered or may hereafter suffer as a result of the operations of the United States Reclamation Service on said tract of land as described in the quitclaim deed herein referred to.

Article I. It is understood and agreed that the United

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas. SEP 5 - 1919, 19

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated June 19, 1919.

Rio Grande Project

Executed on behalf of U. S. by L.M. Lawson, Project Manager

With Martin Tapia and Maria Tapia, his wife

Estimated amount involved, \$ 175.00

Authority No.
or clearing acct. 6-5

~~Accompanied by bond and two copies.~~

(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Purchase of improvements on donation deed for El Paso Valley
Nasa Drain

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

Encls:

Orig. & 3 copies contract,
cert. of recommendation,
two blueprints.

L.M. Lawson

Project Manager.

Denver, Colo., September 11 1919

It is recommended that the above-described contract be approved.

Inclosures:

Orig. & 3 copies form letter

" " 2 " contract

" Cert. of necessity

1 Blue Print.

Acting Chief of Construction.

Washington, D. C.,

OCT 2 - 1919

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

A. P. Dale

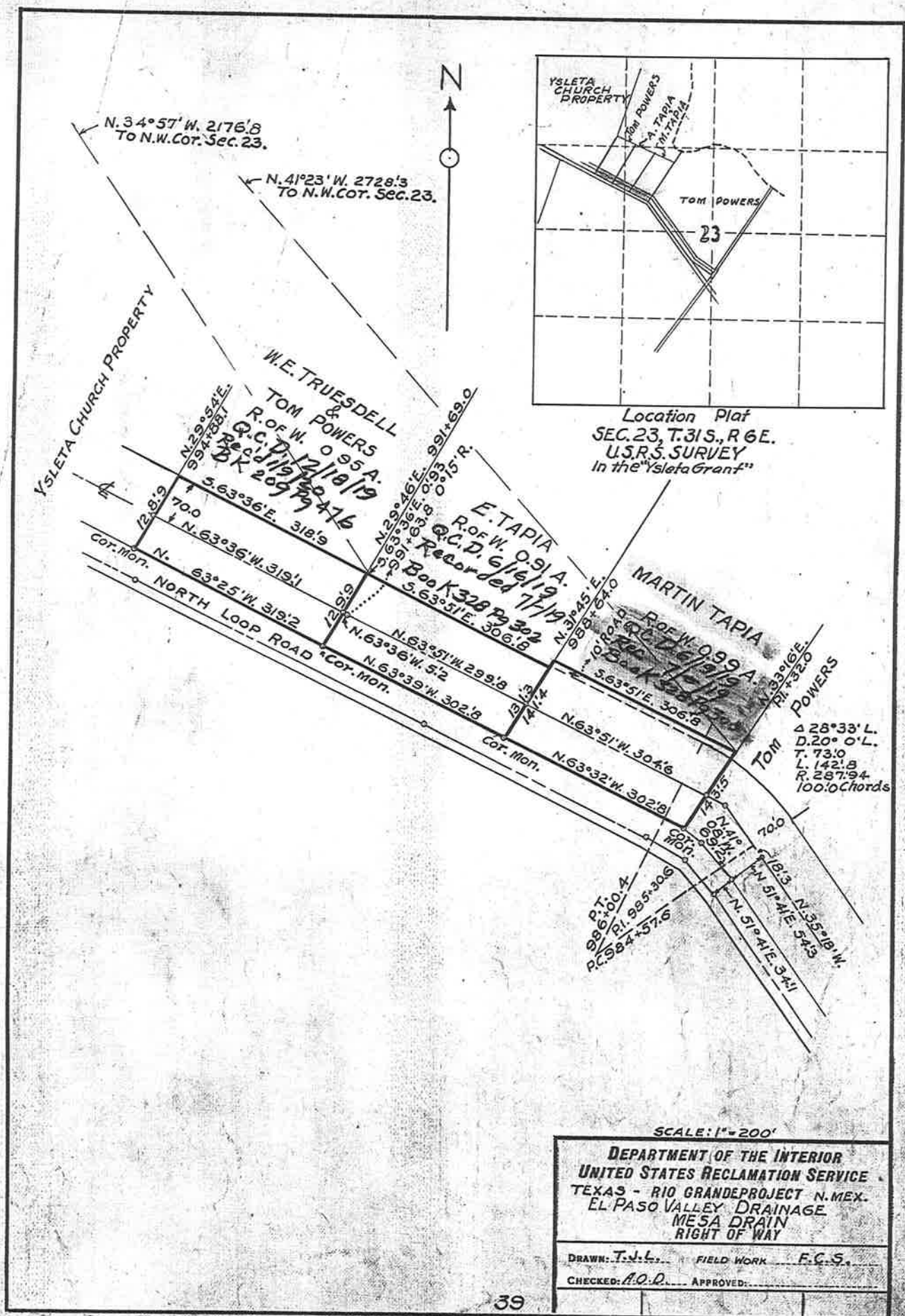
on OCT 1 - 1919 Director and Chief Engineer, U.S.R.S.

SEP 15 '19 2650

States, its agents, officers and employees shall at all times have the right to go upon said described land for the purpose of surveying, constructing, repairing, operating, maintaining said El Paso Valley Mesa Drain and other operations of the Reclamation Service incident thereto, and any cause of action arising from damage to crops or other improvements thereon belonging to the contractor that may result in consequence of such entry is hereby waived by the contractor as hereinabove provided.

Article 2. The contractor expressly warrants 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 way 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 of goods thru a bona fide commercial representative employed by the contractor 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 thru established commercial or selling agents or agencies regularly engaged in selling such goods.

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



POSSESSORY CERTIFICATE

Rio Grande project,
El Paso, Texas, June 30, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land whereon are improvements sought to be acquired by the United States from Martin Tapia and wife in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 23, T. 31 S., R. 6 E., U.S.R.S. Survey, containing 0.99 acre, more or less, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendors were in actual, sole, and exclusive possession of the land involved, claiming to be the owner thereof and of the improvements thereon, 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.

CANAL Mesa COUNTY El Paso

1. Mailing address of each party Martin Tapia
Ysleta, Texas

2. Personal status of each (married, single, widow or widower):
Married

2. List of improvements (state, as by itemized bill, how total consideration was fixed):
alfalfa

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:
No liens

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):
_____.
Mortgage: _____ Assessed at \$ _____:

other available information: _____.

5. Grantor will order title guaranty.

✓ Grantor agrees that Service may order title guaranty ~~and make deduction therefor~~ at expense of service.

Grantor will order abstract of title.

Grantor agrees that Service may order abstract of title and make deduction therefor.

Grantor states that taxes are paid to date.

Grantor will pay taxes now unpaid.

Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes at once.

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.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

3/28/19

191 , with

Martin Tapia

for the purchase of land required for

Mesa Arain El Paso

purposes,

Project,

County,

1. State description and approximate area of land to be conveyed.

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.

Ysleta 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.

Martin Tapia Ysleta Tex
Maria " Wife " "

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.

Owner

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

6-4803

Yes

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.

Cultivated, Alfalfa

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.

Juan de Herrera Utah

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

200.00 to 250.00

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.

Benefits

The above is a correct statement of the information procured.

Dated

191

(Signature)

Geo. W. Hadley

(Title)

In Charge of Negotiations.

Approved:

Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 edition, pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of * * * dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 338), by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. 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. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, par. 12, page 227.

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

REPORT ON LAND AGREEMENT.

For purposes.

..... project.

Sec., T R M.

Belonging to

County of

State of

Submitted by

Date 191.....

51-2-12
51-2-51
6-4993