

4. Upon execution of this contract, the vendor shall, on behalf of the Bureau of Reclamation, the vendor shall, within 60 days after the date of execution of this contract, promptly furnish a complete and abstract of title, covering the property described in this contract, including the survey and work required to this contract, to the United States, and if the vendor fails to do so, the vendor shall be liable to the United States for the expense of having the same prepared and furnished by the vendor at his expense. If the United States has not received the same within 60 days after the date of execution of this contract, the vendor shall be liable to the United States for the expense of having the same prepared and furnished by the vendor at his expense.

5. The vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the vendor may be advised by the United States are necessary and proper to show in the vendor complete and unencumbered title to said property, and the vendor shall, upon payment of recording and transmitting the same to the United States, and in furnishing or securing whatever costs may be incurred in the execution of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

Twenty-five Thousand Seven Hundred Ninety-five and No/100----- dollars

(\$ 25,795.00), by U. S. Treasury check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The vendor may retain possession of said property until the date of this contract notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until the date of this contract; except that the proper officers and agents of the United States shall 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, free of any claim for damage or compensation on the part of the vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its execution on behalf of the United States.

10. 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 vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The vendor warrants that the vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business with others than the Government.

12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

13. The following changes in the printed form were made prior to execution of this contract: (1) In Article 3 the words "except as stated in Article 3a hereof" were inserted in the second line; (2) Typewritten Articles 3a and 4 were added; (3) Printed Article 4 was stricken; (4) A period was inserted after the word "property" in Article 5 and the remainder of the article deleted; (5) Typewritten Article 13 was added.