

180 MARTINEZ, ANDREAS WARRANTY DEED SAN ELIZABEO WASTEWAY (196)

0623-0682-0018-00

~~16 (18)~~

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That I, Andreas Martinez,

of the County of El Paso, State of Texas, in consideration of the sum of
Thirty-two and 72/100 (\$32.72)

DOLLARS,

to me in hand paid by The United States of America, pursuant to the Act
of Congress of June 17, 1902 (32 Stat. 388),

the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
The United States of America

~~of the County of~~ and ~~of~~, all that certain
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as

follows, to-wit: A tract of land in the northeast quarter of the northwest
quarter of section five (5), township thirty-three (33) south, range
seven (7) east, United States Reclamation Service survey, being also in
the San Elizario Grant and included in a tract of land thirty (30) feet
wide lying fifteen (15) feet on each side of a center line for the San
Elizario wasteway, which is a part of the Rio Grande project, said center
line being described as follows: Beginning at a point on the property
line between land of the Grantor herein and Juan N. Telles, said property
line having a bearing south 12°50' west and from which point the northwest
corner of said section five (5) bears north 62°29' west 2401.4 feet; thence
south 73°35' west 416 feet; thence south 47°31' west 12 feet to a point on
the property line between land of the Grantor herein and of Felipe B. Gar-
cia and terminating with said property line, said property line having a
bearing south 89°40' east, and from which point the northwest corner of said
section five (5) bears north 54°21' west 2119 feet; said tract of land con-
taining 0.295 acre, more or less, 0.011 acre of which is a county road
and the remainder, or 0.284 acre, being the land which it is intended to
convey; said land herein conveyed not being homestead property;

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 and its

~~heirs and assigns forever;~~ and I do hereby bind myself, my heirs, executors and adminis-
trators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America and its

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

WITNESS my hand at El Paso, Texas this 14th day of

August A. D. 1918

Witnesses at Request of Grantor

C. F. Harvey

Francisco Villalobos

Andreas Martinez
His mark

Correct as to Engineering Data

THE STATE OF TEXAS,

COUNTY OF EL PASO.

A Notary Public

BEFORE ME, Geo W Hoadley

in and for El Paso, County, Texas, on this day personally appeared
Andreas Martinez

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 14th day of August A. D. 1918

(SEAL)

Geo W. Hoadley

Notary Public.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

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

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined
by me privily and apart from her husband, and having the same by me fully explained to her, she, the said
acknowledged such instrument to be her act and deed,
and declared that she had willingly signed the same for the purposes and consideration therein expressed, and
that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A. D. 1918

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 14
day of Aug, A. D. 1918 with its certificate of authentication, was filed for record in my
office this 15 day of Aug A. D. 1918, at 8:00 o'clock P. M. and duly recorded
the 15 day of Aug A. D. 1918 at 4:50 o'clock P. M. in the records of
said County, in Volume 317 on pages 408

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day
and year last above written.

W. D. Greet

Clerk, County Court.

By J. M. Woodard, Deputy.

COMPARED 5130 INDEXED

Andreas Martinez

TO

United States
of America

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record Aug 15 1918

at 8 o'clock P. M.

W. D. Greet

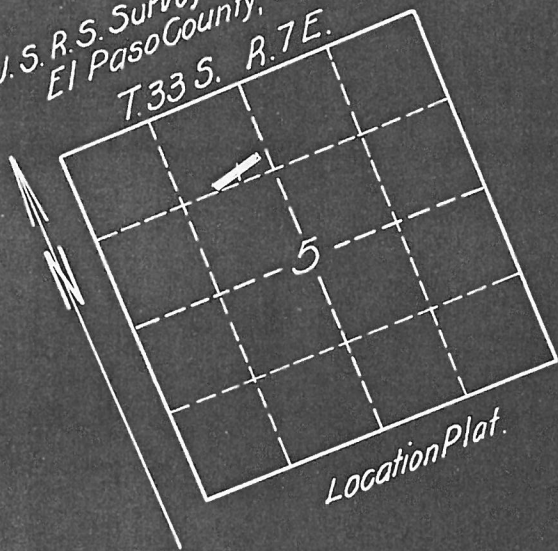
Clerk, County Court, El Paso County, Tex.

By J. M. Woodard Deputy.

ELLIS BROS. PRINTING CO. EL PASO

8/14/18 317/408

U.S. R.S. Survey in San Elizario Grant
 El Paso County, Texas
 T.33 S. R.7 E.



561.50 ACRES
 .036 ACRE
 IN N.E. 1/4 of N.W. 1/4 Sec. 5

N. 62° 29' W. 2401.4 (to N.W.)
 Cor. Sec. 5, T. 33 S. R. 7 E.
 N. 73° 35' E. 202.6'
 N. 84° 16' W. 15.9'
 N. 67° 11' W. 100.0'
 S. 24° 01' E. 281.6'
 S. 24° 01' E. 281.6'

Old San Elizario Ditch

Q Old Wasteway
 Q San Elizario Wasteway

Juan N. Telles
 .117 Acre
 IN N.E. 1/4 of N.W. 1/4 Sec. 5

Andres Martinez
 R.O.F.W. .295 A.
 Less Co. Road .011 "
 TO BE CONVEYED .284 "

S. 23° 01' E
 COUNTY ROAD
 STA. 1+38
 N. 9° 21' W. 219.0'
 T. 33 S. R. 7 E.
 Felipe B. Garcia
 N.W. Cor. Sec. 5

Scale: 1" = 100'

Department of the Interior United States Reclamation Service RIO GRANDE PROJ. N.M. TEX. San Elizario Wasteway RIGHT OF WAY	
Drawn A.O.D.	Recommended
Checked	Approved
1376-L-62	El Paso Tex. Jun. 18

Original

THIS AGREEMENT, made the 17th day of July,

between Andreas Martinez

and his wife, of San Elizario, Texas,

for himself, his heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L M 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:

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 northeast quarter of the northwest quarter of section five (5), township thirty-three (33) south, range seven (7) east, United States Reclamation Service survey, being also in the San Elizario Grant and included in a tract of land thirty (30) feet wide lying fifteen (15) feet on each side of a center line for the San Elizario wasteway, said center line being described as follows: Beginning at a point on the property line between land of the Vendor and Juan N. Telles, said property line having a bearing south 12°50' west and from which point the northwest corner of said section five (5) bears north 62°29' west 2401.4 feet; thence south 73°35' west 416 feet; thence south 47°31' west twelve (12) feet to a point on the property line between land of the Vendor and of Felipe B. Garcia and terminating with said property line, said property line having a bearing south 8°40' east, and from which point the northwest corner of said section five (5) bears north 54°21' west 2,119 feet; said tract of land containing 0.295 acre, more or less, 0.011 acre of which is a county road and the remainder, or 0.284 acre, being the land which it is intended to agree to convey, said described land not being homestead property.

INDEXED 4945 INDEXED

7-276

AGREEMENT TO SELL

Andreas Martinez

TO UNITED STATES

FILED FOR RECORD at 9:25 o'clock and duly recorded in W.D. GREET Page No. Deputy Julia Cook

Fees, \$ 320 460 150 due

AFFIDAVIT OF DISINTERESTEDNESS.

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract executed by me, personally, with that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage to myself, or to any other person or persons, and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

Engineer, U. S. R. S.

Subscribed and sworn to before me at this day of 1910

Notary Public for the State of Texas

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 Twenty Two 72/100 (\$22.72)

_____ 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 July 17, 1918, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until July 17, 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 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 or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

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

Witnesses

Noted
 of *Christ. Texas*
C. H. Harely
 of *El Paso Texas*

Mr. Anderson X Martiney
 Mark

Vendor.

John Lawm
 For and on behalf of the United States.

STATE OF *Texas*

COUNTY OF *El Paso*

I, *Geo. W. Woodley*, a *Notary Public* in and for said county, in the State aforesaid, do hereby certify that *Anderson Martiney*

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

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 ~~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 wish to retract the same.

Given under my hand and official seal, this 17th day of July, 1918

[SEAL.]

My commission expires June 1/19

JUL 30 1918

Approved _____, 191

Morris Rhea
 Acting Director, U.S.R.S.

El Paso, Texas,
May 3, 1919.

Mr. Andreas Martinez,
San Elizario, Texas.

Dear Sir:

Under date of November 8, 1918, we wrote you requesting abstract of title covering your land across which right of way is to be acquired for the San Elizario Waste Way.

To date we have heard nothing from you and are again asking that you loan us your abstract of title, if you have one. This abstract will be returned to you as soon as we have finished with it. Your attention is called to the fact that this is important Government business and should not be further delayed.

Yours very truly,

PWDent by CFH
District Counsel.

El Paso, Texas, November 8, 1918.

Mr. Andreas Martinez,

San Elizario, Texas.

Dear Sir:

In examining the land title for right of way for the San Elizario wasteway, the same is found to be so vague that the Stewart Title Guaranty Company cannot issue their usual title certificate for this. It will be necessary to secure an abstract of title for this land before final settlement can be made with you. Kindly advise if you wish to furnish the abstract of title or if you wish the Reclamation Service to order it and make proper deduction therefor.

Very truly yours,

O P HARVEY

Assistant District Counsel.

*See letter
from Stewart
people - Nov 4-18
"Geo. J. Acosta"
Ysla Federal*

El Paso, Texas, August 15, 1918.

Mr. Andreas Martinez,

San Elizario, Texas.

Dear Sir:

Upon inquiry at the county tax collector's office this morning, we are informed that your 1917 taxes on the land proposed to be conveyed to the United States for right of way for the San Elizario wasteway are not paid. These taxes will, of course, have to be paid up to date before the Government can make final settlement with you. Kindly advise at once what action you propose to take in this matter, and greatly oblige.

Very truly yours,

C F HARVEY

Assistant District Counsel.

*Stewart title people
advise Martinez title.
copy - so advise
if we hear from
them on taxes.*

El Paso, Texas, August 14, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated August 14, 1918, running from Andreas Martinez to the United States of America.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

San Elizario wasteway
Contract dated July 17 1918

CERTIFICATE OF RECORD

**THE STATE OF TEXAS, }
COUNTY OF EL PASO**

ELLIS PRINT

I, **W. D. GREET**, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate for record in my office, on the **6th** day of **August** of authentication, was filed o'clock **P** M., and duly recorded the **7th** day of **August**, A. D. 1918, at **9:25** 3:00 o'clock **P** M., in the Deed, A. D. 1918, at

Records of said County, in Volume **320**, on page **460**

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,

County Clerk,
By *L. H. Maddox* Deputy.

El Paso, Texas, August 5, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are the following contracts.

Contract dated July 15, 1918, between J. C. Critchett and the United States. El Paso Valley mesa drain.

Contract dated July 15, 1918, between J. B. Akers and Hope Akers and the United States. Salatral canal.

Contract dated July 5, 1918, between Leopoldo Acosta and the United States. Yala lateral, Schedule 1.

Contract between Andreas Martinez and the United States, dated July 17, 1918. San Elizario wasteway.

Very truly yours,

P W DENT CFH.

District Counsel.

4 incls.

El Paso, Texas, August 5, 1918.

Mr. Andreas Martinez,
San Elizario, Texas.

Dear Sir:

Transmitted herewith to be executed by you is warranty deed running from yourself to the United States. This deed conveys right of way for the San Elizario wasteway and this is the same land that was the subject of recent contract with you. After deducting the cost of a title guaranty, which will be \$10, you will note that the net amount due you will be \$22.72.

Please do not fail to execute and return the deed at the earliest possible moment.

Very truly yours,

P W DEWITT CFB

District Counsel.

incl.

El Paso, Texas, August 5, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Inclosed herewith are blueprints showing right of way over lands belonging to Leopoldo Acosta and Andres Martinez, together with adjoining owners, which right of way is to be conveyed to the United States by warranty deeds which we are to-day forwarding to these owners for execution. The Acosta land is in the Ysleta Grant and the Martinez land is in the San Elizario Grant. You are requested to furnish title guaranties for each of these conveyances.

Very truly yours,

F W DEHT CPH

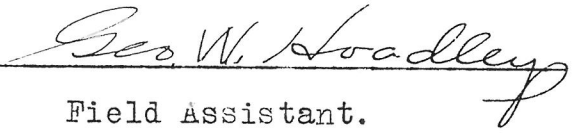
District Counsel.

2 incls.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, July 17, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Andreas Martinez, in NE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 5, T 33 S, R 7 E, United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor in in possession of any part of it.


Field Assistant.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, July 17, 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 July 17, 1915 Rio Grande Project.

Executed by Antonio Martinez

With L. H. Johnson Project Manager

Estimated amount involved, \$ 32.72 (See Reverse, Par. 3.)

Purpose of agreement: Authority 4-6-3.

Purchase of right of way for San Elisario canal.

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.

Inclos. Orig. & 3 copies contract.
Certificate of recommendation.
Rept. on Land Agreement.
2 Blueprints.

L. H. JOHNSON

(Signature.)

Denver, Colo. July 22, 1918

It is recommended that the above-described contract be approved

R. N. WALTER

Inclosures:

2 copies of contract.
2 copies of form letters of transmittal.
Report on Land Agreement
Cert. of Necessity
1 Blue Print.

Acting Chief of Construction.

Washington, D. C., JUL 30 1918

Contract (and bond, if any), was approved by Morris Bien, Acting Director

Original enclosed for record
and further appropriate action

on JUL 30 1918 JUL 26 1918 84783

Intitment to stated need to acquire.

Morris Bien, Acting Director

DEPARTMENT OF THE INTERIOR
INSTRUCTIONS

Form 7-2511
(April, 1916)

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.

Executed by _____
 With _____
 Estimated amount involved, \$ _____ (See Reverse, Part 2.)
 Purpose of agreement: _____
 Inclosures listed on reverse. (See Part 5.)
 Advise Chief of Construction, Denver, Colo., and Project Manager _____
 of the approval of the above.

Denver, Colo. July 25, 1916
 If recommended that the above-described contract be approved
 Inclosure: _____
 copies of form letters of transmittal.

Washington, D. C. July 25, 1916
 Contract (and bond, if any) was approved by _____

Inclosures:
 _____ copies of contract.
 _____ copies of form letters of transmittal.

(Over)

INSTRUCTIONS.

Form 7-281. Approved by the Secretary of the Interior, January 15, 1910. Revised 12-15.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

1. As soon as possible forward Form 7-281, Report on Land Agreement, to the District Engineer, with two copies of the same, and the following information for the District Engineer's use:

INFORMATION relating to agreement made **the 17th day of July,** 191**8,** with

Andreas Martinez

for the purchase of land required for **San Elizario canal right of way**

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

County, **Texas.**

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

0.284 acres in NW 1/4 sec. 5, T 33 S, R 7 E, U.S.R.S. survey.

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 Texas - no public lands.

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.

Andreas Martinez, a single man, San Elizario, Texas.

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 is in possession; no lessees.

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 stock-subscription contract with water users' association.

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

All of the land is in garden truck.

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 all land it takes in.

The above is a correct statement of the information procured.

Dated July 17, 1918.

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UNITED STATES RECLAMATION SERVICE

(Signature) GEO. W. HOADLEY

(Title) Field Assistant,

In Charge of Negotiations.

Approved: J. M. LAWSON

Project Manager.

6-4903

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.

3

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 boundry 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., 388), 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

The Department and that it has been prepared and entered on the records of the land office. The register and records of the local land office should be obtained and examined at the time of making a relinquishment to the United States is sufficient and a certificate should be obtained from the

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 (c), 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.

(a) If the tract is described by words and bounds, the report should be accompanied by a small sketch, 4-581

The certificate should also contain other suitable information relative to the relinquishment not given in Form 7-281.

(b) Certificates that the land is necessary for the purposes mentioned in the description are required.

(c) The Bureau (7-281) report on land relinquishment.

(d) The Bureau (7-281) report on land relinquishment.

(e) The Bureau (7-281) report on land relinquishment.

(f) The Bureau (7-281) report on land relinquishment.

(g) The Bureau (7-281) report on land relinquishment.

(h) The Bureau (7-281) report on land relinquishment.

(i) The Bureau (7-281) report on land relinquishment.

(j) The Bureau (7-281) report on land relinquishment.

(k) The Bureau (7-281) report on land relinquishment.

(l) The Bureau (7-281) report on land relinquishment.

(m) The Bureau (7-281) report on land relinquishment.

(n) The Bureau (7-281) report on land relinquishment.

(o) The Bureau (7-281) report on land relinquishment.

(p) The Bureau (7-281) report on land relinquishment.

(q) The Bureau (7-281) report on land relinquishment.

REPORT ON LAND AGREEMENT

For

Sec.

Belonging to

County of

State of

Submitted by

Date

19

51-2-12
51-2-51