

## SPECIAL MEETING OF THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

WEDNESDAY, JULY 10TH, A. D. 1940, 3:00 P. M.

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PRESENT: C. Ray Davis, Mayor Pro Tem, presiding, and Commissioners Steffler and Lipscomb.  
Absent, Mayor Maverick and Commissioner Hein.

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The Clerk read the following call, to-wit:

July 10, 1940.

To the Commissioners of the City of San Antonio.

Gentlemen:

Under the authority vested in me as Mayor Pro Tem by the Charter of the City of San Antonio, I hereby call you into Special Session this 10th day of July, 1940, to convene at 3:00 P.M., for the purpose of submitting for your consideration certain ordinances that require passage and approval.

Respectfully,

C. Ray Davis  
Mayor Pro Tem.

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Mayor Pro Tem Davis introduced the following ordinance, which was read, passed and approved by the following vote on roll call, to-wit: Ayes, Davis, Steffler and Lipscomb. Nays, Maverick and Hein, absent.

No. 101. MR-312 AN ORDINANCE (2111)

APPROPRIATING \$1500.00 TO PAY J. FRED BUENZ FOR ARCHITECTURAL AND LANDSCAPING SERVICES ON RIVER BEAUTIFICATION PROJECT IN IMPROVEMENT DISTRICT NO. 15; AND RESCINDING AND TRANSFERRING BACK INTO IMPROVEMENT DISTRICT NO. 15 FUND \$1518.00, THE UNPAID PORTION OF COUNCIL APPROPRIATION NO. 475, DATED DECEMBER 15, 1938.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That \$1518.00, the unpaid balance of Council Appropriation No. 475, dated December 15, 1938, be and the same is hereby rescinded and the said amount is hereby transferred back into Improvement District No. 15 Fund.

2. That \$1500.00 be and the same is hereby appropriated out of Improvement District No. 15 Fund, to pay J. Fred Buenz, in full accord and satisfaction of all architectural and landscaping services in connection with River Beautification Project in Improvement District No. 15.

3. PASSED AND APPROVED this 10th day of July, A. D. 1940.

C. Ray Davis  
Mayor Pro Tem.

ATTEST: E. L. Fries  
Ass't. City Clerk.

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Commissioner Steffler introduced the following ordinance, which was read, passed and approved by the following vote on roll call, to-wit: Ayes, Davis, Steffler and Lipscomb. Nays, Maverick and Hein, absent.

No. 102. MR-313 AN ORDINANCE (2112)

AUTHORIZING THE MAYOR TO EXECUTE A LEASE CONTRACT WITH THOMAS F. CROWLEY AND WIFE, FLORENCE CROWLEY, FOR GRAVEL PIT; AND APPROPRIATING \$450.00.00 THEREFOR.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the Mayor be and he is hereby authorized to execute one certain lease with Thomas F. Crowley and wife, Florence Crowley, on property known as the Rine-Crowley Tract, just off the North Loop Road, in Bexar County, Texas, same to be used as a gravel pit; term of said lease to be for a period of 10 years, beginning the 1st day of July, A.D. 1940; consideration for said lease shall be the sum of \$450.00.

2. That the sum of \$450.00 be and the same is hereby appropriated out of the 1940 General Fund-Street Maintenance Department, to be paid to said Thomas F. Crowley and wife, Florence Crowley, in payment of all rentals for said leased property.

3. PASSED AND APPROVED this 10th day of July, A. D. 1940.

C. Ray Davis  
Mayor Pro Tem.

ATTEST: E. L. Fries  
Ass't. City Clerk.

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Commissioner Steffler introduced the following ordinance, which was read, passed and approved by the following vote on roll call, to-wit: Ayes, Davis, Steffler and Lipscomb. Nays, Maverick and Hein, absent.

No. 103. *MR-314* AN ORDINANCE (2113)

AUTHORIZING THE MAYOR TO EXECUTE A LEASE CONTRACT WITH ALFRED TOWNSEND FOR GRAVEL PIT; AND APPROPRIATING \$1575.00 THEREFOR.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the Mayor be and he is hereby authorized to execute one certain lease with Alfred Townsend, on property known as the Townsend Tract, just off the North Loop near the intersection of the Coker Road, in Bexar County, Texas; same to be used by the City as a gravel pit; term of said lease to be for a period of 10 years, beginning the 1st day of July, A. D. 1940; consideration for said lease shall be the sum of \$1575.00; said lease also containing a right-of-way to said property from the North Loop Road.

2. That the sum of \$1575.00 be and the same is hereby appropriated out of the 1940 General Fund-Street Maintenance Department, to be paid to Alfred Townsend, in payment of all rentals for said leased property.

3. PASSED AND APPROVED this 10th day of July, A. D. 1940.

C. Ray Davis  
Mayor Pro Tem.

ATTEST: E. L. Fries  
Ass't. City Clerk.

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Mayor Pro Tem Davis introduced the following ordinance, which was read, passed and approved by the following vote on roll call, to-wit: Ayes, Davis, Steffler and Lipscomb. Nays, Maverick and Hein, absent.

No. 104. *MR-315* AN ORDINANCE (2114)

APPROPRIATING \$1.00 TO PAY TEXAS-SAN ANTONIO CORPORATION FOR AN EASEMENT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That there is hereby appropriated out of Improvement District No. 15 Fund, the sum of \$1.00, to be paid to Texas-San Antonio Corporation, in payment for an easement granted by said party to the City of San Antonio, authorizing said City to construct and maintain a walk along the San Antonio River adjacent to the Texas Theatre Building, and further to construct and maintain a circular stairway leading down to the river level from the Houston Street Bridge abutment adjoining the Texas Theatre Building, said easement having been executed July 3rd, 1940.

2. Said easement is hereby accepted in behalf of the City of San Antonio.

3. PASSED AND APPROVED this 10th day of July, A. D. 1940.

C. Ray Davis  
Mayor Pro Tem.

ATTEST: E. L. Fries  
Ass't. City Clerk.

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Mayor Pro Tem Davis introduced the following ordinance, which was read, passed and approved by the following vote on roll call, to-wit: Ayes, Davis, Steffler and Lipscomb. Nays, Maverick and Hein, absent.

No. 105. MR-316 AN ORDINANCE (2115)

APPROPRIATING \$1.00 TO PAY AMERICAN NATIONAL INSURANCE COMPANY FOR AN EASEMENT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That there is hereby appropriated out of Improvement District No. 15 Fund, the sum of \$1.00, to be paid to American National Insurance Company, in payment for an easement granted by said Company to the City of San Antonio, authorizing said City to construct and maintain a walk fronting 326 feet along the east side of the San Antonio River and approximately 115 feet along the south side of Travis Street, and further to construct and maintain a certain stairway at the southeast corner of the Travis Street Bridge across the San Antonio River, said easement having been executed July 6th, 1940.

2. Said easement is hereby accepted in behalf of the City of San Antonio.

3. PASSED AND APPROVED this 10th day of July, A. D. 1940.

C. Ray Davis  
Mayor Pro Tem.

ATTEST: E. L. Fries  
Ass't. City Clerk.

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Mayor Pro Tem Davis introduced the following ordinance, which was read, passed and approved by the following vote on roll call, to-wit: Ayes, Davis, Steffler and Lipscomb. Nays, Maverick and Hein, absent.

MR-317 AN ORDINANCE (2116)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE LEASE BETWEEN THE CITY OF SAN ANTONIO AND THE UNITED STATES OF AMERICA FOR OFFICE AND STORAGE SPACE FOR USE BY THE WEATHER BUREAU OF THE UNITED STATES AT STINSON FIELD AIRPORT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the Mayor be and he is hereby authorized to execute lease between the City of San Antonio and the United States of America on Rooms No. 2 and 6, containing approximately 329 square feet of office space, on the second floor of the Administration Building at Stinson Field Airport, and roof space for inflation shelter, platform and instrumental exposure; and steel outbuilding for radios<sup>and</sup> work, to be used for office and storage purposes also by the Weather Bureau of the Department of Agriculture of the United States of America, for the term beginning July 1, 1940 and ending June 30, 1941, for an annual rental of \$360.00, payable at the end of each quarter.

2. PASSED AND APPROVED this 10th day of July, A. D. 1940.

C. Ray Davis  
Mayor Pro Tem.

ATTEST: E. L. Fries  
Ass't. City Clerk.

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Mayor Pro Tem Davis introduced the following ordinance, which was read, passed and approved by the following vote on roll call, to-wit: Ayes, Davis, Steffler and Lipscomb. Nays, Maverick

Hein, absent.

77 R-318

AN ORDINANCE (2117)

AUTHORIZING THE MAYOR TO EXECUTE RENTAL PURCHASE CONTRACT WITH BURROUGHS ADDING MACHINE COMPANY.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the Mayor be and he is hereby authorized to execute rental purchase agreement with Burroughs Adding Machine Company, for the rental and/or purchase of 1 Style 9 10 54 desk model adding machine, electrically operated and equipped with wide carriage, variable line spacer, bold face type, at a rental of \$70.00 per month, in advance, for a period of 2 months, and thereafter at the same rental terms so long as desired; it being agreed and understood that Lessor, Burroughs Adding Machine Company will credit the full amount paid under such contract and deliver a receipted bill of sale of the equipment to the City of San Antonio if and when there shall have been paid in continuous monthly payments the full sum of \$254.24, which sum includes interest at the rate of 6% per annum, amounting to \$3.14.

2. PASSED AND APPROVED this 10th day of July, A. D. 1940.

C. Ray Davis  
Mayor Pro Tem.

ATTEST: E. L. Fries  
Ass't. City Clerk.

- - -

Mayor Pro Tem Davis introduced the following ordinance, which was read, passed and approved by the following vote on roll call, to-wit: Ayes, Davis, Steffler and Lipscomb. Nays, Maverick and Hein, absent.

77 R-318

AN ORDINANCE (2118)

AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MRS. EMMA KOEHLER, PROVIDING FOR A PORTION OF OTTO <sup>K</sup>NOEHLER PARK TO BE USED AS PART OF THE ZOOLOGICAL AREA, PROVIDING FOR CERTAIN IMPROVEMENTS TO BE ERECTED AND MAINTAINED BY THE CITY IN OTTO KOEHLER PARK AND A PORTION OF CITY PROPERTY ADJACENT THERETO, IN CONSIDERATION FOR WHICH AND SO LONG AS THE SAME IS MAINTAINED, THE SAID MRS. EMMA KOEHLER WAIVES RESTRICTIONS APPLICABLE TO SAID PORTION OF OTTO KOEHLER PARK IN SAID ZOOLOGICAL AREA, AND CONTAINING OTHER TERMS AND PROVISIONS RELATING TO SAID SUBJECT MATTER.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That WHEREAS the duly authorized officers of the City of San Antonio have negotiated a contract with Mrs. Emma Koehler, a feme sole of Bexar County, Texas, relating to the use of a portion of Otto Koehler Park as part of the Zoological Area in consideration of certain improvements to be constructed and maintained by the City of San Antonio in the Otto Koehler Park and in a certain portion of City property adjacent thereto; and

2. WHEREAS, said contract has been reduced to writing and the same has been presented to this meeting of the Commissioners of the City of San Antonio, and the Commissioners present in said meeting are familiar with the contents of said written contract, and said contract will be copied in the official minutes of the City of San Antonio immediately following the minutes of this meeting of the Commissioners;

3. It is now therefore ordained by the Commissioners of the City of San Antonio that the Mayor of the City of San Antonio, be and he is hereby authorized to execute and deliver said contract on behalf of and as the contract of the City of San Antonio, and the City Clerk is hereby authorized to impress the seal of the City of San Antonio, duly attested, on said contract.

4. PASSED AND APPROVED this 10th day of July, A. D. 1940.

C. Ray Davis  
Mayor Pro Tem.

ATTEST: E. L. Fries  
Ass't. City Clerk.

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STATE OF TEXAS,  
COUNTY OF BEXAR.

WHEREAS, by deed dated December 24, 1915, of record in Volume 471, pages 416, 418, deed records of Bexar County, Texas, and by correction and confirmation deed dated July 5, 1916, or record in volume 489, pages 582, 585, deed records of Bexar County, Texas, Mrs. Emma Koehler, a feme sole, conveyed unto the City of San Antonio, a municipal corporation situated in Bexar County, Texas, for the uses and purposes and subject to the reservations and conditions stated in said deeds, and particularly as stated in said deed of July 5, 1916, that certain real estate situated in the City of San Antonio, Bexar County, Texas, described as follows:

Near the head of the San Antonio River, then known as the Ilka Nurseries or Madarasz property, consisting of Lot No. Eight (8) of 3.33 acres, Lot No. Nine (9) of 2.75 acres, and Lot No. Ten (10) of 4.85 acres, according to a subdivision of what was known as the Tannery Property near the head of the San Antonio River, surveyed by the City of San Antonio, according to plat recorded in volume 2, page 495, records of Bexar County, Texas,

which said real estate is more specifically described in said deeds, reference being here made to said deeds and to the respective records thereof for all purposes; said tract of land as above described being hereafter referred to as "Otto Koehler Park"; and

WHEREAS said deed of July 5, 1916, provides that said property shall forever be used for the purposes of a public park and shall ever thereafter be known and called "OTTO KOEHLER PARK", and said deed contains other restrictions and covenants as to the use of said land and provides that if any of the conditions named in said deed shall be broken at any time, then, if not repaired upon complaint as provided in said deed, the title to said premises shall at once pass from the said City of San Antonio and become reinvested in said Mrs. Emma Koehler or her heirs or devisees, as provided in said deed; and

WHEREAS it is the desire of the City of San Antonio to designate and set aside a certain area which will be comprised of a part of city property and a part of Otto Koehler Park, said area to be known as the "Zoological Area," which area is to be under the management of the San Antonio Zoological Society, Inc., who will maintain therein a zoo and make admission charges to said zoo; and

WHEREAS, the portion of Otto Koehler Park to be included in said Zoological Area is all that portion of said Otto Koehler Park which lies west of the following line, as recently surveyed by the City Engineer's Office of said City of San Antonio:

Beginning at a point in the north boundary line of said Otto Koehler Park, which said beginning point is situated N 65° 00' W, 187.97 feet from the point where the said north boundary line of said Otto Koehler Park touches the west bank of the San Antonio River, and which beginning point is situated S 65° 00' E, 65.0 feet from the northwest corner of said Otto Koehler Park;

Thence S 54° 38' W, 301.2 feet to a stake;

Thence S 57° 53' W, 25.0 feet to a stake;

Thence S 58° 53' W, 25.0 feet to a stake;

Thence S 60° 59' W, 25.0 feet to a stake;

Thence S 63° 59' W, 115.2 feet to a stake in the west boundary

line of said Otto Koehler Park;

which said portion of said Otto Koehler Park lying west of said line is hereinafter referred to as the "Zoological Portion of Otto Koehler Park," or the "Zoo Portion of Otto Koehler Park"; and

WHEREAS, as part of the consideration for the use by the City of San Antonio or its assigns, lessees or licensees of the above defined Zoo Portion of Otto Koehler Park, as hereinafter more specifically set forth, the City of San Antonio is willing to maintain and keep open for the benefit of Otto Koehler Park (as hereinafter more specifically set forth) that portion of city property as recently surveyed by the City Engineer's Office of the City of San Antonio and described as follows:

Beginning at the point where the north boundary line of said Otto Koehler Park touches the West bank of the San Antonio River;

Thence proceeding up the San Antonio River, following approximately the west and north line or bank thereof, as follows:

N 2° 15' E, 47.38 feet;

Thence N 10° 45' E, 39.24 feet;

Thence N 19° 30' E, 148.83 feet;

Thence N 77° 12' E, 63.45 feet;

Thence N 63° 44' E, 110.80 feet;

Thence S 86° 20' E, 40.13 feet;

Thence, leaving the San Antonio River, N 12° 13' W, 95.32 feet to a stake;

Thence S 75° 07' W, 116.0 feet to a stake;

Thence S 73° 47' W, 25.0 feet to a stake;

Thence S 68° 47' W, 25.0 feet to a stake;

Thence S 63° 27' W, 25.0 feet to a stake;

Thence S 56° 27' W, 25.0 feet to a stake;

Thence S 40° 07' W, 25.0 feet to a stake;

Thence S 33° 07' W, 25.0 feet to a stake;

Thence S 30° 07' W, 25.0 feet to a stake;

Thence S 28° 08' W, 25.0 feet to a stake;

Thence S 24° 18' W, 25.0 feet to a stake;

Thence S 27° 18' W, 25.0 feet to a stake;

Thence S 33° 18' W, 25.0 feet to a stake;

Thence S 41° 28' W, 25.0 feet to a stake;

Thence S 50° 28' W, 25.0 feet to a stake;

Thence S 60° 38' W, 25.0 feet to a stake;

Thence S 73° 38' W, 25.0 feet to a stake;

Thence S 54° 38' W, 45.0 feet to a stake in the north boundary line of Otto Koehler Park, said point being the beginning point of the line hereinabove described as the east boundary line of the above defined Zoo Portion of Otto Koehler Park;

Thence S 65° 00' E, 187.97 feet to the place of beginning,

which said area is hereinafter referred to (for the purpose of this contract and agreement only) as "Otto Koehler Park Extension"; and

WHEREAS, the said Mrs. Emma Koehler and the City of San Antonio desire to enter

into a contract and agreement pertaining to the aforesaid matters and the matters hereinafter set forth;

NOW, THEREFORE, this contract and agreement made and entered into by and between Mrs. Emma Koehler, a feme sole, of San Antonio, Bexar County, Texas, and the City of San Antonio, a municipal corporation, hereinafter sometimes referred to as the City, acting by and through its duly elected and qualified Mayor and by ordinance duly passed and enacted by the Commissioners of the City of San Antonio, WITNESSETH:-

(1) The City hereby undertakes, agrees and obligates itself to said Mrs. Emma Koehler that the said City will do and cause to be done, at the expense of the City, without any cost or expense to said Mrs. Emma Koehler and without the attachment or the possibility of any lien against any portion of the real estate comprising Otto Koehler Park or against any of the improvements to be constructed thereon, each and every the following:

(a) All birds and animals, together with their cages, quarters and facilities, now in the portion of Otto Koehler Park outside of said Zoological Area will be moved by the City into the said Zoological Area; and the City shall not in the future maintain any birds or animals or their cages, quarters or facilities in said Otto Koehler Park except in the Zoo Portion of Otto Koehler Park;

(b) The City agrees not to build or to permit to be built any fence or other obstruction between Otto Koehler Park and the above defined Otto Koehler Park Extension, but to keep and maintain said Otto Koehler Park Extension open as a park and to all appearances as though it were a portion or extension of Otto Koehler Park, and to construct, erect and maintain a suitable wire fence along or approximately along the entire northwest boundary line of said Otto Koehler Park Extension as above given by surveyor's calls, said fence to deviate from said calls so as to eliminate sharp corners from said fence. It is understood that the City is not conveying said Otto Koehler Park Extension to Mrs. Emma Koehler, and is not giving Mrs. Emma Koehler any right or forfeiture to said Otto Koehler Park Extension or any portion thereof; the agreement of the City being that, so long as it or its assigns, lessees, or licensees use or permit to be used the above defined Zoo Portion of Otto Koehler Park under and by virtue of this contract and agreement to any extent, the City will at the same time keep and maintain the above defined Otto Koehler Park Extension open and available as a public park for the uses and to all appearances as though it were a portion or an extension of said Otto Koehler Park.

(c) The City agrees that it will construct, erect and maintain at the north entrance of Otto Koehler Park, (said north entrance being defined for the purpose of this contract and agreement as the most easterly or northeasterly boundary line of said Otto Koehler Park Extension as hereinabove described) and will likewise construct, erect and maintain at the south entrance of Otto Koehler Park (said south entrance being defined for the purposes of this contract and agreement as the point where the present North St. Mary's Street meets the road now leading to Alpine Drive, which point is on a line approximately S 60° 00' W of the most southwestern point of the above defined Zoo Portion of Otto Koehler Park, and is approximately four hundred fifty feet (450') from said southwest point of the Zoo Portion of Otto Koehler Park), substantial and permanent columns constructed of stone, masonry, concrete, or some other permanent material on permanent foundations, according to and in compliance with the sketch marked "Exhibit A", which is attached hereto and made a part hereof. Two of these columns shall be constructed, erected and maintained at the above defined north entrance of Otto Koehler Park and two at the above defined south entrance of Otto Koehler Park. The columns of each pair shall be exactly opposite each other on opposite sides of the sixteen (16')

foot paved walkway or boulevard hereinafter referred to. Each column shall be approximately four feet (4') thick at its base and taper up to a suitable height of not less than ten feet (10'), shall be symmetrically designed, and shall be equipped with all necessary electric lighting fixtures which shall be illuminated during all night hours when the park is open to the public. Suitable bronze plates bearing the inscription "KOEHLER PARK" in letters large and plain enough to be visible and readable by persons entering said park shall be set by the City into the masonry of each column so as to face toward the outside of the park at both entrances, said plates to bear, below the words "OTTO KOEHLER PARK" the following: "Dedicated to the use of the public December 24, 1915, by Mrs. Emma Koehler". The City reserves the right to erect at or near said columns suitable signs indicating the direction of the San Antonio Zoological Gardens, provided, however, that such signs shall not be attached to nor be a fixture of nor obscure said columns in any way, and such signs shall be constructed of metal or other permanent material in keeping with the artistic design of said columns and the surroundings. The north and south entrances to Otto Koehler Park, as above designated, shall be kept open as the entrances to Otto Koehler Park.

(d) The City will construct, pave and maintain a walkway or boulevard sixteen feet (16') wide extending all the way from the above defined north entrance of Otto Koehler Park to the above defined south entrance of Otto Koehler Park. Said walkway or boulevard will be paved with asphalt, concrete, or other permanent paving material, upon adequate base or foundation;

(e) The City may, by a suitable wire fence, fence off the above defined Zoo Portion of Otto Koehler Park from the remainder of Otto Koehler Park, but the City shall construct, erect and maintain, at a point approximately at the middle of the above described boundary line between the said Zoo Portion of Otto Koehler Park and the remainder of Otto Koehler Park, an entrance to said Zoological Area, for the entrance of the public into and the exit of the public from said Zoological Area at all times when said Zoological Area is open to the public, either free or upon the payment of admission charges.

2. All of the improvements and other construction work undertaken by the City by the foregoing paragraph (1) and sub-paragraphs (a) to (e), inclusive, shall be completed within six (6) months from and after the completion of the above mentioned fence. fencing off the Zoological Area from the remainder of Otto Koehler Park. If the cost of any of said improvements is borne in whole or in part by the San Antonio Zoological Society, Inc., or by W. P. A. Labor, the City hereby guarantees the due and workmanlike construction of said improvements within the time herein specified and guarantees that the same will be completed and paid for without any cost or expense to said Mrs. Emma Koehler and without the attachment or the possibility of attachment of any lien against any portion of the real estate comprising Otto Koehler Park or against any of the improvements to be constructed thereon.

(3) All of the improvements and other things undertaken or guaranteed by the City to be made and done by and under the foregoing paragraphs (1) and (2) and all sub-paragraphs of said paragraph (1) shall be maintained by the City in first class condition throughout all of the time that any of the above defined Zoo Portion of Otto Koehler Park is used in any manner or to any extent by the City or its assigns or licensees, as permitted by this contract.

(4) Mrs. Emma Koehler agrees that the above defined Zoo Portion of Otto Koehler Park may be used by the City or by the San Antonio Zoological Society, Inc., as a part of the said Zoological Area so long as all of the obligations of the City under this contract shall be faithfully carried out and performed, and that, so long as said Zoo Portion of Otto

Koehler Park is so used as part of said Zoological Area, admission fees may be charged for entrance thereto by the City, or by said San Antonio Zoological Society, Inc., or both.

(5) Mrs. Emma Koehler agrees that the use of the above defined Zoo Portion of Otto Koehler Park as permitted in the foregoing paragraph (4) hereof shall not be deemed a forfeiture under said deeds of December 24, 1915, and July 5, 1916, or either of them, so long as said City continues to comply with all obligations imposed upon or undertaken by the City or in this contract and agreement. Provided, however; If the City shall breach any provision of this contract and shall not have fully remedied, repaired and corrected said breach within thirty (30) days after written notice of such breach sent by registered mail to said City or to the Mayor or then acting Mayor thereof, then and in any such case, all rights, licenses and privileges granted to the City or its assigns, or licensees by this contract and agreement shall immediately cease, and Mrs. Emma Koehler shall thereafter at any time have all rights of forfeiture and all other rights under and by virtue of said deeds of December 24, 1915, and July 5, 1916, or either of them, to the same extent and in the same manner as if this contract and agreement had never been made. Failure on the part of said Mrs. Emma Koehler or her heirs or devisees to give notice of any breach of this contract and agreement by the City shall never operate nor be construed as a waiver of the right to later give notice of any other breach hereof which might have theretofore occurred or might thereafter occur.

(6) This contract and agreement, when signed by Mrs. Emma Koehler and by the Mayor of the City of San Antonio, pursuant to ordinance passed by the Commissioners of said City, shall take effect as of the date hereof, and shall be binding upon and shall inure for the benefit of said Mrs. Emma Koehler and her assigns, heirs, executors or administrators, and the City of San Antonio and its successors.

(7) This contract and agreement may be executed in multiple originals, and any signed copy hereof shall be deemed an original for all purposes.

(8) In testimony whereof Mrs. Emma Koehler has signed this contract and agreement, and the City of San Antonio has caused the same to be signed in its name by the Mayor and its corporate seal to be impressed hereon and attested by its City Clerk, this 1<sup>st</sup> day of July, 1940.

\_\_\_\_\_  
Mrs. Emma Koehler  
Mrs. Emma Koehler)

CITY OF SAN ANTONIO

By C. Ray Davis  
Mayor Pro Tem.

ATTEST: E. L. Fries  
Ass't. City Clerk.

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STATE OF TEXAS,  
COUNTY OF BEXAR.

Before me, the undersigned authority on this day personally appeared MRS. EMMA KOEHLER, a feme sole, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of July, A.D. 1940.

\_\_\_\_\_  
Notary Public, Bexar County, Texas.

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STATE OF TEXAS,  
COUNTY OF BEXAR.

Before me, the undersigned authority, on this day personally appeared C. RAY DAVIS, Mayor Pro Tem of the City of San Antonio,,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 and in the capacity therein stated as the act and deed of said City.

Given under my hand and seal of office this \_\_\_\_\_ day of July, A.D. 1940.

\_\_\_\_\_  
Notary Public, Bexar County, Texas.

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On motion duly sedoned and carried, the meeting adjourned.

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APPROVED

  
\_\_\_\_\_  
MAYOR PRO TEM.

ATTEST:

  
\_\_\_\_\_  
Assistant City Clerk.