CSW

JFN:lc
11-22-66

AN ORDINANCE 34989

AUTHORIZING THE TRANSFER OF $165,797.45 FROM THE GENERAL FUND, PUBLIC IMPROVEMENTS ACCOUNT 30-01-01 TO SPECIAL PROJECTS ACCOUNT 11-11-01 AND AUTHORIZING PAYMENT OF SAID AMOUNT TO THE URBAN RENEWAL AGENCY FOR THE PURCHASE OF APPROXIMATELY 6.524 ACRES OF LAND LOCATED WITHIN CIVIC CENTER PROJECT TEX.R-83 AND ALSO AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT PERTAINING TO SAID PROPERTY; AND AUTHORIZING THE CONVEYANCE OF SAID 6.524 ACRES OF LAND TO THE STATE OF TEXAS.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Deed from the Urban Renewal Agency of the City of San Antonio, Texas conveying 6.524 acres of land located within Civic Center Project, Tex. R-83 for a consideration of $165,797.45 to the City of San Antonio, is hereby accepted. - DEED RECORDS Vol. 5675 Pg. 34.

SECTION 2. Authorizing the transfer of the sum of $165,797.45 from the General Fund, Public Improvements Account 30-01-01 to Special Projects Account 11-11-01.

SECTION 3. Payment of the sum of $165,797.45 to the Urban Renewal Agency as consideration for the purchase of said property is hereby authorized out of Special Projects Account 11-11-01 payable to Alamo Title Company as escrow agent for the above-named Agency.

SECTION 4. A copy of the Warranty Deed describing the above tract more particularly by metes and bounds is attached hereto and incorporated herein by reference.

SECTION 5. The City Manager is hereby authorized to execute an agreement with the Urban Renewal Agency pertaining to the redevelopment of the above-described property and a copy of said agreement is attached hereto and incorporated herein by reference.

SECTION 6. The sale of the said same 6.524 acre tract in Civic Center Project, Tex. R-83 to the State of Texas is hereby authorized. The City Manager is authorized to execute any and all instruments necessary to consummate the sale to the State of Texas. The consideration for said sale shall be the agreement by the State of Texas to erect certain improvements on the property herein conveyed. - DEED RECORDS Vol. 5707 PAGE 869

PASSED AND APPROVED this 23rd day of November, 1966.

W W McAllister
M A Y O R

ATTEST: Jamie Kenny
asst City Clerk

APPROVED AS TO FUNDS: Arthur J. Bowe
For Director of Finance

65534

APPROVED AS TO FORM: Sam S. Wolff
City Attorney

AT:ge 1-5-1-1 11-2-66

A RESOLUTION

AUTHORIZING THE SALE OF APPROXIMATELY 6.524 ACRES OF LAND OUT OF CIVIC CENTER PROJECT, TEX. R-83 TO THE CITY OF SAN ANTONIO; AUTHORIZING THE AGENCY'S CHAIRMAN TO EXECUTE A WARRANTY DEED AND CONTRACT FOR SALE OF LAND FOR REDEVELOPMENT WITH THE CITY OF SAN ANTONIO; ESTABLISHING THE CONSIDERATION TO BE PAID AT $165,797.45; SUBJECT TO CONCURRENCE BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of San Antonio, acting by and through its City Manager has requested that a portion of the property located within the Civic Center Project, Tex. R-83 be transferred to the City of San Antonio as soon as possible; and

WHEREAS, the Agency is in a position to convey the title to said area and has acquired title thereto through negotiation and condemnation proceedings; and

WHEREAS, the consideration for the purchase of said property by the City of San Antonio is based upon values previously approved by the Department of Housing and Urban Development; now, therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO:

1. The sale of approximately 6.524 acres of land out of Civic Center Project, Tex. R-83 for a total consideration of $165,797.45 is hereby authorized to be made to the City of San Antonio.

2. The property is more particularly described by metes and bounds in the Warranty Deed from this Agency to the City of San Antonio which is filed in the office of the Real Estate Department of this Agency.

3. The Agency's Chairman is hereby authorized to execute a Warranty Deed and Contract for Sale of Land for Redevelopment by Public Body with the City of San Antonio for the purchase of the property described in paragraph 1. above.

4. The Agency's Secretary is authorized to attest the Chairman's signature thereon.

5. The Deed and Contract mentioned in paragraph 3. above are on file in the office of the Real Estate Department of the Agency and their terms are incorporated herein by reference.

6. All actions taken herein in authorizing the disposition of this 6.524 acre tract in Civic Center Project, Tex. R-83 are subject to concurrence by the Department of Housing and Urban Development.

PASSED AND APPROVED this 3rd day of November, 1966.

John A. Bitter, Jr., Chairman

ATTEST:

M. Winston Martin, Secretary

Resolution No. 984

AT:ge 1-5-1-' 11-3-66

Vol 5675
Pg 34

see our Deed Book -

ORD 34989
11/23/66

WARRANTY DEED

THE STATE OF TEXAS X
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR X

The URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, Grantor, for and in consideration of the sum of One Hundred Sixty-five Thousand Seven Hundred Ninety-seven and 45/100 Dollars ($165,797.45) to it in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the CITY OF SAN ANTONIO, Grantee herein named, for public use, all of the following described property located within the City of San Antonio, Bexar County, Texas, to-wit:

> All that certain tract of land located within the City of San Antonio, Bexar County, Texas, containing 6.524 acres of land out of New City Block Nos. 612, 694, 695, 698, 699, 702 and 703 and portions of South Street, Goliad Street, Staunton Alley, Newton Street, Santa Clara Street and Dakota Street, being also a portion of proposed Block 3, New City Block 13814 in the subdivision plat of the Urban Renewal Agency's Civic Center Project, Tex. R-83 approved by the Planning Commission of the City of San Antonio August 18, 1965 and as of this date still unrecorded, said tract being more particularly described by metes and bounds on Exhibit "A" hereof.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee for itself, its successors and assigns and every successor in interest. As part of the consideration hereof, Grantee agrees to the following as covenants running with the land:

1. All restrictions, regulations and land uses as set forth in the Urban Renewal Plan for Civic Center Project, Tex. R-83, which was filed on the 27th day of August, 1964, in the office of the City Clerk of the City of San Antonio, Texas, and all amendments and revisions thereto. This covenant shall run in favor of the Agency, for a 25 year period from the date of this Deed, without regard to whether the Agency has at any time been, remains, or is owner of any land or interest therein to or in favor of which such covenant relates.

2. To not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon, or any part thereof. This covenant shall remain in effect without limitation as to time and the United States shall be a beneficiary and be entitled to enforce it.

3. To construct on the above-described land the following improvements according to the following requirements:

A. A State facility to complement the Convention Center Complex of the City of San Antonio according to plans and specifications approved by the City Council of the City of San Antonio and the State of Texas.

B. Promptly begin and diligently prosecute to completion the redevelopment of the property by the construction of the improvements mentioned in paragraph A. next above; said construction to begin within six (6) months from the date of this deed and be completed within twenty-four (24) months from the date of this deed.

C. Grantor will furnish Grantee an Instrument of Certification of Completion for the improvements set forth in 3A. above, which certification when filed by Grantee for record in the Deed Records of Bexar County, Texas, shall constitute a conclusive determination of satisfaction and termination of the agreement and covenants set forth herein with respect to the obligation of Grantee, its successors and assigns to construct the improvements enumerated in Paragraph 3A. hereof within the period prescribed for the beginning and completion of same set forth in Paragraph 3B. hereof.

4. This Deed is made by Grantor and Grantee accepts same upon the following condition subsequent:

In the event that subsequent to this conveyance to Grantee and prior to completion of the Improvements as certified by Grantor

(a) Grantee (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements provided in Paragraphs 3A. and 3B. hereof (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements) after written demand by Grantor so to do; or

(b) Grantee (or successor in interest) shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien shall not have been removed or discharged or provision satisfactory to the Grantor made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do, then Grantor shall have the right to re-enter and take possession of the premises described herein and terminate and revest in Grantor the estate conveyed by this Deed to Grantee, and such title and all rights and interests of Grantee, and any assigns or successors in interest to and in these premises, shall revert to the Grantor Provided, That such condition subsequent and any revesting of title as a result thereof in Grantor

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage approved by Grantor, and (ii) any rights or interest approved by Grantor for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the premises (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed for which the Certificate of Completion set forth in Paragraph 3C. hereof has been issued.

Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the said premises unto said Grantee, its heirs, successors and assigns against every person lawfully claiming or to claim the same or any part hereof.

IN TESTIMONY WHEREOF, the name of Grantor hereunto affixed by the Chairman of its Board of Commissioners and its Seal is affixed by its Secretary this 3rd day of November, 1966.

URBAN RENEWAL AGENCY OF THE
CITY OF SAN ANTONIO

By John A. Bitter, Jr.
John A. Bitter, Jr., Chairman

ATTEST:

M. Winston Martin, Secretary

THE STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared JOHN A. BITTER, JR. and M. WINSTON MARTIN, Chairman and Secretary, respectively, of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas.

GIVEN UNDER my hand and seal of office, this 3rd day of November, 1966.

L. W. Fenstermaker

Notary Public in and for
Bexar County, Texas

L. W. FENSTERMAKER
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

**EXHIBIT "A"**

Field Notes Description for 6.524 acres of land out of N.C.B. Numbers 612, 694, 695, 698, 699, 702 and 703 and portions of South Street, Goliad Street, Staunton Alley, Newton Street, Santa Clara Street and Dakota Street, being also out of proposed N.C.B. 13,814, Block 3, Civic Center Project No. 5 Tex R-83, Urban Renewal Resubdivision Plat, unrecorded as of this date, and being more particularly described by metes and bounds as follows:

Beginning at point in the West corner of the 6.524 acre tract herein described, said point of beginning bears N 30°54'06" E 323.09' from the intersection of the Southwest line of Victoria Street with the West line of Labor Street;

Thence N 45° E 490.00' to the North corner;

Thence S 45° E 580.00' to the East corner;

Thence S 45° W 490.00' to the South corner;

Thence N 45° W 580.00' to the West corner;

said West corner being the point of beginning, and containing 6.524 acres of land more or less.

SSW:men
2-14-67

797549

STATE OF TEXAS ⊠
COUNTY OF BEXAR ⊠

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a Texas municipal corporation acting by its City Manager pursuant to Ordinance No. 34989 adopted November 23, 1966, for and in consideration of the development by the grantee of the hereinafter described land pursuant to the covenants to which this conveyance is made subject hereinafter, has granted, sold and conveyed and by these presents does grant, sell and convey unto the State of Texas all of the following described real property located in the City of San Antonio, Bexar County, State of Texas, to-wit:

Field Notes Description for 6.524 acres of land out of N.C.B. Numbers 612, 694, 695, 698,699, 702 and 703 and portions of South Street, Goliad Street, Staunton Alley, Newton Street, Santa Clara Street and Dakota Street, being also out of proposed N.C.B. 13,814, Block 3, Civic Center Project No. 5 Tex R-83, Urban Renewal Resubdivision Plat, unrecorded as of this date, and being more particularly described by metes and bounds as follows:

Beginning at point in the West corner of the 6.524 acre tract herein described, said point of beginning bears N 30 degrees 54' 06" E 323.09' from the intersection of the Southwest line of Victoria Street with the West line of Labor Street;

Thence N 45 degrees E 490.00' to the North corner;

Thence S 45 degrees E 580.00' to the East corner;

Thence S 45 degrees W 490.00' to the South corner;

Thence N 45 degrees W 580.00' to the West corner;

said West corner being the point of beginning, and containing 6.524 acres of land more or less.

This conveyance is made subject however to an easement, which is reserved hereby, solely for use for utility purposes, over the 0.3983 acre tract described below:

Field Notes for a 0.3983 acre easement of N.C.B. 702 and N.C.B. 703 and portions of Santa Clara Street and Goliad Street, being more particularly described by metes and bounds as follows:

Beginning at a point in the southeast corner of the tract herein described said point of beginning lies S 00° 14" E. 20' and S 89° 59' 46" W 328.67' from the intersection of the South line of Dakota Street with the West line of Peach Street;

Thence N 45° E. 83.73' to a point for a corner;

Thence S 89° 59' 46" W 51.12' to the beginning of a curve to the right;

Thence with said curve to the right whose radius is 1145.00', an arc distance of 291.46';

Thence S 45° E 145.81' to a point on a curve;

Thence with said curve, whose radius is 80.00' in an Easterly direction, an arc distance of 33.76';

Thence N 89° 59' 46" E 144.46' to the point of beginning, and containing 0.3983 acres of land, more or less;

and to the following covenants, restrictions and covenants:

Those contained in the conveyance of the aforesaid land to grantor from the Urban Renewal Agency of the City of San Antonio, executed the 3rd day of November, 1966, and recorded in the Deed Records of Bexar County, Texas, Volume 5675, Pages 34-38, File No. 784466; and,

Grantee, and its successors and assigns, covenant that it will construct and maintain a Texas State Exhibits Building thereon pursuant to Sec. 4 of Senate Bill 166 enacted by the 59th Legislature and provide therein exhibits of the types named in Sec. 5 of said Act and/or make other State of Texas uses of the premises that will be attractions to visitors to the City of San Antonio and the State of Texas. In the event of noncompliance with this covenant or if compliance ceases and the default is not remedied within six months after written notice of demand for compliance is received by the Governor of Texas, title to the above described land and the right to possession thereof shall revertto the grantor, its successors and assigns.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto and

otherwise belonging unto the said grantee, its successors and assigns forever; and grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises under the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed this 14th day of February, 1967.

CITY OF SAN ANTONIO

BY: B. J. Shelley
City Manager

Attest:

City Clerk

STATE OF TEXAS ⊠

COUNTY OF BEXAR ⊠

BEFORE ME, the undersigned authority, on this day personally appeared B. J. SHELLEY, City Manager of the City of San Antonio, a municipal corporation, 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 as the act and deed of the City of San Antonio and in the capacity therein stated.

Witness my hand and seal of office this 14th day of February, 1967.

NOTARY PUBLIC

Margaret E. Dorsey
Notary Public, in and for
Bexar County, Texas



VOL 5767 PAGE 871

7252 REC $2.45
RS NONE

WARRANTY DEED

CITY OF SAN ANTONIO, TEXAS

TO

STATE OF TEXAS

FILED IN MY OFFICE
JAMES W. KNIGHT
COUNTY CLERK BEXAR CO.

1967 FEB 15 PM 4 04

RECEIVED
STATE BUILDING COMMISSION
FEB 23 1967
AUSTIN, TEXAS

RETURN:

Admiral H R Nieman, Jr.
State Building Commission
P O Box 12172
Austin, Texas 78711

STATE OF TEXAS }
COUNTY OF BEXAR }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED in the Volume and Page of the DEED RECORDS of Bexar County, Texas, as stamped hereon by me.

FEB 16 1967

COUNTY COURT OF BEXAR COUNTY, TEXAS

COUNTY CLERK
BEXAR COUNTY, TEXAS

VOL 5707 PAGE 872

$165,797.45 No. 7252

# Alamo TITLE COMPANY

201 WEST TRAVIS STREET AT SOLEDAD
SAN ANTONIO, TEXAS

A CORPORATION OF SAN ANTONIO, TEXAS, herein called the Company, for value does hereby guarantee to

STATE OF TEXAS,

herein styled assured, and its ~~heirs, executors and administrators~~, successors, that it has good and indefeasible title to the following described real property: 6.524 acres of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, out of New City Block Nos. 612, 694, 695, 698, 699, 702 and 703, and portions of South Street, Coliad Street, Staunton Alley, Newton Street, Santa Clara Street and Dakota Street, being also out of proposed New City Block 13814, Block 3, Civic Center Project No. 5 Tex. R-83, Urban Renewal Resubdivision Plat, unrecorded, and being more particularly described as follows: BEGINNING at point in the West corner of the 6.524 acre tract herein described said point of beginning bears North 30 deg. 54 min. 06 sec. East 323.09 feet from the intersection of the Southwest line of Victoria Street with the West line of Labor Street; THENCE North 45 deg. East 490.00 feet to the North corner; THENCE South 45 deg.

(over)

subject to:

1. Following liens:

N
O
N
E

2. Restrictive covenants affecting the property above described. None-except as shown below.

3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any enroachments or any overlapping of improvements which a correct survey would show.

4. All current taxes. Expressly deleted

5. Rights of parties in possession. Expressly deleted.

6. Subject to covenants, restrictions, conditions and all provisions of deed from Urban Renewal Agency to the City of San Antonio to City of San Antonio, recorded in Volume 5675, Page 34, Bexar County Deed Records, and in deed from City of San Antonio to the assured dated February 14, 1967.

7. Utility easement in deed from City of San Antonio to the assured dated February 14, 1967.

Said Company shall not be liable in a greater amount than actual monetary loss of assured, and in no event shall said Company be liable for more than ONE HUNDRED SIXTY FIVE THOUSAND SEVEN HUNDRED NINETY SEVEN AND 45/100 Dollars, and shall, at its own cost, defend said assured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title hereby guaranteed, provided the party or parties entitled to such defense shall, within a reasonable time after the commencement of such suit or proceeding and in ample time for defense therein, give said Company written notice of the pendency of the suit or proceeding, and authority to defend, and said Company shall not be liable until such adverse interest, claim, or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse interest, claim, or right so established shall be for less than the whole of the property, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse interest, claim, or right established may bear to the whole property, such ratio to be based on respective values determinable as of the date of this policy. In the absence of notice as aforesaid, the company is relieved from all liability with respect to such claim or demand; provided, however, that failure to notify shall not prejudice the claim of the assured, if such assured shall not be a party to such action or procedure, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the company shall be actually prejudiced by such failure.

Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all rights of assured against all other parties.

Upon a sale of the property covered hereby, this policy automatically thereupon shall become a warrantor's policy and the assured, his heirs, executors and administrators, successors shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he or they may sustain on account of any warranty contained in the deed executed by assured conveying said property; the Company to be liable under said warranty only by reason of defects, liens or encumbrances, existing prior to or at the date hereof (and not excepted above), such liability not to exceed the amount above written.

Nothing contained in this policy shall be construed as insuring against loss or damage by reason of fraud on the part of the assured; or by reason of claims arising under any obligation of the assured; or under any act, thing, or trust relationship, done, created, suffered or permitted by the assured.

WITNESS the corporate name and seal of the Company by its Vice-President and Assistant Secretary this

15th day of February A. D. 1967

ATTEST ALAMO TITLE COMPANY

Assistant Secretary Vice-President

OWNER'S POLICY—FORM PRESCRIBED BY BOARD OF INSURANCE COMMISSIONERS OF TEXAS FORM T-1 10M 3 66

RLB:VW

(Property Description Continued) East 580.00 feet to the East corner; THENCE South 45 deg. West 490.00 feet to the South corner; THENCE North 45 deg. West 580.00 feet to the West corner; said West corner being the point of beginning, and containing 6.524 acres of land more or less, and being the same property conveyed to the assured by deed dated February 14, 1967, from the City of San Antonio, filed for record with the County Clerk of Bexar County, Texas, under File No. 797549.

Alamo Title Company

201 W. TRAVIS ST. AT SOLEDAD

SAN ANTONIO, TEXAS

OWNER'S POLICY

AT:ge 1-[illegible] 11-2-66

ord 34989 11/23/66

CONTRACT FOR SALE OF LAND FOR REDEVELOPMENT BY PUBLIC BODY

THE STATE OF TEXAS X

COUNTY OF BEXAR X

This agreement (hereinafter called "Agreement") made on or as of the 3rd day of November, 1966, by and between the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, a public body corporate and politic of the State of Texas, County of Bexar, hereinafter called "Agency" having its offices at 418 South Laredo Street in the City of San Antonio, Bexar County, Texas and the CITY OF SAN ANTONIO, a public body corporate and politic of the State of Texas, hereinafter called "Public Body" having its office at City Hall, in the City of San Antonio, Bexar County, Texas, to-wit:

W I T N E S S E T H :

WHEREAS, in furtherance of the objectives of the Texas Urban Renewal Law, Article 1269 L-3, V.A.C.S., the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of San Antonio, Texas, hereinafter called "City" and in this connection is engaged in carrying out an Urban Renewal Project known as "Civic Center Project, Tex. R-83" hereinafter called "Project" in an area (hereinafter called "Project Area") located in said City; and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the City Council of the City of San Antonio on August 27, 1964, an Urban Renewal Plan for the Project, which Plan as it may hereafter be amended from time to time pursuant to law and as so constituted from time to time unless otherwise indicated by the context hereinafter called "Urban Renewal Plan"; and a copy of the Urban Renewal Plan, as constituted on the date of the Agreement, has been filed in the office of the City Clerk of the City of San Antonio located at City Hall, San Antonio, Texas; and

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan as amended, and particularly to make land in the Project Area available (after acquisition and clearance by the Agency) for redevelopment by a public body for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide, and have provided, substantial aid and assistance to the Agency through a Contract for Loan and Capital Grant dated the 10th day of November, 1964, in the case of the Federal Government, and Cooperation Agreements dated the 27th day of August, 1964, July 7, 1966 and October 13, 1966 in the case of the City:

NOW, THEREFORE, each of the parties hereto for and in consideration of the premises and the mutual obligations herein, does hereby covenant and agree with the other, as follows:

ARTICLE I. GENERAL TERMS OF CONVEYANCE OF PROPERTY

Sec. 1. Sale and Purchase Price. Subject to all the terms, covenants, and conditions of the Agreement, the Agency will sell certain real property in the Project Area more particularly described in Schedule A annexed hereto and made a part hereof (which property, as so described, is hereinafter called "Property"), to the Public Body for, and the Public Body will purchase the Property and pay to the Agency therefor, the amount of One Hundred Sixty-five Thousand Seven Hundred Ninety-seven and 45/100 Dollars ($165,797.45) hereinafter called "Purchase Price". Such payment shall be in cash, or by such check as shall be satisfactory to the Agency, at the time and place provided herein.

Sec. 2. Conveyance. The Agency shall convey to the Public Body, upon payment in full of the Purchase Price by the Public Body, title to the Property by Warranty Deed or Deeds as may be agreed upon by the Parties hereto, (hereinafter called "Deed"). Such conveyance shall, in addition to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

(a) Easements and public areas shown in the Urban Renewal Plan for the Project as being reserved for streets, sewers, drains, water, gas, electric, telephone installations, and other public ways and facilities.

(b) Building and use restrictions for public use areas of the Project in the Urban Renewal Plan.

(c) Provisions of subdivision plat as finally approved by the Planning Commission of the City of San Antonio on August 18, 1965 but as yet unrecorded.

Sec. 3. Delivery of Deed. The Agency shall deliver the Deed and possession of the property to the Public Body by November ___, 1966 or such earlier date as the parties hereto may mutually agree upon in writing. Conveyance shall be made at the office of Alamo Title Company, 201 W. Travis, San Antonio, Texas and the Public Body shall accept conveyance and pay to the Agency at such time and place the Purchase Price.

Sec. 4. Title Procedure.

(a) Agency shall furnish title to the Property insured by Alamo Title Company and shall bear the cost of said title insurance policy. It is stipulated, however, between the parties hereto that should Agency and Public Body agree that such title policy is not necessary on a particular conveyance, that this title policy provision may be waived so long as title as conveyed is approved by attorneys for Agency and Public Body.

(b) Public Body shall record the Deed and pay costs of recordation. Said Deed shall be recorded in the Office of the County Clerk of Bexar County and the Public Body shall pay the costs incident to such recordation including the costs of Federal documentary stamps, if applicable and not exempt thereof.

ARTICLE II. PREPARATION OF PROPERTY FOR REDEVELOPMENT

Sec. 1. Preparation of Property. The Agency shall, prior to the conveyance of the Property and without expense to the

Public Body, prepare the Property for redevelopment, which preparation shall consist of the following:

(a) The demolition and removal to grade of all existing buildings, structures, and obstructions on the Property, including the removal of any debris resulting from such demolition.

(b) The removal of all paving, including curbs, and gutters, sidewalks, and utility lines, installations, facilities, and related equipment, within or on the Property which are to be eliminated or removed pursuant to the Urban Renewal Plan.

(c) Such filling and grading and leveling of the land but not including top soil or landscaping, as shall be necessary to make it ready for construction of the improvements to be made thereon, by the Public Body, it being intended that such filling, grading and leveling conform generally to the respective surface elevations set forth in the Urban Renewal Plan.

(d) The construction by the Agency of any street, public waterway, sidewalk, or other public work as provided by the Urban Renewal Plan.

(e) The filing and approval of a resubdivision plat for the Project Area with the cooperation of Public Body, said resubdivision plan to conform to the Redevelopment and Land Use Plan as provided in the Urban Renewal Plan.

Sec. 2. Other Action by Agency Relating to Preparation. The Agency shall, without expense to the Public Body and prior to the completion of the Improvements as hereinafter defined provide or cause to be provided the following:

(a) Basic utilities, including streets, water, gas and electric lines, drainage facilities and the public water way as provided in the Urban Renewal Plan.

(b) The construction of the public waterway as shown in the Urban Renewal Plan, to commence no later than the 1st day of December, 1966 and to be completed no later than the 1st day of March, 1967.

## ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Sec. 1. Construction Required. The Public Body as Redeveloper shall be responsible for or cause to be designed and constructed a State facility to complement the Convention Center Complex of the City of San Antonio according to Plans and Specifications mutually acceptable to the City of San Antonio and the State of Texas.

Sec. 2. All work by the Public Body with respect to such redevelopment of the property and the construction or the making of other improvements thereon, if any, shall be in conformity with the Urban Renewal Plan, the Agreement, and all applicable state and local laws. Upon written request of the Agency, from time to time, the Public Body will deliver to the Agency, to be retained by the Agency, plans with respect to the improvements to be constructed or otherwise made by the Public Body on the Property, in sufficient completeness and detail to show that the improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and the Agreement.

Sec. 3. Time for Construction. The Public Body agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Public Body for itself and such successors and assigns, that the Public Body shall begin the redevelopment of the Property through the construction of the Improvements thereon, within twenty-four (24) months from the date of the Deed, and diligently proceed to complete such construction within sixty (60) months from such date. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants of the Agreement pertaining to the Improvements shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit of

the community and the Agency and enforceable by the Agency against the Public Body, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein.

Sec. 4. Report on Progress. Subsequent to conveyance of the Property or any part thereof to the Public Body, and until construction of the Improvements has been completed, the Public Body shall, upon written request of the Agency, make, in such detail as may reasonably be required by the Agency, and forward to the Agency a report in writing as to the actual progress of the Public Body with respect to such construction. During such period, the work of the Public Body shall be subject to inspection by the Agency.

Sec. 5. Access to Property. Prior to delivery of possession of the Property to the Public Body, the Agency shall permit the Public Body access thereto whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement; and, subsequent to such delivery, the Public Body shall permit access to the Property by the Agency and the City whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement.

Sec. 6. Certificate of Completion. Promptly after completion of the Improvements in accordance with the provisions of the Agreement, the Agency shall furnish the Public Body with an appropriate instrument so certifying. Such certification by the Agency shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Public Body, its successors and assigns, and every successor in interest to the Property, to construct the Improvements and the dates for the beginning and completion thereof. All certifications provided for in this Sotion shall be in such form as will enable them to be recorded with the Clerk of Bexar County.

## ARTICLE IV. LAND USES

Sec. 1. Restrictions on Land Use. The Public Body agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Public Body for itself, and such successors and assigns, that the Public Body, and such successors and assigns, shall:

(a) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan, as the same may hereafter be amended from time to time; and

(b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

Sec. 2. Effect of Covenants; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in this Article IV. shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City, and the United States (in the case of the covenant provided in subdivision (b) of Section 1 of this Article IV), against the Public Body, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided (a) in subdivision (a) of Section 1 of this Article IV. shall remain in effect until December 1, 1981 (at which time such agreement and covenant shall terminate), and (b) in subdivision (b) of such Section 1 shall remain in effect without limitation as to time.

Sec. 3. Enforceability by Agency and United States. In amplification, and not in restriction, of the provisions of Section 2 of this Article IV, it is intended and agreed that the Agency shall be deemed a beneficiary of the agreements and covenants provided in Section 1 of this Article IV, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of such Section 1, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency and the United States for the entire period during which such agreements and covenants shall be in force, without regard to whether the Agency or the United States is or has been an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right, in the event of any breach of the covenant provided in subdivision (b) of Section 1 of this Article IV, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Sec. 1. Representation as to Redevelopment. The Public Body represents and agrees that its purchase of the Property shall be for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan and the Agreement.

Sec. 2. Prohibition Against Transfer of Property and Assignment. Except for the anticipated conveyance of the property to the State of Texas for redevelopment, the Public Body has not made or created, and will not, prior to the proper completion

of the Improvements, as certified by the Agency, make or create, or suffer to be made or created, (a) any total or partial sale, conveyance, or lease of the Property, or any part thereof or interest therein, or (b) any assignment of the Agreement, or any part thereof, or (c) any agreement to do any of the foregoing, without the prior written approval of the Agency. Such approval shall be on such condition as the Agency may in its exclusive discretion determine, including, but not limited to, the assumption by the proposed transferee, by instrument in writing, for itself and its successors and assigns, and for the benefit of the Agency, of all obligations of the Public Body under the Agreement.

## ARTICLE VI. REMEDIES

Sec. 1. Notice of Default. In the event of any default under or breach of any of the terms or conditions of the Agreement by either party hereto, or any successor or assign of, or successor in interest to, the Property, such party or successor shall upon written notice from the other proceed to remedy or cure such default or breach within thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach or to obtain damages therefor, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations.

Sec. 2. Termination by Public Body. In the event that the Agency does not tender conveyance of the Property or possession thereof in the manner and condition, and by the date, provided in the Agreement and any such failure shall not be cured within thirty (30) days after written demand by the Public Body, then the Agreement shall at the option of the Public Body be terminated, and neither the Agency nor the Public Body shall have any further rights against or liability to the other under the Agreement.

Sec. 3. Termination by Agency. In the event that prior to

conveyance of the Property to the Public Body and in violation of the Agreement the Public Body (and any successor in interest) assigns or attempts to assign the Agreement or any rights herein or in the Property, or the Public Body does not pay the Purchase Price for and take title to the Property upon proper tender of conveyance by the Agency pursuant to the Agreement, then the Agreement and any rights of the Public Body or any successor or assign of the Public Body or transferee of the Property under the Agreement or arising therefrom, with respect to the Agency or the Property, shall at the option of the Agency be terminated by the Agency. In such event, except for the right of the Agency to damages for such breach afforded by law, neither the Public Body (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

Sec. 4. Delays Beyond Control of Parties. For the purposes of the Agreement, neither the Agency nor the Public Body, as the case may be, nor any successor of either of them shall be considered in breach of or in default under its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and withou its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes; it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay; provided, that the party seeking

the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Sec. 5. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

## ARTICLE VII. MISCELLANEOUS PROVISIONS

Sec. 1. Conflict of Interest. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Public Body or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the

Public Body or successor or on any obligations under the terms of the Agreement.

Sec. 2. Equal Opportunity in Construction Employment. The Public Body, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section 2 in every contract or purchase order which may hereafter be entered into between the Public Body and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965:

"Sec. _____. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees with the Public Body as follows:

"(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

"(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf

of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the said labor union or workers' representative of the Contractor's commitments under this Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purpose of inducing such provisions in any construction contract or purchase order, as required by this Section 2, the term "Public Body" and the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

Sec. 3. Notice. A notice or communication under the Agreement by either party to the other shall be sufficiently given or

delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

(a) in the case of a notice or communication to the Public Body, is addressed as follows: City Manager, City Hall, San Antonio, Texas, and

(b) in the case of a notice or communication to the Agency, is addressed as follows: Executive Director, Urban Renewal Agency, 418 South Laredo Street, San Antonio, Texas, or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched as provided in this Section.

Sec. 4. Agreement Survives Conveyance. None of the provisions of the Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Public Body or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

Sec. 5. Counterparts. The Agreement is executed in two counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Public Body has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

ATTEST:

M. Winston Martin, Secretary

URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO

By John A. Bitter, Jr., Chairman

ATTEST:

CITY OF SAN ANTONIO

STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared JOHN A. BITTER, JR. and M. WINSTON MARTIN, Chairman and Secretary, respectively, of the URBAN RRENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas.

GIVEN UNDER my hand and seal of office this 3rd day of November, 1966.

L W Lustermacker

Notary Public in and for
Bexar County, Texas

L. W. FENSTERMACKER
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared B. J. SHELLEY, known to me to be the person and officer whose name is subscribed to the foregoing instrument as _____ City Manager of the CITY OF SAN ANTONIO, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said CITY OF SAN ANTONIO.

GIVEN UNDER my hand and seal of office, this 16th day of December, 1966.

James C Kenny

Notary Public in and for
Bexar County, Texas

JAMES C. KENNY
Notary Public, Bexar County, Texas

SCHEDULE "A"

Field Notes Description for 6.524 acres of land out of N.C.B. Numbers 612, 694, 695, 698, 699, 702 and 703 and portions of South Street, Goliad Street, Staunton Alley, Newton Street, Santa Clara Street and Dakota Street, being also out of proposed N.C.B. 13,814, Block 3, Civic Center Project No. 5 Tex R-83, Urban Renewal Resubdivision Plat, unrecorded as of this date, and being more particularly described by metes and bounds as follows:

Beginning at point in the West corner of the 6.524 acre tract herein described, said point of beginning bears N 30°54'06" E 323.09' from the intersection of the Southwest line of Victoria Street with the West line of Labor Street;

Thence N 45° E 490.00' to the North corner;

Thence S 45° E 580.00' to the East corner;

Thence S 45° W 490.00' to the South corner;

Thence N 45° W 580.00' to the West corner;

said West corner being the point of beginning, and containing 6.524 acres of land more or less.

CONSERVATION
REHABILITATION
REDEVELOPMENT

M. WINSTON MARTIN
EXECUTIVE DIRECTOR

# URBAN RENEWAL AGENCY

*of the City of San Antonio*

PHONE CA 5-6835 • 418 SOUTH LAREDO ST. • SAN ANTONIO, TEXAS 78207

November 14, 1966

MEMORANDUM TO: Mr. Jack Shelley, City Manager

FROM: Arthur C. Troilo, Jr., Attorney for the Urban Renewal Agency of the City of San Antonio

SUBJECT: Conveyance to the City of San Antonio of 6.524 acres in Civic Center Project, Tex R-83

In connection with the proposed disposition to the City of 6.524 acres for the construction of the Texas State Pavilion in the Civic Center Project, this is to advise that we have received concurrence in the disposition from the Regional Office of the Department of Housing and Urban Development.

I enclose for action by the City the following documents:

1. Copy of letter from Jack Herrington, Regional Director, HUD, dated November 8, 1966.

2. Certified copy of Resolution of the Urban Renewal Agency authorizing sale to City for consideration of $165,797.45.

3. Plat and field notes (have already been provided you by Al Groves, Agency's Engineer).

4. Proposed Contract for Sale of Land for Redevelopment by Public Body.

5. Copy of proposed Warranty Deed (Original will be forwarded to Alamo Title Company for closing if form is approved by City Attorney).

6. Proposed Ordinance authorizing purchase.

COMMISSIONERS

JOHN A. BITTER, JR., CHAIRMAN
CHARLES O. SCHEER, VICE CHAIRMAN

MORRIS L. COLLINS PETER G. GARCIA MAX MARTINEZ ROBERT A. NELSON ROBERT ROTH GEORGE M. WARMACK REV. P. S. WILKINSON

By copy of this transmittal letter, I am informing the City Attorney of these matters and would appreciate your bringing this item to the City Council at your earliest possible convenience.

Arthur C. Troilo, Jr.

Arthur C. Troilo, Jr.
Attorney for the Urban Renewal Agency
of the City of San Antonio

AT:vvj
Enclosures

International
Exposition
HemisFair'68®
421 S. Alamo, P. O. Box 1968
San Antonio, Texas 78206
Telephone 512 CA 5-2011
Cable: HEMISFAIR
Registered: Bureau of
International Expositions

RECEIVED

NOV 18 1966

LEGAL DEPARTMENT
CITY OF SAN ANTONIO, TEX.

November 16, 1966

Mr. Nick Cosgrove
Assistant City Attorney
City Hall
San Antonio, Texas

RE: Deed from City of San Antonio to State of Texas of Land in HemisFair Site

Dear Nick:

John Watson advises that he discussed with you this morning the above subject. On April 13, we forwarded to J. Arthur Sandlin, Assistant City Attorney*, the draft of a proposed deed that you prepared dated 3/1/66. On April 15, Mr. Sandlin replied stating: "The deed form as submitted appears to be proper." Thereafter, on July 19, 1966, I forwarded to Mr. Jack Shelley the field notes prepared by Frank T. Drought pertinent to the 6.54 acres of land the State of Texas now needs the City to deed to it. On August 22, 1966, I forwarded to Jack Shelley the areas surrounding the above-described tract of land, namely some 6.42 acres which the State of Texas will be deeded at a later time. You will recall the reason for the partial conveyance now is City's money situation with respect to the purchase of the Urban Renewal land. It is my understanding that there now exists no obstacles with reference to the City deeding to the State the land.

If you have any questions, please call John or myself.

Sincerely,

* Asst Atty Gen

John A. Daniels
General Counsel

jad/mia

© 1965 HEMISFAIR '68®

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
819 TAYLOR STREET, ROOM 13A01, FORT WORTH, TEXAS 76102

November 8, 1966

REGION V

Mr. M. Winston Martin
Executive Director
Urban Renewal Agency of
San Antonio
418 South Laredo Street
San Antonio, Texas 78207

Dear Mr. Martin:

Subject: Tex. R-83, Civic Center Project
San Antonio, Texas
Real Estate Disposition - Proposed conveyance of 284,185.44 Sq. Ft. (6.524 acres) out of the proposed Block No. 3, NCB 13,814 to the City of San Antonio for a consideration of $165,797.45

We refer to the following as submitted with your letter of November 4, 1966, concerning subject transaction:

1. Resolution authorizing this sale.
2. Contract for Sale of Land for Redevelopment by a Public Body.
3. Warranty Deed.

The above documents appear to be acceptable for use in connection with the proposed transaction, and we concur in the sale of the subject land to the City of San Antonio as set forth therein.

Please furnish necessary recording data and Opinion of Counsel as soon as this transaction has been completed.

Sincerely yours,

Paul D. Lumington

Regional Director
Urban Renewal Division

RECEIVED
NOV 14 1966

cc. to J. W. Curington

3 of 4
34989

# THE ATTORNEY GENERAL OF TEXAS

11/23/66

AUSTIN, TEXAS 78711

6.524

CRAWFORD C. MARTIN
ATTORNEY GENERAL

March 27, 1969

Mailed
4-2-69
By Mr. Reeder

Mr. Ancil M. Douthit
Assistant City Manager
City of San Antonio
San Antonio, Texas 78205

Dear Mr. Douthit:

You will recall that in our recent telephone conversation I requested that we be provided with a copy of the Ordinance adopted by the City Council of San Antonio authorizing the purchase and conveyance to the State of Texas of a certain 6.544 acre tract of land in fulfillment of the contract between the City of San Antonio and the State of Texas dated February 20, 1967.

Today I am in receipt of another set of field notes as pertaining to said tract of land rather than the Ordinance. Apparently there was a failure of communication at some point.

At your convenience I would appreciate a copy of the requested Ordinance.

Very truly yours,

Louis G. Neumann
Assistant Attorney General

LGN:sss

## DISTRIBUTION

| | DEPARTMENT | DATE | ORD. OR RESOL. | CONTRACT |
|---|---|---|---|---|
| | AVIATION DIRECTOR | | | |
| | STINSON FIELD | | | |
| | BUDGET | 11/23 | | |
| | CITY MANAGER | | | |
| | ASST. CITY MGR. | | | |
| | CITY PUBLIC SERVICE | | | |
| | CITY WATER BOARD | | | |
| | COMMERCIAL RECORDER | | | |
| | FINANCE DIRECTOR | 11/23 | | |
| | ASSESSOR & COLL. | | | |
| | CONTROLLER | | | |
| | CORP. COURT | | | |
| | INTERNAL AUDIT | | | |
| | PROPERTY RECORDS | | | |
| | PURCHASING | | | |
| | FIRE CHIEF | | | |
| | HEALTH DIRECTOR | | | |
| | HOUSING & INSP. DIR. | | | |
| | LEGAL | 11/23 | | |
| | BACK TAX ATTY. | | | |
| | CONDEMNATION ATTY. | | | |
| | LAND. DIV. | | | |
| | LIBRARY DIRECTOR | | | |
| | PARKS & REC. DIR. | | | |
| | PERSONNEL DIRECTOR | | | |
| | PLANNING DIRECTOR | | | |
| | POLICE CHIEF | | | |
| | PUBLIC INFORMATION | | | |
| | PUBLIC WORKS DIR. | 11/23 | | |
| | ASST. DIRECTOR | | | |
| | TRAFFIC & TRANSP.DIR. | | | |
| | URBAN RENEWAL AGENCY | | | |
| | OTHER: | | | |

REMARKS:

J. H. INSELMANN

ITEM NO. 17

### ROLL CALL VOTE

MEETING OF THE CITY COUNCIL DATE: NOV 23 1966

MOTION BY: Bren SECONDED BY: Tre

ORD. NO. 34989 ZONING CASE

RESOL. PETITION

| COUNCIL MEMBER | ROLL CALL | AYE | NAY |
|---|---|---|---|
| WALTER W. MC ALLISTER<br>PLACE NO. 1, MAYOR | | ✓ | |
| DR. HERBERT CALDERON<br>PLACE NO. 2 | | ✓ | |
| ROBERT C. JONES<br>PLACE NO. 3 | | ✓ | |
| S. H. JAMES<br>PLACE NO. 4 | | ✓ | |
| MRS. S. E. COCKRELL, JR.<br>PLACE NO. 5 | | ✓ | |
| JOHN GATTI<br>PLACE NO. 6, MAYOR PRO-TEM | | ✓ | |
| FELIX B. TREVINO<br>PLACE NO. 7 | | ✓ | |
| GERALD PARKER<br>PLACE NO. 8 | | ✓ | |
| ROLAND C. BREMER<br>PLACE NO. 9 | | ✓ | |

BRIEFED BY:

Hoff

ADDITIONAL INFORMATION:

Shelley

65-534

#3