

AN ORDINANCE

PROVIDING FOR AN INDENTURE IN REGARD TO DISPOSAL OF WATER FROM MITCHELL LAKE, TO BE EXECUTED, IN DUPLICATE, BETWEEN THE CITY OF SAN ANTONIO AND J. E. RABEL, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME ON BEHALF OF THE CITY OF SAN ANTONIO.

* * *

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

1. That the City of San Antonio enter into an agreement for the disposal of water from Mitchell Lake, with J. E. Rabel, more particularly set out in the agreement attached, and that the City Manager be authorized and directed to execute said agreement on behalf of the City, and when executed by J. E. Rabel that same be a lawful and binding contract.

2. WHEREAS, an emergency is apparent for the immediate preservation of health, good government and public safety that requires that the provision of the City Charter providing that ordinances shall not become effective until after ten days shall be suspended and that this ordinance become effective immediately upon its passage; IT IS SO ORDAINED.

3. PASSED AND APPROVED this 21st day of February, A.D. 1952.

MAYOR.

ATTEST:

City Clerk.

VOTE

Meeting of the City Council **FEB 21 1952**, 195

Resolution }
Ordinance } Motion by Member of Council

Approp. No. _____

Ord. No. 17257

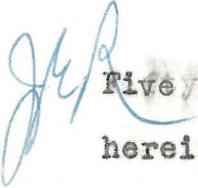
	Roll Call	Aye	Nay	Aye	Nay
A. C. WHITE Member of Council Pl. 1		✓			
RUBEN R. LOZANO Member of Council Pl. 2		✓			
ALVIN E. SCHMIDT Member of Council Pl. 3		✓			
HAROLD W. KELLER Member of Council Pl. 4		✓			
T. N. TUCKER Member of Council Pl. 5		✓			
G. M. ROPER Member of Council Pl. 6		✓			
MIKE A. CASSIDY Member of Council Pl. 7		X			
DR. NELSON GREEMAN Member of Council Pl. 8		✓			
SAM BELL STEVES Member of Council Pl. 9		✓			

STATE OF TEXAS |
COUNTY OF BEXAR |

KNOW ALL MEN BY THESE PRESENTS:

This indenture executed in duplicate by the City of San Antonio, hereinafter called Seller, a municipal corporation acting through its ^{Manager} City/, duly authorized, for itself, its successors and assigns, and by J. E. Rabel, hereinafter called Purchaser, for himself, his heirs and assigns, all of the County of Bexar and State of Texas for and in consideration of the mutual obligations, liabilities and promises of the contracting parties,

WITNESSETH



Seller for and in consideration of the sum of ~~One~~ ^{Seventy-five} Dollars (\$75.00) and the sums herein stipulated payable as herein provided, and the mutual covenants and conditions herein contained, does herein and hereby GRANT, SELL and CONVEY to Purchaser subject to and limited by all rights previously granted and conveyed by Seller in the Premises, all or any part of the water from Mitchell Lake for purposes of irrigating those certain tracts of land in Bexar County, Texas, to-wit:

First Tract

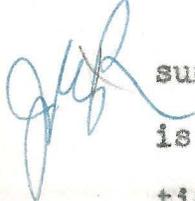
Two Hundred Thirteen and 97/100 (213.97) acres of land, more or less, part of Subdivisions 8 and 9 of a partition of the J. T. Evins Farm, in the Jose Antonio de la Garza Grant, situated between the San Antonio River and the Medina River about 12 miles southeast of the City of San Antonio, in Bexar County, Texas, according to the plat of said Subdivisions recorded in Volume 769, page 290, of the Deed Records of said County, said plat being attached to and made a part of a deed from Mrs. Phoebe McDermott et al dated April 11, 1924, and recorded in Volume 769, pages 288-90, of the Deed Records of said County, conveying said Subdivisions 8 and 9 to Ed. Goeth and R. A. Goeth, the title to said property being vested in John E. Rabel, M.D., and wife, Ida Rabel, by general warranty deed from R. A. Goeth and wife, Alma Goeth, dated March 15, 1943, and said property being more fully described in three separate tracts in said deed.

Second Tract

62.10 acres out of Subdivision Nos. 8 and 9 of the J. T. Evins Subdivision of a part of the Jose Antonio de la Garza Grant, in Bexar County, Texas, and for field notes BEGINNING at a point in the North line of Subdivision No. 8, which point is 1081 feet distant from the N.W. corner of said Subdivi-

sion No. 8; Thence S. 16° 30' W. with fence 824.03 feet to the Northwest corner of the 25.92 acres conveyed by Ed. Goeth to R. A. Goeth by deed dated July 30, 1931, recorded in Volume 1257, pages 474-5, of the Deed Records of Bexar County, Texas; Thence with fence and with North line of said 25.92 acres S. 72° 15' East in a straight line to San Antonio River; Thence up the West bank of the San Antonio River (water's edge) to the Northeast corner of the said Subdivision No. 9 of the said J. T. Evins Subdivision; Thence with the North lines of said Subdivisions 9 and 8 to the place of beginning; being all of the 88.02 acres partitioned by R. A. Goeth to Ed. Goeth by deed dated October 25, 1929, recorded in Volume 1153, pages 123-25, of the Deed Records of Bexar County, Texas, EXCEPT the South 25.92 acres out of said 88.02 acres conveyed by Ed. Goeth to R. A. Goeth by deed dated July 30, 1931, recorded in Volume 1257, page 474, of the Deed Records of Bexar County, Texas.

and any land or tracts of land adjacent thereto which Purchaser may acquire by deed or lease during the term of this Contract for a period of five (5) years beginning as of this date, and continuing until the same day and month of the year 1957, with an option to renew this Contract for a period of five years subject to the following terms and conditions, to-wit:

 1. Purchaser agrees to pay to Seller for said water the sum of ^{10.00} ~~\$175.00~~ upon the signing of this indenture, the receipt of which is hereby acknowledged. As and when the first water is used for irrigation, Purchaser agrees to pay to Seller the sum of seventy-five cents (75¢) for each acre foot of water used or \$2.50 per million gallons of water used payable in advance. All payments to be made to the License and Dues Collector in the City Hall at San Antonio, Texas.

2. Purchaser shall have and is herein and hereby given the right to take and receive water from Mitchell Lake at such times and in such amounts as Purchaser may see fit and deem proper, so long as there is an adequate amount of water in the lake.

3. Seller reserves the right to change its method of operation and treatment of sewage at any time. Purchaser is hereby accorded the right to install the necessary equipment and pipes for distribution of the water taken, said equipment and pipes to remain the property of Purchaser, it being understood that all installations made by Purchaser shall meet with the approval of the Seller.

4. The amount of water taken by Purchaser shall be computed from the number of acres irrigated. For purposes of computation, it shall be assumed that one-third (1/3) of an acre foot of water will

be used for irrigating each acre at any one time. Seller reserves the right to change this method of computation and require the Purchaser to install at Purchaser's expense accurate flumes or metering devices.

5. For the purpose of computation of the number of acre feet used, Purchaser will furnish Seller a map of the area to be irrigated. Said map shall show the property divided into sections which can conveniently be irrigated at any one time, the number of acres in each section being clearly indicated.

6. Purchaser is expressly given the right of ingress and egress to the property of the Seller, for any and all purposes in connection with the irrigation of the land covered by this agreement, and Seller shall have the right of ingress and egress to Purchaser's property for purposes of inspection as to quantify of water used and for what purposes it is used.

7. Water received by Purchaser under the terms of this indenture shall at all times be used by the Purchaser in accordance with all State Laws and State and County Health Board regulations, it being expressly understood that such water shall not be used for the irrigation of vegetables, berries and mellons.

8. Purchaser agrees to hold Seller free and clear from any and all liabilities for damages that may arise as a result of claims or suits arising, alleging pollution as a result of any water taken and received by Purchaser under this ^{permit} indenture. This permit shall never mature into a vested right which would require compensation to Purchaser in case a governmental power of the City which would require a change in the present method of sewage disposal which would deprive Purchaser of the water.

IN WITNESS WHEREOF said City of San Antonio has lawfully caused these presents to be executed by the hand of C. A. Harrell, ^{Manager} City/ of the City of San Antonio and the corporate seal of the City of San Antonio to be affixed and this instrument is attested by the City Clerk, and the said J. E. Rabel does now file, execute and deliver this instrument as the contract and agreement made between both parties.

ATTEST:

Frank Gallagh
City Clerk

CITY OF SAN ANTONIO

By

C. A. Harrell
C. A. HARRELL, City Manager
SELLER.

John E. Rabel
J. E. Rabel, Purchaser.

FEB 21 1952 17257

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ANTONIO.

PASSED AND APPROVED	
Council Meeting	FEB 21 1952 19
	City Clerk
RECORDED	
Minute Book	2 Page 161
Ordinance Book	X Page 401

58-59

Office of

The City Manager

San Antonio 5, Texas

February 20, 1952

17257



C. A. HARRELL
CITY MANAGER

Honorable Mayor and Members of Council
City of San Antonio, Texas

Gentlemen:

The City Manager has received the following letter from
the City Attorney's Office:

"The attached ordinances and contracts were made
at the request of Mr. Dickson, Director of Public
Works, on January 29, for the sale of water from
Mitchell Lake.

Mr. Dickson received a request on the matter from
Mr. Wells, Superintendent of the Sewage Treatment
Plant, and both Doctors Rabel and Ladd have
examined a preliminary draft of this contract and
approve the same. The contracts themselves are
self-explanatory."

The Council might wish to particularly note Section 2 of
the contracts which provides that the water may be used
". . . so long as there is an adequate amount of water in
the lake." The City Engineer will determine whether or
not there is sufficient water.

Paragraph 7 of the contracts provides that this water
shall be used in accordance with all State and County
Health regulations and, further, that such water shall
not be used for the irrigation of vegetables, berries,
and melons.

C. A. Harrell

It is the recommendation of the City Manager that Council
pass the ordinances authorizing the City Manager to
enter into these contracts for the City of San Antonio.

Yours very sincerely,

C. A. Harrell
C. A. Harrell
City Manager