

C O N T R A C T

DEPARTMENT OF STATE
INTERNATIONAL BOUNDARY COMMISSION
UNITED STATES AND MEXICO, AMERICAN SECTION
RIO GRANDE RECTIFICATION PROJECT

Land Section
File No. 45-1

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 5th day of September, 1934, in pursuance of the act of June 16, 1933 (48 stat. 195) and acts amendatory thereof or supplementary thereto, and pursuant to the Convention between the United States and Mexico concluded February 1, 1933, between the United States of America, hereinafter styled the United States, represented by the officer executing this contract, and Anna Marie Tobin, Individually and as Independent Executrix of the Estate of Frank R. Tobin, Deceased, hereinafter styled Vendor, of El Paso, County of El Paso, State of Texas.

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient general warranty deed, convey to the United States, free of lien or encumbrance, the following-described real estate which is her community property, situated in the County of El Paso, State of Texas, to-wit:

A tract of land out of Survey Nos. 123, 124 and 125, Ysleta Grant, and being also a part of Tract 5, Block 35, Ysleta Grant, as shown on the official maps of the resurvey of El Paso County, Texas, described (all bearings, except the County resurvey bearings, hereinafter referred to, being in relation to a true meridian passing through triangulation station number twenty one (21) of the surveys of the International Boundary Commission) as follows:

Beginning at a point on the northwesterly line of Survey No. 125, Ysleta Grant, said northwesterly line being also the northwesterly line of Tract 5, Block 35, Ysleta Grant, from which point of beginning a pipe set on the said northwesterly line of Tract 5, where it intersects the southwesterly right of way line of Riverside Drive, bears North 75° 05' 43" East (County resurvey bearing North 74° 53' East), one thousand seven hundred seventy six and eighty hundredths (1776.80) feet, and also from which point of beginning Reference Point 5 of the Surveys of the International Boundary Commission, bears North 43° 36' 27" East, four thousand seventy three and fifty one hundredths (4073.51) feet;

Thence South 52° 08' 01.84" East, one thousand sixty six and forty hundredths (1066.40) feet to a point in Survey No. 123, Ysleta Grant, said point being on the southeasterly line of the said Tract 5, Block 35, Ysleta Grant, from which point a pipe set on the said southeasterly line, where it intersects the southwesterly right of way line of Riverside Drive, bears North 75° 07' 36" East (County resurvey bearing North 74° 53' East), one thousand eight hundred seventy four and thirty four hundredths (1874.34) feet;

Thence along the said southeasterly line of Tract 5, South 75° 07' 36" West (County resurvey bearing South 74° 53' West), twelve and thirty seven hundredths (12.37) feet;

Thence North 52° 08' 01.84" West, one thousand sixty six and forty hundredths (1066.40) feet to the northwesterly line of the said Tract 5;

Thence along the said northwesterly line of Tract 5, North 75° 05' 43" East, (County Resurvey bearing N. 74° 53' E.) twelve and thirty seven hundredths (12.37) feet to the place of beginning and containing twenty five hundredths (0.25) of an acre of land, more or less, of which three hundredths (0.03) of an acre is occupied by the Playa Lateral, Levee and Intercepting Drain. Said described land being also as shown on Survey Plat Drawing No. 1225A-36B of the International Boundary Commission, American Section, attached hereto and made a part hereof.

4. If the title to said property is not approved by the Attorney General, or for any other reason it is deemed desirable, the Government may at its option proceed to acquire such property by condemnation proceedings. The Vendor agrees that should condemnation proceedings be so instituted the fair market value of said property (inclusive of every interest therein) and the measure of all compensation and damages for the taking thereof in such proceedings shall not exceed the purchase price stated herein. If the United States has available either a full or partial abstract of title covering said property, the same may be utilized under this contract without charge to the Vendor.

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 fee simple unencumbered title to said property, and the time spent in procuring, recording and transmitting the same to the United States and in furnishing or securing certificate of title or abstract of title, shall be added to the time limit of this contract.

Checked
as to
Engineering
Data
G.E.W.

A.M.T.

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 on the said property and the construction, operation, and maintenance of river rectification and flood control works thereon under said act and said convention, the sum of Twenty-two and No/100 Dollars (\$22.00) by U. S. Treasury warrant or fiscal officer's check: Provided, however, That no payment shall be made hereunder unless and until the title to said described lands shall have been approved by the Attorney General.

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 incurrance 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 September 6, 1934 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop thereon until September 6, 1934; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct river rectification and flood control works, telephone and electrical transmission lines, and other structures and appliances incident to said 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 and delivery on behalf of the United States, and shall terminate by limitation at the expiration of 12 months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the Vendor, and the successors and assigns 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, 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 have hereto signed their names the day and year first above written.

Witnesses: _____

P.O. Address: _____

THE UNITED STATES OF AMERICA

By L. M. Lawson
American Commissioner, International
Boundary Commission, United States and Mexico.

Anna Marie Tobin, Vendor.
P.O. Address: _____

STATE OF TEXAS

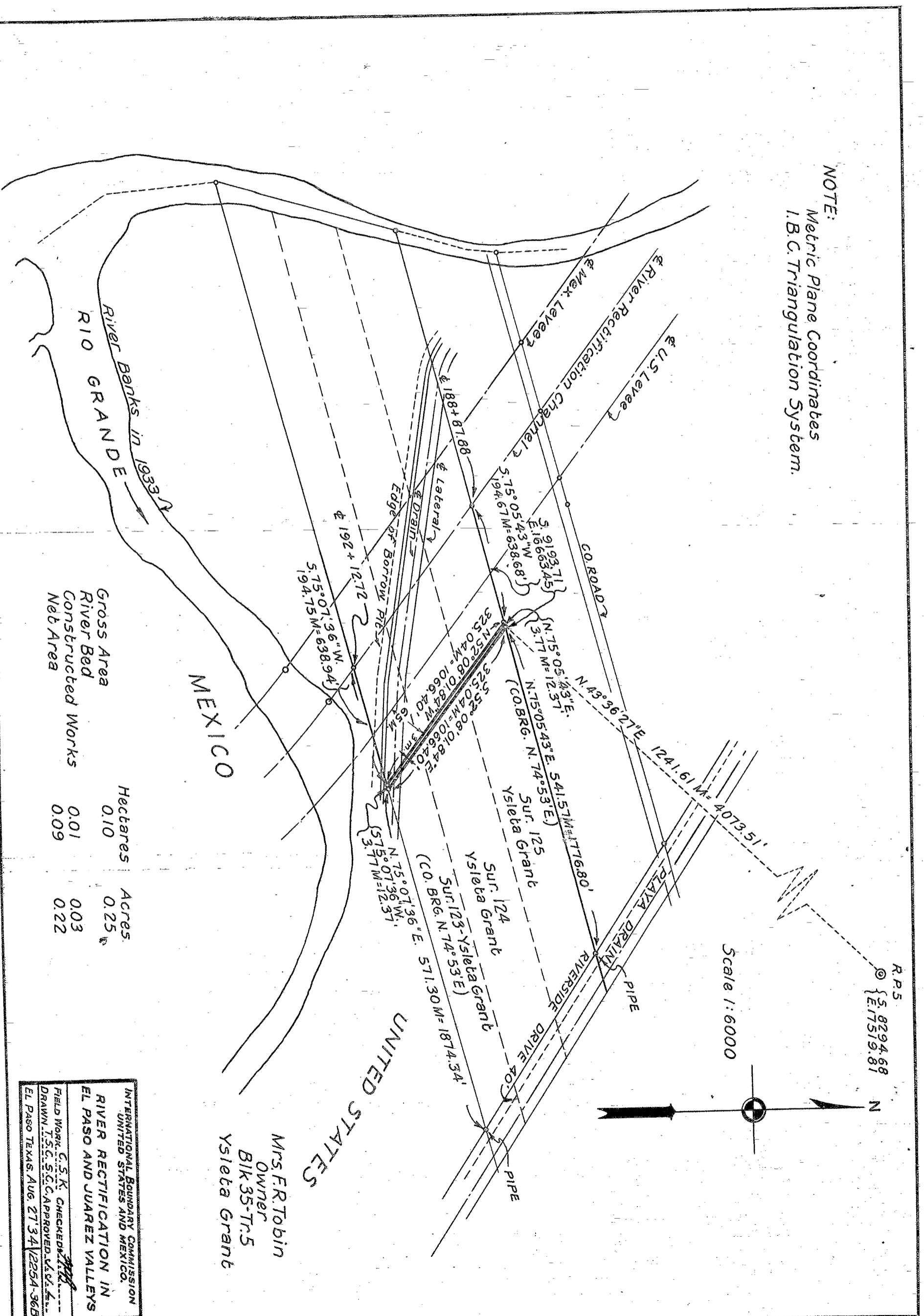
SS.

(a), I, Gene Donohue, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Anna Marie Tobin, Individually and as Independent Executor of the Estate of Frank R. Tobin, Deceased, 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 she signed, sealed and delivered said instrument of writing as her free and voluntary act and deed, for the uses and purposes therein set forth, and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 5th day of September, 1934.

(Notarial Seal: County of El Paso, Texas)
My commission expires May 31, 1935.

Gene Donohue
Notary Public in and for
El Paso County, Texas.



Filed for record Sept. 21, 1934 at 11:15 A. M.) W. D. GREET, County Clerk

And recorded Sept. 24, 1934 at 1:35 P. M.) By *AA Osborn* Deputy