

APPRO. NO. 893

AN ORDINANCE 13,391

APPROPRIATING \$10.73 OUT OF THE CITY OF SAN ANTONIO
RODENT CONTROL TRUST ACCOUNT PAYABLE TO SOUTHERN
EXPRESS, INC., FOR DELIVERY OF CHEMICALS.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$10.73 be, and the same is hereby appropriated out of the City of San Antonio Rodent Control Trust Account payable to Southern Express, Inc., for freight charges on delivery of two 55 gallon drums of Xylol, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 20th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 894

AN ORDINANCE 13,392

APPROPRIATING \$950.00 OUT OF PARK REVENUE BOND
1945 FUND TO PAY PAYROLL FOR WILLOW SPRINGS
GOLF COURSE

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$950.00 be, and the same is hereby appropriated out of the Park Revenue Bond 1945 Fund to pay payroll for Willow Springs Golf Course for period ending November 15, 1950, in the amount of

\$ 950.00

PASSED AND APPROVED on the 20th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 895

AN ORDINANCE 13,393

APPROPRIATING \$49,184.21 out of 1950 GENERAL FUND,
PROCEEDS OF NOTES ACCOUNT TO PAY PER DIEM PAYROLLS.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO,

the sum of \$49,184.21 be and the same is hereby appropriated out of the 1950 out of the 1950 General Fund, Proceeds of Notes Account to pay per diem payrolls for period ending November 15, 1950, as follows:

PUBLIC AFFAIRS IN GENERAL	\$ 2,336.28
TAXATION DEPARTMENT	234.00
PARKS, SANITATION * PUBLIC PROPERTY	31,952.16
STREETS & PUBLIC IMPROVEMENTS	13,814.22
POLICE & FIRE DEPARTMENTS	847.55
	<hr/>
	\$ 49,184.21

PASSED AND APPROVED on the 20th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 896

AN ORDINANCE 13,394

APPROPRIATING \$3,012.92 OUT OF THE ADVERTISING FUND
TO CLAUDE ANIOL AND ASSOCIATES FOR ADVERTISING.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$3,012.92 be, and the same is hereby appropriated out of the Advertising Fund payable to Claude Aniol and Associates for 1/2 page ad in December 1950 National Geographic Magazine and 25,000 general rack folders printed by Paul Anderson, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 20th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 896-A

AN ORDINANCE 13,395

APPROPRIATING THE SUM OF \$153.00 OUT OF THE 1950 GENERAL FUND, AUDIT, IN PAYMENT TO HOWARD & POPE, ACCOUNTANTS, OF INTERIM BILLING NO. 1 ON AUDIT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$153.00 be, and the same is hereby appropriated out of the 1950 General Fund-Audit, in payment to Howard & Pope, Accountants, of Interim Billing No. 1, on Audit of the departments of the City of San Antonio for the year 1948, as per contract between the City of San Antonio and Howard & Pope, as per itemized statement on file in the office of the City Auditor.

PASSED AND ~~APPROVED~~ on the 20th day of November, 1950.

ATTEST:

City Clerk

M A Y O R

The above Ordinance was not immediately signed by the Mayor.

The above Ord. is in force and effect through operation of Paragraph 1, Sec. 26, of the Charter of the City of San Antonio

AN ORDINANCE 13,396

ACCEPTING THE ATTACHED BID OF GEORGE FASIG, 102 EAST JONES AVE., SAN ANTONIO, TEXAS, FOR ONE WRECKED MOTORCYCLE OFFERED FOR SALE BY THE CITY OF SAN ANTONIO POLICE DEPARTMENT AND THAT THE SUM OF \$125.00 RECEIVED FOR SAID SALE BE DEPOSITED TO THE CREDIT OF THE 1950-51 GENERAL FUND, POLICE DEPARTMENT, MOTORCYCLE SALES FUND.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the attached bid of George Fasig, 102 East Jones Avenue San Antonio, Texas, be, and is hereby accepted, in the amount of \$125.00, for one wrecked motorcycle offered for sale by the City of San Antonio, Police Department described as follows:

HARLEY-DAVIDSON SOLO MOTORCYCLE #100 - 1949

MOTOR #49FL9-9206 - LICENSE #XY - 411

that the sum of \$125.00 received for said sale be deposited to the credit of 1950-51 General Fund, Police Department, special Fund "Motorcycle Equipment Sales Fund" Z-3

That the said original bid is on file in the office of the City Auditor.

PASSED AND APPROVED on the 20th day of November, 1950.

ATTEST:

J. Frank Gallagher,
City Clerk

A. C. White,

M A Y O R

APPRO. NO. 897

AN ORDINANCE 13,397

APPROPRIATING \$176,851.47 OUT OF 1950 GENERAL FUND, PROCEEDS OF NOTES ACCOUNT TO PAY REGULAR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$176,851.47 be and the same is hereby appropriated out of the 1950 General Fund, Proceeds of Notes Account to pay regular semi-monthly payroll for period ending November 30, 1950, as follows:

PUBLIC AFFAIRS IN GENERAL	\$ 30,295.99
TAXATION DEPARTMENT	9,425.00
PARKS, SANITATION & PUBLIC PROPERTY	18,186.75
STREETS & PUBLIC IMPROVEMENTS	16,503.00
POLICE & FIRE DEPARTMENTS	102,440.73
TOTAL	<u>\$176,851.47</u>

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:

J. Frank Gallagher,
City Clerk

A. C. White,

Mayor.

APPRO. NO. 898

AN ORDINANCE 13,398

APPROPRIATING \$60,000.00 OUT OF THE ROBERT B. GREEN MEMORIAL HOSPITAL FUND PAYABLE TO CITY OF SAN ANTONIO, BEXAR COUNTY HOSPITAL SYSTEM FOR OPERATING EXPENSES FOR THE MONTHS OF OCTOBER & NOVEMBER, 1950.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$60,000.0 be, and the same is hereby appropriated out of the Robert B. Green Memorial Hospital Fund, payable to City of San Antonio, Bexar County Hospital System for operating expenses for the months of October & November, 1950.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. white,
M A Y O R

APPRO. NO. 899

AN ORDINANCE 13,399

APPROPRIATING \$12,444.05 OUT OF THE 1950 GENERAL FUND PROCEEDS OF NOTES-VARIOUS DEPARTMENTS TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$12,444.05 be, and the same is hereby appropriated out of the 1950 General Fund-Proceeds of Notes-Various Departments to pay for materials, equipment, supplies and miscellaneous expenditures, payable to the person, persons, or firms, as per approved purchase orders on file in the City Auditor's office, out of the following departments:

PUBLIC AFFAIRS IN GENERAL	\$ 2,427.96
DEPARTMENT OF TAXATION	49.34
DEP't OF SANITATION, PARKS, & PUBLIC PROPERTY	3,175.11
DEP't OF STREETS & PUBLIC PROPERTY	891.40
DEPARTMENT OF FIRE & POLICE	2,221.62
STOREROOM	3,672.12
CITY EMPLOYEES BENEFIT ASS'N	6.50
	<u>\$12,444.05</u>

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A C White,
MAYOR

APPRO. NO. 900

AN ORDINANCE 13,400

APPROPRIATING \$250.00 OUT OF THE 1950 GENERAL FUND PROCEEDS OF NOTES SPECIAL COUNSEL PAYABLE TO TRUEHEART, McMILLAN, & RUSSELL FOR SERVICES RENDERED.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$250.00 be, and the same is hereby appropriated out of the 1950 General Fund-Proceeds of Notes-Special Counsel, payable to Trueheart, M Millan & Russell for services rendered in preparing and checking ordinances and notes and other papers in connection with depository and loan contract with National Bank of Commerce for the year 1950, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. white,
Mayor.

APPRO. NO. 901

AN ORDINANCE 13,401

APPROPRIATING \$2,000.00 OUT OF THE 1950 GENERAL FUND GARBAGE & SANITATION DEPARTMENT TO PAY MCKENZIE CONSTRUCTION COMPANY THE FINAL PAYMENT OF RENTAL CONTRACT WITH OPTION TO PURCHASE BUCYRUS-ERIE DRAGLINE MODEL 34-B SERIAL #12175

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$2,000.00 be and the same is hereby appropriated out of the 1950 General Fund Garbage & Sanitation department to pay McKenzie Construction Company 345 E. Mitchell St., San Antonio, Texas, the final payment on rental contract with option to purchase one Bucyrus Erie Dragline Model 34-b. Serial #12175.

PASSED AND APPROVED on the 24th day November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
Mayor.

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APPRO. NO. 902

AN ORDINANCE 13,402

TRANSFERRING \$10.00 FROM STINSON HOMES SECURITY FUND TO 1950 GENERAL FUND-TAXES, LICENSES, FINES ETC., ACCOUNT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$10.00 be, and the same is hereby ordered transferred from Stinson Homes Security Fund to 1950 General Fund-Taxes, Licenses, Fines, Etc., Account being the Security Deposit paid by Allen M. Russell, Bldg., 70, Apt. A-516 Damon St., Stinson Homes, Receipt No. S 14653; to be applied to rent as per letter on file in the City Auditor's office.

TRANSFER FROM:

STINSON HOMES SECURITY FUND \$ 10.00

TRANSFER TO:

1950 GENERAL FUND-TAXES, LICENSES, FINES, ETC., ACCOUNT \$10.00

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

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APPRO. NO. 903

AN ORDINANCE 13,403

Appropriating \$50.00 OUT OF THE STINSON HOMES SECURITY FUND, PAYABLE TO VARIOUS PERSONS AS REIMBURSEMENT ON SECURITY DEPOSITS.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$50.00 be, and the same is hereby appropriated out of the Stinson Homes Security Fund, payable to various persons as reimbursement on security deposits as per statements of authorization on file in the City Auditor's office, as follows:

Norman L Heinz	Rec. No. S-4796	\$ 10.00
Kenneth E. Long	Rec. No. S-14037	10.00
Jiles M. Dunn	Rec. No. S-14130	10.00
Jack V. Gates	Rec. No. S-14628	10.00
Sammy H. Young	Rec. No. S-14721	10.00
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		\$ 50.00

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 904

AN ORDINANCE 13,404

APPROPRIATING THE SUM OF \$231.99 OUT OF THE 1950 GENERAL FUND PROCEEDS & NOTES, DEPARTMENT, COVERING EXPENSES ON TRIPS TO VARIOUS CITIES BY VARIOUS POLICE OFFICERS OF THE SAN ANTONIO POLICE DEPARTMENT ON OFFICIAL BUSINESS DURING THE PERIOD FROM JULY 21st., 1950 TO NOVEMBER 16th., 1950. SAID CHECK TO BE MADE PAYABLE TO RAYMOND SOUTH, COMMISSIONER OF FIRE & POLICE.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the Sum of \$231.99 be, and the same is hereby appropriated out of the 1950 General Fund-Proceeds of Notes, Police Department, to cover expenses on trips to various cities by various Police Officers of the San Antonio Police Department during the period from July 21st., 1950 to November 16th., 1950 and that no part of same has been paid, heretfore, by the City of San Antonio.

That signed and approved affidavit with receipts of expenditures attached on file in the office of the City Auditor.

That check be made payable to Raymond South, Commissioners Fire & Police.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:

J. Frank Gallagher,
City Clerk

A. C. White,

M A Y O R

APPRO. NO. 905

AN ORDINANCE 13,405

APPROPRIATING \$25.00 OUT OF THE 1950 GENERAL FUND PROCEEDS OF NOTES, BUILDING INSPECTION, PAYABLE TO VARIOUS MEMBERS OF THE ZONING BOARD FOR SERVICES RENDERED DURING THE MONTH OF NOVEMBER, 1950.

BE IT ORDAINED BY THE COMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$25.00 be, and the same is hereby appropriated out of the 1950 General Fund-Proceeds of Notes-Building Inspection, payable as follows:

J. J. Biasiulli, Sr.	\$ 5.00
Henry A. Guerra	5.00
Henry Steinbomer	5.00
J. L. Tiner	5.00
Carl C. Wurzbach	5.00
	<u>5.00</u>
	\$ 25.00

for services rendered during the month of November, 1950.

ATTEST:

J. Frank Gallagher,
City Clerk

A. C. White,

M A Y O R

APPRO. NO. 906

AN ORDINANCE 13,406

APPROPRIATING NINETEEN DOLLARS (\$19.00) OUT OF THE 1950 GENERAL FUND PROCEEDS OF NOTES REFUNDS, PAYABYLE TO EDGAR VON SCHEELE, TEXAS QUALITY HOMES, 2013 WEST AVENUE, AS REFUND ON ACCOUNT OF DUPLICATE PAYMENT FOR BUILDING PERMIT #7131.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of nineteen dollars (\$19.00) be, and the same is hereby appropriated, out of the 1950 General Fund-Proceeds of Notes-Refunds, payable to Edgar von Scheele, Texas, Quality Homes, 2013 West Avenue, San Antonio, Texas, as refund for duplicate payment of building permit #7031.

That a petition with cancelled permit number 7031, with full explanation on fill in the office of the City Auditor.

PASSED AND APPROVED on the 24th day of November, A. D. 1950.

A. C. White,

M A Y O R

ATTEST:

J. Frank Gallagher, City Clerk

APPRO. NO. 907

AN ORDINANCE 13,407
APPROPRIATING \$75.0 OUT OF THE STREET & BRIDGE
A-49 FUND, TO PAY P.L. TSCHIRHART FOR SERVICES
RENDERED IN CONNECTION WITH APPRAISING PROPERTY
LOCATED IN NCB NO. 819, REQUIRED FOR FIFTH STREET
BRIDGE PROJECT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$75.00 be, and the same is appropriated hereby out of the Street and
Bridge A-49 Fund, to pay P.D. Tschirhart for services rendered in connection with appraising
property located in NCB No. 819, required for Fifth Street Bridge Project, in accordance
with approved statement on file in the City Auditor's Auditor's office dated October 25,
1950.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

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APPRO. NO. 908

AN ORDINANCE 13,408

APPROPRIATING \$185.33 OUT OF THE SANITARY SEWER
PLANT & SYSTEM A-47 FUND, TO PAY BEAVERS & LODAL,
CONSULTING ENGINEERS, DUE TO CONTRACT BEING IN
EXCESS OF ORIGINAL ESTIMATED CONSTRUCTION COST
OF NORTH SIDE SEWER MAIN, SECTION 1, 11 and 111

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$185.33, be and the same is appropriated hereby out of the Sanitary
Sewer Plant & System A-47 Fund, to pay Beavers & Lodal, Consulting Engineers due to
contract bid running in excess of original estimated construction cost of the North Side
Sewer Main, Sections 1, 11 and 111, as indicated in estimate approved by the City Engineer,
on file in the office of the City Auditor's office, and in accordance with contract on
file in the office of the City Clerk dated September 25, 1948.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White,
M A Y O R

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APPRO. NO. 909

AN ORDINANCE 13,409

REPEALING \$8,243.06 BEING THE UNUSED PORTION OF
APPROPRIATION NO. 100 DATED JUNE 24, 1948, FOR
\$48,840.00 OUT OF THE SANITARY SEWER PLANT &
SYSTEM A-47 FUND

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$8,243.06, being the unused portion of Appropriation No. 100, dated the
24th day of June, 1948, for \$48,840.00, payable to Beavers & Lodal, Consulting Engineers,
in connection with construction of the East Side Sewer Main, Sections 1, 11, 111 and 1V,
out of the Sanitary Sewer Plant & System A-47 Fund, be and the same is hereby repealed.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

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APPRO. NO. 910

AN ORDINANCE 13,410

APPROPRIATING \$4,488.65 OUT OF THE 1950 GENERAL
FUND, PROCEEDS OF NOTES, STREET MAINTENANCE, PAY-
ABLE TO WHITE'S UVALDE MINES FOR ASPHALT FOR THE
MONTH OF NOVEMBER, 1950.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$4,488.65, be and the same is hereby appropriated out of the 1950
General Fund-Proceeds of Notes-Street Maintenance, payable to White's Uvalde Mines for
Asphalt, as per Contract, for the month of November, 1950, as per approved Purchase Order
on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 911

AN ORDINANCE 13,411

APPROPRIATING \$2,247.50 OUT OF SANITARY SEWER
PLANT & SYSTEM A-47 FUND TO PAY REGULAR SEMI-
MONTHLY PAYROLL.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, That

the sum of \$2,247.50 be and the same is hereby appropriated out of the Sanitary
Sewer Plant & System A-47 Fund to pay regular semi-monthly payroll for period ending November
30, 1950, in the amount of \$ 2,247.50.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 912

AN ORDINANCE 13,412

APPROPRIATING \$2,240.00 OUT OF THE STREET &
BRIDGE A-49 FUND, TO PAY M.L. DIVER, CONSULTING
ENGINEER, FOR PROFESSIONAL SERVICES IN CONNECT-
ION WITH PROPOSED CONSTRUCTION OF THE FIFTH &
SEVENTH STREET BRIDGES OVER THE SAN ANTONIO
RIVER.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$2,240.00 be, and the same is appropriated hereby out of the Street
and Bridge A-49 Fund, to pay M. L. Diver, Consulting Engoneer, for professional services
in connection with proposed construction of the Fifth and Seventh Street Bridges over the
San Antonio River, in accordance with contract on file in the office of the City Clerk dated
October 26, 1950, and as per approved Engineer's estimate on file in the City Auditor's
office.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 913

AN ORDINANCE 13,413

APPROPRIATING \$1,189.49 OUT OF THE SANITARY
SEWER PLANT & SYSTEM A-47 FUND, TO PAY ENGINEERS
TESTING LABORATORY, INC., AND HOWARD STICH, IN
ACCORDANCE WITH CONTRACTS

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$1,189.49 be, and the same is appropriated hereby out of the Sanitary
Sewer Plant & System A-47 Fund, to pay Engineers Testing Laboratory, Inc., and Howard Stich,
in accordance with contracts on file in the office of the City Clerk, and as per approved
Engineer's estimates on file in the City Auditor's office:

ENGINEERS TESTING LABORATORY INC., 3313 Main Street Houston, Texas (Testing & Insepcting Pipe)	\$ 790.99
HOWARD STICH, 210 S. W Military Drive (Furnishing Equipment, with operators)	\$ 398.50
	<hr/> \$1189.40

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C White,
M A Y O R

APPRO. NO. 914

AN ORDINANCE 13,414

APPROPRIATING \$3,171.00 OUT OF THE 1950 GENERAL FUND, PROCEEDS OF NOTES, STREET MAINTENANCE, TO PAY ELMO DANIELS, J. E. INGRAM EQUIPMENT CO., R. E. LANHAM, H. W. LEWIS EQUIPMENT CO., KELLY CONSTRUCTION COMPANY, ROLAND SCHMIDT, AND TEXAS TEXTING LABORATORIES, IN ACCORDANCE WITH CONTRACTS.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$3,171.00, be and the same is appropriated hereby out of the 1950 General Fund Proceeds of Notes Street Maintenance, to pay Elmo Daniels, J. E. Ingram Equipment Co., R. E. Lanham, H. W. Lewis Equipment Co., Kelly Construction Company, Roland Schmidt and Texās Testing Laboratories, in accordance with contracts on file in the office of the City Clerk, and as per approved Engineer's estimates on file in the City Auditor's office:

ELMO DANIELS, 227 Lyric Drive (Rental Dump Trucks *& Water Wagon)	\$ 688.65
J. E. INGRAM EQUIPMENT CO., P.O. Box 2340 (1146 W. Laurel St.) (Furnishing Equipment, without operator)	123.75
R. E. LANHAM, P.O. BOX 157 Grayson St., Station (Constructing 670 L. F. Curbing)	670.00
H. W. LEWIS EQUIPMENT CO., 431 Hoefgen Avenue(P.O.Box 500) (Furnishing Equipment, without)	300.00
KELLY CONSTRUCTION COMPANY 2215 Belknap Place)Placing Coverstone on various Streets)	880.80
ROLAND SCHMIDT, 1020 West Lyron Avenue (Furnishing Gravel)	492.80
TEXAS TESTING LABORATORIES, P.O. Box 1102 (Testing Asphalt)	15.00
	\$3171.00

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 915

AN ORDINANCE 13,415

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT, MATERIALS AND SUPPLIES WITH AMERICAN PRINTERS - 120 VILLITA ST., SAN ANTONIO, TEXAS.

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with American Printers, 120 Villita St., San Antonio, Texas.
2. An Appropriation is made hereby in the amount of \$130.00 from the 1950 General Fund - Engineers Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract; upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.
3. This contract shall become effective upon adoption by the Board of Commissioners of the City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.
4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with officer or employee of The City of San Antonio; it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
5. Accepting the attached bid proposal and making contract with American Printers, to furnish the City of San Antonio Engineers with Fifty (50) books "Permit for Construction of Sidewalks and Receipt for Fees" for the sum of \$130.00 and appropriate said amount for payment of same out of 1950 General Fund- Engineers.

PASSED AND APPROVED this 24th day of November , A. D. 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. WHITE,
M A Y O R

APPRO. NO. 916

AN ORDINANCE 13,416

APPROPRIATING \$247.33 OUT OF THE SANITARY SEWER PLANT & SYSTEM A-47 FUND PAYABLE TO VARIOUS MERCHANTS FOR SUPPLIES.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$247.33 be, and the same is hereby appropriated out of the SANITARY SEWER PLANT AND SYSTEM A-47 FUND payable to various merchants listed below for supplies as per approved statements on file in the City Auditor's office, as follows:

Alamo Iron Works.....	\$ 88.20
The Southern Co.....	159.13
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	\$ 247.33

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 917

AN ORDINANCE 13,417

APPROPRIATING \$123.97 OUT OF THE STATE OR STATE AID HIGHWAYS BONDS A-49 FUND PAYABLE TO THE PERSONS OR FIRMS LISTED FOR MISCELLANEOUS SUPPLIES AND SERVICE.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$123.97 be, and the same is hereby appropriated out of the State or State Aid Highways Bonds A-49 Fund, payable to the persons or firms listed below for miscellaneous supplies and service, as per approved statements on file in the City Auditor's office, as follows:

Martin Bauml Plumbing Co.	\$ 42.02
Commercial Recorder	32.04
Travis Insurance Co.	<u>49.91</u>
	\$ 123.97

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 918

AN ORDINANCE 13,418

APPROPRIATING \$575.00 OUT OF THE STATE OR STATE AID HIGHWAYS BONDS A-49 FUND, TO PAY P. L. TSCHIRHART FOR SERVICES RENDERED IN CONNECTION WITH APPRAISING PROPERTIES REQUIRED FOR RIGHT-OF-WAY EASTERN EXTENSION BETWEEN ROOSEVELT AVENUE & SO. PRESA STREET, ALONG HICKS AVENUE (INTERREGIONAL HIGHWAY PROJECT)

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$575.00, be and the same is appropriated hereby out of the State or State Aid Highways Bonds A-49 Fund, to pay P. L. Tschirhart for services rendered in connection with appraising properties required for right-of-way Eastern Extension between Roosevelt Avenue and South Presa Street, along Hicks Avenue (Interregional Highway Project), in accordance with approved statement on file in the City Auditor's office dated November 20, 1950.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. WHITE,
M A Y O R

APPRO. NO. 919

AN ORDINANCE 13,419

APPROPRIATING \$79.50 OUT OF THE SALE OF
STREETS FUND PAYABLE TO COMMERCIAL ABSTRACT
& TITLE CO., FOR PREPARING TITLE RUNS ON
PROPERTY LOCATED IN THE CITY OF SAN ANTONIO .

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$79.50 be, and the same is hereby appropriated out of the Sale of
Streets Funds payable to Commercial Abstract & Title Co., to cover title run on Martha
J. Franklin property, being Lot 4, Block 9, NCB 2907, located in the City of San Antonio,
as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White
M A Y O R

APPRO. NO. 920

AN ORDINANCE 13,420

ACCEPTING PROPOSAL OF JUD PLUMBING
& HEATING CO. TO FURNISH ALL LABOR
AND MATERIAL TO INSTALL GAS LINE,
GAS BURNER AND CONTROLS TO BOILER,
AT THE MUNICIPAL AUDITORIUM;
AUTHORIZING THE MAYOR TO EXECUTE
CONTRACT; AND APPROPRIATING \$2584.00
OUT OF THE 1950 GENERAL FUND- AUDITORIUM,
IN PAYMENT FOR SAME.

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

1. That the proposal of Jud Plumbing & Heating Co., dated November 15, 1950, attached hereto and made a part hereof, to furnish all labor and material necessary to install 6" gas line approximately 240 feet, gas burner and controls to one boiler, at the Municipal Auditorium, for the sum of \$2584.00, be and the same is accepted hereby.
2. That all other bids are rejected hereby.
3. That the Mayor be and he is authorized hereby to execute contract with Jud Plumbing and Heating Co. for the above construction, to comply with the specifications prepared by the City of San Antonio, on the standard City form of Construction contract.
4. That \$2584.00 be and the same is appropriated hereby out of the 1950 General Fund- Auditorium, in payment to Jud Plumbing & Heating Co. for said construction and installation, upon acceptance of the said work by the City of San Antonio.
5. PASSED AND APPROVED this 24th day of November, A. D. 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 921

AN ORDINANCE 13,421

APPROPRIATING \$470.13 OUT OF THE PARK
REVENUE BOND- 1945 PAYABLE TO VARIOUS
MERCHANTS FOR SUPPLIES AND SERVICE.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$470.13 be, and the same is hereby appropriated out of the Park
Revenue Bond-1945 Fund payable to the various merchants listed below for supplies and
service as per approved statements on file in the City Auditor's Office as follows:

All Woods, Inc.....	\$ 25.90
W. R. Flato	24.00
Golden West Oil Co.....	5.60
George A. Hoffman Co.....	60.00
Johns-Manville	98.80
Monarch Refining Co.....	116.00
Sawtelle, McAllister & Gray	139.83
	\$ 470.13

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White
M A Y O R

APPRO. NO. 922

AN ORDINANCE 13,422

APPROPRIATING \$228.50 OUT OF THE ADVERTISING FUND, PAYABLE TO RIVER BOAT CO., FOR TRANSPORTATION ON SAN ANTONIO RIVER BOATS OF DELEGATES OF THE LEAGUE OF TEXAS MUNICIPALITIES.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$228.50, be and the same is hereby appropriated out of the Advertising Fund, payable to River Boat Company, 1422 Transit Tower, San Antonio, Texas, for Transportation on San Antonio River Boats of delegates of the League of Texas Municipalities, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk.

A. C. White
M A Y O R

APPRO. NO. 923

AN ORDINANCE 13,423

APPROPRIATING \$82.50 OUT OF THE ADVERTISING FUND, PAYABLE TO HAMILTON MAGRUDER, FOR ENTERTAINMENT OF THE LEAGUE OF TEXAS MUNICIPALITIES ON OCTOBER 23, 1950.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$82.50, be and the same is hereby appropriated out of the Advertising Fund, payable to Hamilton Magruder, for Entertainment of the League of Texas Municipalities at La Villita on October 23, 1950, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White
M A Y O R

APPRO. NO. 924

AN ORDINANCE 13,424

AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT WITH TEXAS & NEW ORLEANS RAILROAD COMPANY WHEREIN CITY OF SAN ANTONIO IS GRANTED AN EASEMENT FOR THE CONSTRUCTION OF A SANITARY SEWER AND APPROPRIATING ONE DOLLAR (\$1.00) OUT OF 1950 GENERAL FUND, SEWER MAINTENANCE, TO PAY RENTAL FOR THE FIRST YEAR.

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

1. That the Mayor be, and he is hereby authorized, to execute, on behalf of the City of San Antonio, an agreement with Texas & New Orleans Railroad Company, whereby said

Railroad Company conveys an easement to the City for the construction of an 8 inch sanitary sewer pipe, as described in proposed agreement. Copy of said agreement is attached hereto and hereby referred to and made a part hereof, for all purposes.

2. One (\$1.00) Dollar is hereby appropriated out of the 1950 General Fund, Sewer Main tenance, to pay to said Texas & New Orleans Railroad Company, the rental for the first year.

3. PASSED AND APPROVED this 24th day of November, A. D. 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White

M A Y O R

AN ORDINANCE 13,425

MAKING A CONTRACT WITH R. J. JEFFERDS FOR
THE PREPARATION AND SERVICING OF VOTING
MACHINES.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

1. That this ordinance makes and manifests a contract between the City of San Antonio and R. J. Jefferds, as an Independent contractor, both of the County of Bexar and State of Texas, WITNESSETH:

2. That the undersigned independent contractor agrees that he will prepare, adjust, service and repair an estimated one hundred (100), more or less, voting machines belonging to Bexar County, for use by the City of San Antonio at the City election on the 19th day of December, A. D. 1950, at the rate of \$4.00 per machine.

3. That on Election Day the contractor will have a sufficient number of competent mechanics stationed in the office of the City Clerk in the City Hall of the City of San Antonio to answer calls at the polls to keep the machines in operating condition.

4. PASSED AND APPROVED this 24th day of November, A. D. 1950.

5. This contract is accepted by the signature of R. J. Jefferds, Independent Contractor.

R. J. Jefferds, Ind. Contractor

11-24-- This Ordinance was not immediately signed by the Mayor.

11-27-- This Ordinance is in force and effect through operation of Paragraph 1, Sec. 26, of the Charter of the City of San Antonio.

J. Frank Gallagher
City Clerk

AN ORDINANCE 13,426

ACCEPTING PROPOSAL OF ALAMO SHEET METAL & ROOFING COMPANY FOR FURNISHING LABOR AND MATERIAL TO FLASH GABLE END ON ROOF ON NEW ADDITION TO SHOP BUILDING AT THE CITY MATERIAL YARD.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the proposal of Alamo Sheet Metal & Roofing Co., of 1722 West Martin Street, San Antonio, Texas, dated November 20, 1950, for furnishing labor and material to flash gable end on roof on new addition to Shop Building at the City Material Yard, attached hereto and made a part hereof, be and the same is accepted hereby; and that payment to the Contractor be made on estimate approved by the City Engineer.

PASSED AND APPROVED on the 24th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

AN ORDINANCE 13,427

ACCEPTING THE WORK OF A.M. MCNEEL, CONTRACTOR, FOR IMPROVEMENTS ON THE 3800 BLOCK OF W. MARTIN STREET AND THE 4200 BLOCK OF W. MARTIN STREET, AND AUTHORIZING THE MAYOR TO SIGN ASSESSMENT CERTIFICATES

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

1. WHEREAS, the City Engineer has heretofore executed his notice of acceptance of the work and improvement of West Martin Street, being the 3800 Block and the 4200 Block thereof, in accordance with contract between the City of San Antonio and A.M. McNeel, Contractor, dated March 3, 1950, said work and improvements are hereby accepted by the City of San Antonio in accordance with said contract.

2. The Mayor is hereby authorized to sign the assignable certificates for assessment for such improvements in the name of the City of San Antonio, in accordance with said contract of March 3, 1950, in accordance with the improvement ordinance and in accordance with the ordinance levying the special assessments for the cost of the improvements on the street aforesaid heretofore passed and approved by the Commissioners of the City of San Antonio.

3. PASSED AND APPROVED this the 24th day of November, A. D. 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

AN ORDINANCE 13,428

DIRECTING THE CITY ATTORNEY TO CONDEMN CERTAIN PROPERTY OF ELSIE PANCOAST NOBLE FOR PUBLIC PURPOSES.

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

1. That public necessity requires that the City of San Antonio appropriate certain private property for the use of the City of San Antonio for Urban Expressway and purposes incidental thereto and other public purposes authorized by law, at the places herein described; the property to be appropriated being situated in the County of Bexar, State of Texas, and described as follows:

Part of Lot One (1) NCB 6261, at the corner of Nogalitos & Cumberland Streets, San Antonio, Bexar County, Texas, described by metes and bounds as follows:

BEGINNING at the point of intersection of the northwest line of Nobalios St., and the south line of Cumberland Road, said point being the most easterly corner of Lot 1, N.C.B. 6261;

THENCE in a southwesterly direction along the northwest line of Nogalitos St., a distance of 57.0 feet to the point of intersection of the northwest line of Nogalitos St., and the right of way line of the San Antonio Urban Expressway;

THENCE in a northerly direction and with the right of way line of the San Antonio Urban Expressway a distance of 48.70 feet more or less, to the point of intersection of the

right of way line of the San Antonio Urban Expressway, and the south line of Cumberland Rd., said point being 30.00 feet along the south line of Cumberland Rd., from the northwest line of Nogalitos St.,

THENCE in an easterly direction along the south line of Cumberland Rd., a distance of 30.00 feet to the point or place of BEGINNING

3. Said property is owned and claimed by Elsie Pancoast Noble

4. A map of said property is filed herewith in the office of the City Cler of the City of San Antonio and made a part hereof for all purposes in adi of the description of said property.

5. Said property shall be condemned for the use of theCity for the purposes here- inabove expressed; and the City Attorney is directed to file the necessary proceedings for the condemnation thereof; all as provided by the Charter of the City of San Antonio.

6. PASSED AND APPROVED this 24th day of November, A. D. 1950

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

AN ORDINANCE 13,429

ACCEPTING BID OF JOSEPH MARSHALL, DOING BUSINESS AS JOS. MARSHALL WRECKING CO., TO PURCHASE CERTAIN IMPROVEMENTS ON POWELL STREET AND PRUITT AVENUT: AND MAKING BILL OF SALE THEREFOR.

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

1. That the bid of Joseph Marshall, doing business as Jos. Marshall Wrecking Co., dated November, 16, 1950, attached hereto and made a part hereof, to purchase improvements on City owned property on Powell Street and Pruitt Avenue, for the sum of \$3,674.00, be and the same is accepted hereby.

2. That all other bids on said property are hereby rejected.

3. That this ordinance makes and manifests a Bill of Sale from the City of San Antonio, a municipal corporation, to Joseph Marshall, doing business as Jos. Marshall Wrecking Co., as follows:

4. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting hereby by and through A. C. White, Mayor, who is duly authorized by this ordinance, for an in consideration of the sum of \$3,674.00 cash, receipt of which is acknowledged hereby;

5. Has bargained, sold and delivered, and does by these presents bargain, sell and deliver unto the said Joseph Marshall doing business as Jose. Marshall Wrecking Co., of Bexar County, Texas, the following described property, as is, to-wit:

House containing four rooms, bath, no garage, frame construction, composition roof, and also small house containing 2 small rooms, frame construction, tin roof, property fenced with picket fence, known as 207 Powell Street, on Lot 5, New City Block 6244, \$407.00

House containing 5 rooms, bath and garage, frame construction, composition roof, known as 627 Pruitt Avenue, on Lot 18, New City Block 3870.....\$3,267.00
TOTAL. \$3,674.00

All in San Antonio, Bexar County, Texas.

6. It is further agreed and understood that the grantee will remove said buildings from their present locations within fifteen days from the date of this instrument, and will leave the building sites in orderly, clean condition.

7. PASSED, APPROVED and EXECUTED, this 24th day of November, A. D. 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

CITY OF SAN ANTONIO
By A. C. White,
M A Y O R

AN ORDINANCE 13,430

ACCEPTING BID OF PETE HARRIS, TO PURCHASE CERTAIN IMPROVEMENTS ON FINTON STREET: AND MAKING BILL OF SALE THEREFOR.

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

1. That the bid of Eete Harris, of 106 Drury Lane, San Antonio, Texas, dated November 16, 1950, attached hereto and made a part hereof, to purchase improvements on City-owned property on Finton Street, for the sum of \$283.00, be and the same is accepted hereby.

2. That all other bids on said property are hereby rejected.

3. That this ordinance makes and manifests a Bill of Sale from the City of San Antonio, a municipal corporation, to Pete Harris, as follows:

4. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting hereby by and through A. C. White, Mayor, who is duly authorized by this ordinance, for and in consideration of the sum of \$283.00 cash, receipt of which is acknowledged hereby;

5. Has bargained, sold and delivered, and does by these presents bargain, sell and deliver unto the said Pete Harris, of Bexar County, Texas, the following described property, as is, to-wit:

House containing 5 rooms and bath downstairs, and bedroom and store room upstairs, no garage, stucco construction with shingle roof, known as 208 Finton Street, on Lots 7 and 8, New City Block 6250.....\$283 00

in San Antonio, Bexar County, Texas.

6. It is further agreed and understood that the grantee will remove said building from its present location within fifteen days from the date of this instrument, and will leave the building site in orderly, clean condition.

7 PASSED APPROVED AND EXECUTED, this 24th day of November, A. D. 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

CITY OF SAN ANTONIO
BY A. C. White,
MAYOR

- - -
AN ORDINANCE 13,431

MAKING AN AGREEMENT WITH PRODUCE MARKET BUILDING CORPORATION WHEREIN THE CITY OF SAN ANTONIO GRANTS AN EASEMENT FOR THE CONSTRUCTION OF A STORM SEWER OVER CITY PROPERTY, TO BE CONSTRUCTED BY H. B. ZACHRY COMPANY AND TO SERVE SAN ANTONIO PRODUCE TERMINAL

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

1. This ordinance makes and manifests a contract by and between Produce Market Building Corporation, a Texas Corporation, herein called "Corporation" and the City of San Antonio, herein called "City".

2. The City does hereby grant to Corporation an easement for the construction, maintenance and operation of a storm sewer over property belonging to City of San Antonio and described by metes and bounds as follows:

BEGINNING at a point on the north line of S. Laredo Street 685 feet in an easterly direction from the intersection of the east line of S. Zarzamora St., and the north line of S. Laredo Street for the southwest corner of the tract herein described;

THENCE in a northerly direction at right angle to the north line of S. Laredo Street 90 feet more or less, to a point on the south line of Apache Creek for the northwest corner of the tract herein described;

THENCE in an easterly direction with the south line of Apache Creek 15 feet more or less, to a point said point being the projected centerline of S. Calaveras Street for the northeast corner of the tract herein described;

THENCE in a southerly direction with the projected centerline of S. Calaveras Street 90 feet more or less, to a point on the north line of S. Laredo Street for the southeast corner of the tract herein described;

THENCE in a westerly direction with the north line of S. Laredo Street 15 feet more or less, to the place of BEGINNING.

2. The Corporation hereby acknowledges title to said property and premises to be in City and agrees never to assail or resist said title.

3. Corporation agrees to indemnify and save harmless, the City from any and all loss, damage, liability, costs and expenses which City may sustain or bear, or to which it may be put, resulting directly or indirectly in any manner, from the location of said storm sewer and its appurtenances on or beneath the premises hereinbefore specified.

4. City and the agents and employees thereof, shall have the right of entry on said premises at any and all times, for the purpose of making necessary repairs to said sewer, but the City does not hereby assume the duty of keeping said sewer in repair but said duty is placed upon Corporation. In addition to the use granted to the City, in the foregoing sentence, said City reserves the right to use the surface of the ground covered by said easement, for any and all purposes, not inconsistent with construction and maintenance of said sewer.

5. In the event Corporation should discontinue the use of said sewer, or should it abandon the same or fail to keep, observe and perform any of its covenants herein, all rights given hereby, shall forthwith cease and terminate.

6. Said sewer shall be installed and maintained strictly in accordance with, and under the supervision and instructions of the City Engineer.

7. PASSED AND APPROVED this 24th day of November, A. D. 1950.

ATTEST:
J. Frank Gallagher
City Clerk

CITY OF SAN ANTONIO

By. A. C. White,

M A Y O R

8. The foregoing instrument is hereby accepted and agreed to:

ATTEST:
George W. Kreg,
Secretary

PRODUCE MARKET BUILDING CORPORATION

BY John F. Hardie, Jr.,
President.

- - -
AN ORDINANCE 13,432

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF EVERETT M. GRAVES

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

1. That the petition of Everett M. Graves, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 600 Grandview Street, Lot 14 and 15, Block 9 Terrell Hills County Block 4054 and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City Sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the Consideration of this permit.

PASSED AND APPROVED this 24th day of November A. D. 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,

M A Y O R

- - -
AN ORDINANCE 13,433

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF ACME LUMBER CO.

Same as ordinance #13,432, except paragraph 4, which is as follows:

That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 817 Terrell Rd., Street, Lot E. 58' of lot 23, W. 42' of lot 24, Block 6, County Block 5526, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

- - -

AN ORDINANCE 13,434

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF JOHN B. PIPES ET UX.

Same as Ordinance #13,432, except paragraph 4, which is as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 704 Canterbury Street, Lot 2 W. 29ft, Lot 3, County Block 5884, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 13,435

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY
A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE
PETITION OF CHRIS KNUDSEN

Same as Ordinance #13,432, except paragraph 4, which is as follows:

4. THAT THIS PERMIT IS INTENDED TO COVER ONLY THE sewerage from the property of the Licensee, as same is now situated on said premises at Number 604 Grandview Street, Lot 16 and 17 Block 9, Terrell Hills, County Block 4054, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 13,436

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF JOHN H. MCFALL

Same as Ordinance #13,432, except paragraph 4, which is as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 114 Bartlett Place, Lot E. 24' of N 85; L 20, 21 and west 19' of N.85' lot 22, Block 4, County Block 4054, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made. Townsite of Terrell Hills.

AN ORDINANCE 13,437

AN ORDINANCE AMENDING SECTION 2 OF AN ORDINANCE DATED THE 1st DAY OF DECEMBER, 1921, ENTITLED "AN ORDINANCE FOR THE PURPOSE OF REGULATING LOCAL STREET TRANSPORTATION OF PERSONS BY JITNEYS, MOTOR BUSES AND OTHER VEHICLES, AND PROHIBITING THE USE OF JITNEYS, MOTOR BUSES AND OTHER VEHICLES FOR SUCH TRANSPORTATION IN THE STREETS OF THE CITY OF SAN ANTONIO, EXCEPT AS HEREIN PROVIDED FOR, AND PROVIDING PENALTIES, AS AMENDED", BY REPEALING PARAGRAPH 9 THEREOF AND SUBSTITUTING NEW PARAGRAPH THEREFOR.

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

1. That paragraph 9 of an ordinance passed and approved the 23rd., day of May 1936, amending an ordinance dated the 1st day of December, 1921, entitled "AN ORDINANCE FOR THE PURPOSE OF REGULATING LOCAL STREET TRANSPORTATION OF PERSONS BY JITNEYS, MOTOR BUSES AND OTHER VEHICLES, AND PROHIBITING THE USE OF JITNEYS, MOTOR BUSES AND OTHER VEHICLES FOR SUCH TRANSPORTATION IN THE STREETS OF THE CITY OF SAN ANTONIO, EXCEPT AS HEREIN PROVIDED FOR, AND PROVIDING PENALTIES AS AMENDED", as amended, be and the same is hereby amended as follows:

2. That paragraph 9 of said Section 2 be and the same is repealed hereby.

3. That paragraph 9 of said Section 2 shall hereafter read as follows:

"9

EXPOSITION.

There is hereby designated a route to be known as the Exposition route for motor bus service as follows:

Beginning at Lamar Street and North Walters Street,
Thence north on North Walters Street to Harrison Street,
Thence west on Harrison Street to Hudson Street,
Thence south on Hudson Street to Lamar Street,
Thence east on Lamar to North Walters Street
Thence south on North Walters to East Houston Street,
Or beginning at East Drive and East Houston Street,
Thence west on Houston to Travis Street,
Thence northwest and west on Travis to North St. Marys Street,
Thence connecting with another line and returning to Houston and North St. Mary's Streets,

Thence connecting with another line and returning to Houston and North St. Mary's Streets,
Thence east on Houston and returning via Houston Street to East Drive,
Or Houston Street, North Walters, to the place of beginning."

4. This ordinance being necessary for the protection of public convenience, public health and public safety creates an emergency which requires that this ordinance become effective at once, and the rule which requires ordinances to be read at three separate meetings of the City Commission before receiving final action thereon having been suspended by a two-thirds vote of the full Commission, and this ordinance having been passed by a four-fifths vote of the Commissioners of the City, of San Antonio, shall take effect from and after its passage, and it is so ordered.

5. PASSED AND APPROVED this 24th day of November 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 925

AN ORDINANCE 13,438

APPROPRIATING \$864.62 OUT OF THE 1950 GENERAL FUND, PROCEEDS OF NOTES EXCHANGE DEPARTMENT, PAYABLE TO THE NATIONAL BANK OF COMMERCE, OF SAN ANTONIO, TEXAS, TO PAY EXCHANGE ON BOND AND INTEREST COUPON MATURITIES.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$864.62 be, and the same is hereby appropriated out of the 1950 General Fund-Proceeds of Notes-Exchange Department, payable to the National Bank of Commerce San Antonio, Texas, to pay Exchange on \$677,757.50 Bonds and Interest Coupon Maturities as follows:

	<u>Maturities</u>	<u>Exchange</u>
September 1950 - Bonds	\$182,500.00	\$219.00
Coupons	153,126.25	222.03
October 1950 - Bonds	5,000.00	6.00
Coupons	835.00	1.21
November 1950 - Bonds	285,000.00	342.00
Coupons	51,296.25	74.38
	<hr/> \$677,757.50	<hr/> \$864.62
Bonds	\$472,500.00 @ \$1.20 - \$567.00	
Coupons	\$205,257.50 @ \$1.45 - 297.62	
	<hr/> \$864.62	

PASSED AND APPROVED on the 28th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 926

AN ORDINANCE 13,439

REPEALING \$250.00 OF APPROPRIATION NO. 657, dated October 12, 1950, payable to the Texas & NEW ORLEANS RAILROAD CO., OUT OF THE 1950 GENERAL FUND-PROCEEDS OF NOTES CAMP CUSHING HOUSING PROJECT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$250.00 of Appropriation No. 657, dated October 12, 1950, payable to the Texas & New Orleans Railroad Co., out of the 1950 General Fund Proceeds of Notes, Camp Cushing Housing Project be, and the same is hereby repealed account having been appropriated out of the Wrong fund.

PASSED AND APPROVED on the 28th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

AN ORDINANCE 927

AN ORDINANCE 13,440

APPROPRIATING \$250.00 OUT OF THE ESCROW ACCOUNT
TEXAS & NEW ORLEANS RAILROAD CO-CAMP CUSHING PRO-
JECT PAYABLE TO THE TEXAS & NEW ORLEANS RAILROAD
COMPANY.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$250.00 be, and the same is hereby appropriated out of the ESCROW
ACCOUNT-TEXAS & NEW ORLEANS RAILROAD CO-CAMP CUSHING PROJECT payable to the TEXAS
& New Orelans Railroad Company for rent according to Section 3 of Lease between Texas
& New Orleans Railroad Co., and the City of San Antonio.

PASSED AND APPROVED on the 28th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

- - -

APPRO. NO. 928

AN ORDINANCE 13,441

APPROPRIATING \$10.00 OUT OF THE 1950 GENERAL
FUND-PROCEEDS OF NOTES-SEWER MAINTENANCE FUND
IN PAYMENT TO INTERNATIONAL GREAT NORTHERN
RAILROAD CO., FOR CONSIDERATION MENTIONED
IN CONTRACT NO. 18002.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$10.00 be, and the same is hereby appropriated out of the
1950 General Fund Proceeds of Notes-Sewer Maintenance Fund in payment to Internation-
Great Northern Railroad Company for consideration mentioned in Contract dated Sept.
14th., 1950, effective August 31, 1950, covering 8 in sewer line crossing at ECS 13530/79
San Antonio, Texas, Contract No. 18002.

PASSED AND APPROVED on the 28th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

- - -

APPRO. NO. 929

AN ORDINANCE 13,442

APPROPRIATING \$68.25 OUT OF THE 1950 GENERAL
FUND PROCEEDS OF NOTES SEWER MAINTENANCE PAY-
ABLE TO FRED HUNTRESS, COUNTY CLERK, FOR FILING
FEES ON VARIOUS ORDINANCES.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$68.25 be, and the same is hereby appropriated out of the 1950
General Fund-Proceeds of Notes-Sewer Maintenance, payable to Fred Huntress, County
Clerk, for filing fees on 91 ordinances @ 0.75¢ each, making a total of \$68.25, for
sewer connections.

PASSED AND APPROVED on the 28th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

- - -

APPRO. NO. 930

AN ORDINANCE 13,443

APPROPRIATING \$5.40 OUT OF THE STATE OF STATE AID HIGHWAY BONDS A-49 FUND, IN PAYMENT TO FRED HUNTRESS, CLERK OF THE COUNTY COURT CASE NO. 479 CITY OF SAN ANTONIO VS. NORMAN DUMBLE IN CONDEMNATION.

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

1. That the sum of \$5.40 be and the same is hereby appropriated out of State or State-Aid Highways Bonds A-49 Fund, in payment to Fred Huntress, Clerk of the County Court of Bexar County, Texas, for court costs in Case No. 479, City of San Antonio versus Norman Dumble, being suit for Condemnation of property required fro Urban Expressway right-of-way; Bill of Costs being on file in the office of the Auditor of the City of San Antonio.

2. Passed and Approved this 28th., day of November, A. D. 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 931

AN ORDINANCE 13,444

APPROPRIATING \$37.33 OUT OF THE 1950 GENERAL FUND PROCEEDS OF NOTES WITTE MUSEUM PAYABLE TO MRS. ELLEN S. QUILLIN, DIRECTOR, AS REFUND FOR CASH PURCHASE MADE DURING MONTH OF OCTOBER 1950/

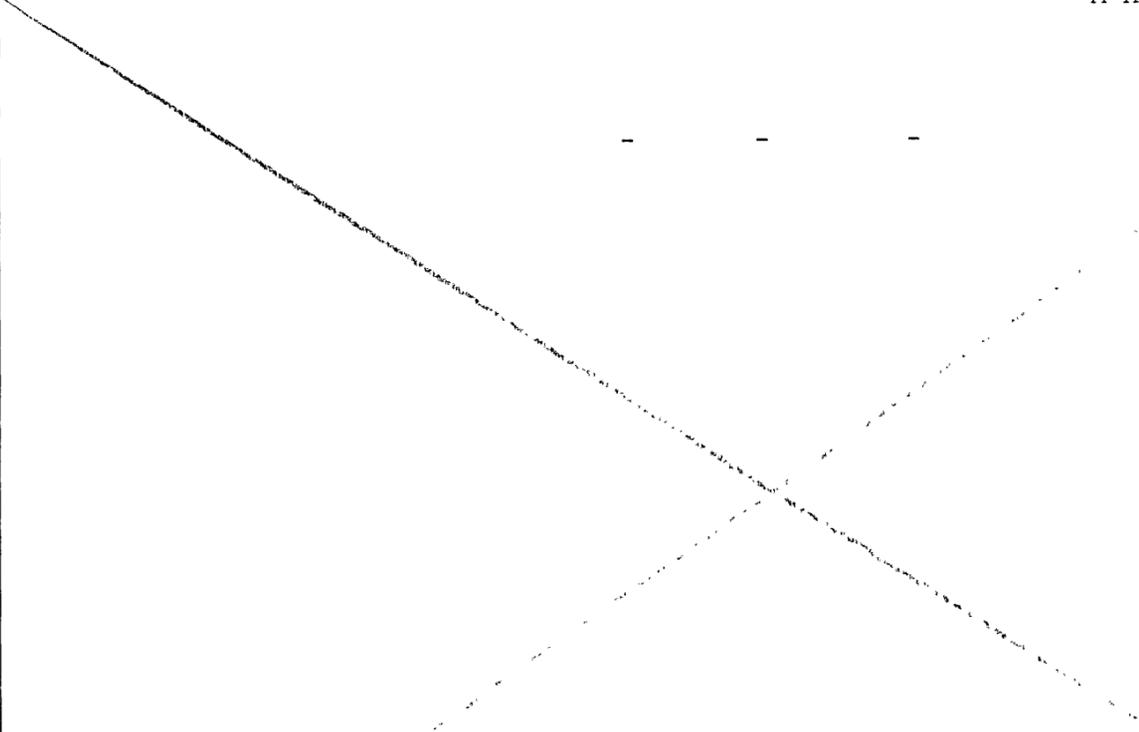
BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$37.33 be, and the same is hereby appropriated out of the 1950 General Fund-Proceeds of Notes-Witte Museum payable to Mrs. Ellen S. Quillin, Director, as refund for cash purchases made during month of October 1950, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 28th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R



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AN ORDINANCE 13,445

Revision of 11-20-50

AUTHORIZING THE ISSUANCE OF \$26,300,000 OF CITY OF SAN ANTONIO ELECTRIC AND GAS REVENUE REFUNDING FUNDS, PAYABLE ONLY OUT OF REVENUE OF THE CITY ELECTRIC SYSTEM AND GAS SYSTEM PROPERTIES, FOR THE PURPOSE OF REFUNDING ELECTRIC AND GAS SYSTEM REVENUE BONDS DATED AUGUST 1, 1942 IN THE SAME AMOUNT WHICH WILL BE OUTSTANDING ON FEBRUARY 1, 1951, AND TO PROVIDE FOR A REFUNDING TRUST INDENTURE COVERING AND MORTGAGING THE ELECTRIC SYSTEM AND GAS SYSTEM PROPERTIES OF THE CITY AND THE REVENUE THEREOF TO SECURE SAID REFUNDING BONDS AND PROVIDE FOR THE PAYMENT THEREOF, AND FOR A FRANCHISE TO ANY PURCHASER OF THE ELECTRIC AND GAS SYSTEMS AND APPURTENANT PROPERTIES AT ANY SALE WHICH MAY BE HELD FOR ENFORCEMENT OF THE MORTGAGE AFTER DEFAULT, PROVIDING FOR THE ISSUANCE OF ADDITIONAL IMPROVEMENT BONDS, PROVIDING FOR THE MANAGEMENT OF THE ELECTRIC AND GAS SYSTEMS OF THE CITY BY A BOARD OF TRUSTEES, AND THE USE AND APPLICATION OF THE REVENUES THEREFROM DURING THE TIME SAID BONDS ARE OUTSTANDING.

WHEREAS, the City of San Antonio has heretofore issued its Electric and Gas Revenue Bonds in the amount of \$33,950,000, dated August 1, 1942, maturing serially 1944 to 1972, bearing interest at 3%, 2-3/4%, 2-1/2%, optional for redemption on and after August 1, 1947, for the purpose of acquiring a complete electric light and power plant and system and gas distribution system; and

WHEREAS, there are now outstanding \$26,300,000 of said above described bonds, all of which bonds will be subject to redemption prior to maturity on February 1, 1951; and

WHEREAS, the City proposes to exercise its right to redeem said Bonds on February 1, 1951 and to cause the proper officers and representatives of the City to take such action as may be required to make effective the call this made; and

WHEREAS, the Board of Commissioners of the City deems it proper and to the best interests of the City that said bonds be refunded at a lower rate of interest and thereby effect a substantial savings in interest cost,

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

Section 1. That for the purpose of refunding, canceling and retiring \$26,300,000 outstanding "Electric and Gas Revenue Bonds" of said City, dated August 1, 1942, pursuant to the Constitution and Statutes of the State of Texas, including particularly Articles 1111-1118, both inclusive, of the Revised Civil Statutes of Texas, as amended, and the Charter of said City, there shall be issued "City of San Antonio Electric and Gas Revenue Refunding Bonds" in the principal sum of Twenty-six Million Three Hundred Thousand (\$26,300,000) Dollars, bearing interest at such rate or rates as may be specified in an ordinance supplemental hereto which is to be passed prior to February 1, 1951, said interest shall be payable August 1, 1951, and Semi-annually thereafter on February 1 and August 1 of each year while said bonds are outstanding.

Section 2. That said bonds shall be payable as to both principal and interest solely from the revenues of the Electric and Gas Systems of the City of San Antonio, secured by a pledge of and a first lien on the net revenues thereof as hereinafter defined, and further secured by a mortgage or trust indenture (hereinafter called "Trust Indenture") on the systems and the revenues thereof, as provided by Section 10 of this ordinance.

Section 3. That the said Refunding Bonds shall be dated February 1, 1951 shall be in the denomination of \$1,000 each, shall be numbered 1 to 26, 300, inclusive, and shall be payable as to both principal and interest in lawful money of the United States of America at Chemical Bank and Trust Company in the City of New York, New York, and shall mature serially in numerical order on February 1 each year in annual amounts as follows:

Year	Amount	Bond Numbers
1952	\$1,020,000	1 to 1020 Inc.
1953	\$1,040,000	1021 to 2060"
1954	\$1,060,000	2061 to 3120"
1955	\$1,080,000	3121 to 4200"
1956	\$1,100,000	4201 to 5300"
1957	\$1,125,000	5301 to 6425"
1958	\$1,150,000	6426 to 7575"
1959	\$1,170,000	7576 to 8745"
1960	\$1,195,000	8746 to 9940"
1961	\$1,220,000	9941 to 11160"
1962	\$1,245,000	11161 to 12405"
1963	\$1,270,000	12406 to 13675"
1964	\$1,295,000	13676 to 14970"
1965	\$1,320,000	14971 to 16290"
1966	\$1,345,000	16291 to 17635"
1967	\$1,375,000	17636 to 19010"
1968	\$1,400,000	19011 to 20410"
1969	\$1,430,000	20411 to 21840"
1970	\$1,455,000	21841 to 23295"
1971	\$1,485,000	23296 to 24780"
1972	\$1,520,000	24781 to 26300"
	<u>\$26,300,000</u>	

Section 4. The said Bonds shall be subject to redemption prior to maturity at the option of the City, to be evidenced by appropriate resolution adopted by the governing body of the City and approved by the Board of Trustees in charge of the operation of the City's Electric and Gas properties, either in whole or in part in inverse numerical order on August 1, 1951 and on any interest payment date thereafter, to and including August 1, 1954, at a price of par and accrued interest, plus a premium of 2-1/4%, such premium to be reduced on February 1, 1955 to 2%, with a further reduction of 1/4 of 1% on February 1 of each year to and including February 1, 1962. There shall be no premium on bonds which may be redeemed February 1, 1963 or any interest payment date thereafter. Notice of redemption is to be given not less than thirty days prior to the date fixed for redemption by registered mail to the registered owner of each bond called for redemption, mailed to the address of such owner shown on the Registrar's registration books. If any bond called for redemption is not at the time registered as to principal, thirty days' notice of redemption shall also be given by publication of an appropriate notice at least once in a newspaper published and having general circulation in the City of San Antonio and in a financial newspaper or journal published in the City of New York, New York.

Section 5. That each of said Refunding Bonds shall be signed by the Mayor of the City of San Antonio, shall be attested by the City Clerk, shall have the corporate seal of the City impressed thereon, and shall be authenticated by the Trustee. Interest falling due on and prior to maturity shall be represented by appropriate coupons to be attached to such bonds, which coupons shall be signed by the facsimile signatures of said Mayor and City Clerk, and said officials, by the execution of such bonds, shall adopt as and for their own proper signature their respective facsimile signatures appearing on said coupons. That such bonds shall be registerable as to principal in the manner for which provision is made in the Trust Indenture hereinafter provided.

Section 6. That said Refunding Bonds, the coupons to be thereto attached, and the endorsements to appear on the back thereof, shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

ELECTRIC AND GAS REVENUE REFUNDING BOND

Number _____

\$1,000

The City of San Antonio, a lawfully created and existing municipal corporation in Bexar County, Texas, solely from the special fund hereinafter specified and from no other source, for value received hereby promises to pay to bearer, or if this bond be registered as to principal than to the registered owner hereof, on the first day of February, 19____, the principal sum of One Thousand Dollars (\$1,000), and to pay, solely from said special fund, interest thereon at the rate of _____ per cent (_____ %) per annum, August 1, 1951 and semi-annually thereafter on the first days of February and August in each year until payment of the principal amount hereof. Both principal of and interest on this bond are payable in lawful money of the United States of America at Chemical Bank and Trust Company in the City of New York, New York. Interest falling due on and prior to maturity is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due.

This bond is one of a duly authorized issue of bonds in the total principal amount of \$26,300,000 of like date and tenor, except as to interest rate and maturity, issued pursuant to an Ordinance passed by the Board of Commissioners of the City, as amended for the purpose of refunding, canceling and retiring a like principal amount of outstanding Electric and Gas Revenue Bonds of said City dated August 1, 1942, and pursuant to a Trust Indenture dated February 1, 1951, by and between the City of San Antonio and Harris Trust and Savings Bank of Chicago, Illinois (hereinafter referred to as the "Corporate Trustee", and F. O. Mann of Northbrook, Illinois, as Individual Trustee, an original of which Indenture is on file in the office of said Corporate Trustee in the City of Chicago, Illinois, reference to which Ordinance and Indenture is hereby made a description of the funds charged with and pledged to the payment of the interest on and the principal of the bonds of said issue, the nature and extent of the security thereof, and a statement of the rights, duties and obligations of the City, the Indenture Trustees, and the Board of Trustees designated to manage and operate the encumbered electric and gas systems, and the rights of the holders of the bonds, to all the provisions of which Indenture the holder hereof by the acceptance of this bond assents.

This bond shall not be deemed to constitute a debt of the City of San Antonio or a pledge of its faith and credit, but shall be payable as to principal and interest solely (except as otherwise provided in the above mentioned Indenture) from the net revenue derived from the operation of said electric light and power plant and system and said gas distribution system, including all additions, extensions and improvements thereto which may hereafter be made, and the holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

This bond is issued and the above mentioned Trust Indenture was made and entered into under and pursuant to the Constitution and Laws of the State of Texas, including particularly Articles 1111, et seq. Texas Revised Civil Statutes, 1925, as amended, and it is required by said laws, and the City of San Antonio hereby covenants and agrees that it will make and collect rates and charges for all gas, electricity and services supplied by said plant and systems fully sufficient to pay the expenses of operating and maintaining said plant and systems, to provide for adequate depreciation and replacements and to pay principal of and interest on all indebtedness payable from such revenues, including this bond and the series of which it is a part.

The bonds of the issue of which this is one may be redeemed at the option of the City of San Antonio, to be evidenced by appropriate resolution passed by the governing body of the City of San Antonio and approved by the Board of Trustees in charge of the operation of the City's gas and electric properties, either in whole or in part in inverse numerical order, on August 1, 1951 and on any interest payment date thereafter to and including August 1, 1954, at a price of par and accrued interest, plus a premium of 2-1/4%, such premium to be reduced on February 1, 1955 to 2%, with a further reduction of 1/4 of 1% on February 1st. of each year to and including February 1, 1962. There shall be no premium on bonds which may be re-deemed February 1, 1963 or any interest payment date thereafter. Notice of the intended redemption of this bond is to be given not less than thirty days prior to the date fixed for redemption by registered mail to the registered owner hereof, mailed to the address of such owner shown on Registrar's registration books. If this bond is not at the time registered as to principal, thirty days' notice of redemption is to be given by publication of an appropriate notice at least once in a newspaper published and having general circulation in the City of San Antonio and in a financial newspaper or journal published in the City of New York, New York. On the date so designated for redemption (unless default shall be made in payment of the redemption price) interest on the bonds so called for redemption shall cease to accrue.

This bond may be registered as to principal in accordance with the provisions endorsed hereon.

Each successive holder of this bond during such time as it is payable to bearer, and each successive holder of each of the coupons hereto attached, is conclusively presumed to forego and renounce his equities in favor of subsequent holders for value without notice, and to agree that this bond while so payable to bearer, and each of the coupons hereto attached, may be negotiated by delivery by any person having possession thereof, howsoever such possession may have been acquired, and that any holder who shall have taken this bond or any of the coupons from any person for value and without notice, thereby has acquired absolute title thereto, free from any defenses enforceable against any prior holder and free from all equities and claims of ownership of any such prior holder. The City of San Antonio and its officials and the hereinabove referred to paying agent and trustees shall not be affected by any notice to the contrary.

Additional revenue bonds of equal dignity secured by the Trust Indenture and the property and revenues covered thereby in an aggregate principal amount not to exceed fifty per cent (50%) of net property additions to the City Electric and Gas Systems made after February 1, 1951, may be issued from time to time by the City for the sole purpose of making further extensions and additions to the systems, subject to the conditions and restrictions contained in the Trust Indenture and at the time imposed by law.

It is hereby certified and recited that all acts and things required by the Constitution and laws of the State of Texas and the Charter of the City of San Antonio to happen, exist and be performed precedent to and in the issuance of this bond and the adoption of said Ordinance and the execution of said Trust Indenture, have happened, exist and have been performed as so required.

This bond shall not be entitled to any benefit under said Trust Indenture or become valid or obligatory for any purpose until it shall have been authenticated by the execution by the Corporate Trustee of the certificate hereon endorsed.

IN WITNESS WHEREOF, the City of San Antonio has caused this bond to be signed by its Mayor and attested by its City Clerk and corporate seal of said City to be impressed hereon, and has caused the coupons hereto attached to be executed with the facsimile signatures of said officials, all as of the first day of February, 1951.

Mayor

ATTEST:

City Clerk

(Form of Coupon)

Number _____

\$ _____

On _____, 19____, the City of San Antonio, Bexar County, Texas, will pay to bearer at Chemical Bank & Trust Company in the City of New York, New York, the sum of _____ Dollars (\$ _____), in lawful money of the United States of America, solely from the special fund referred to in and for the semi-annual interest thereon due on its Electric and Gas Revenue Refunding Bond dated February 1, 1951, and numbered _____, unless said bond shall have been called for previous redemption as therein provided and provision for the redemption thereof made. The holder of this coupon shall never have the right to demand payment thereof out of any funds raised or to be raised by taxation.

ATTEST:

Mayor

City Clerk

(Form of Trustee's Certificate)

This bond is one of the bonds described in the within mentioned Trust Indenture.

HARRIS TRUST AND SAVINGS BANK

BY _____
Authorized Officer

(Form of Registered Endorsement)

This bond may be registered as to principal on books kept by the corporate indenture Trustee under the within mentioned Trust Indenture as Bond Registrar, upon presentation hereof to such Bond Registrar, who shall make notation of such registration in the registration blank below, and this bond may thereafter be transferred only upon a written assignment of the registered owner or his attorney thereunto duly authorized, duly acknowledged or proved, such transfer to be made on such books and endorsed hereon by the Bond Registrar. If so registered this bond may thereafter be transferred to bearer and thereby transferability by delivery shall be restored, but this bond shall again be subject to successive registrations and transfers as before. The principal of the bond, if registered, unless registered to bearer, shall be payable only to the registered owner or his legal representatives. Notwithstanding the registration of this bond as to principal, the coupons shall remain payable to bearer and shall continue to be transferable by delivery:

DATE OF
REGISTRATIONNOAME OF
REGISTERED OWNERSIGNATURE OF
BOND REGISTRAR

(Form of state Comptroller's Certificate)

Office of Comptroller

Register No _____

State of Texas

I hereby certify that there is on file and on record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and Laws of the State of Texas, and that it is a valid and binding special obligation of the City of San Antonio, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same, and said bond has this day been registered by me.

WITNESS MY HAND and seal of office in Austin, Texas, this _____ day of _____, 1951.

Comptroller of Public Accounts of the
State of Texas

Section 7. That after the issuance and delivery of the Refunding Bonds authorized herein, the properties constituting the Electric and Gas Systems as described in the Trust Indenture shall be operated by the City of San Antonio acting through the Board of Trustees provided for in the Trust Indenture, and the revenues thereof shall be applied and the bonds herein authorized shall be paid in the manner set out and provided in the Trust Indenture (herein sometimes called the "Indenture" and sometimes the "Trust Indenture") which is hereinafter in this Ordinance set out in full, and all of the provisions of said Trust Indenture shall be effective and shall be applicable to the authorization, issuance and payment of the bonds herein authorized with like force and effect as though all of said provisions were otherwise separately set out in this Ordinance.

Section 8. That as soon as may be after the passage of this Ordinance it shall be the duty of the Mayor and City Attorney to submit a complete transcript of proceedings had in connection with the authorization of said Refunding Bonds and the Bonds to the Attorney General of the State of Texas for his approval and for registration of such Bonds by the State Comptroller after they have been so approved.

Section 9. That the Refunding Bonds herein authorized, after their preparation, execution, and approval by the Attorney General of Texas, shall be delivered to the Corporate Trustee for authentication, and shall be by it delivered to the State Comptroller of Public Accounts for registration and delivery.

Section 10. That for the purpose of securing the payment of the Refunding Bonds herein authorized, and for the purpose of providing for and fixing in more detail the rights of the holders thereof, and of the City and of the the Indenture Trustees, and for the purpose of making effective the mortgage lien on the Systems and the lien of said bonds on the revenues of the Systems, to provide for the later issuance and sale of additional bonds of equal dignity, and to provide for the operation and management of the Systems, a Trust Indenture in the following form and language is hereby authorized to be executed in behalf of the City of San Antonio by the Mayor and City Clerk, after which said Indenture shall be recorded in the mortgage records and copy thereof filed in the chattel mortgage records of each County in which any part of the system is located and authenticated copies shall be filed with the Corporate Trustee:

TRUST INDENTURE

THIS TRUST INDENTURE, dated the first day of February, 1951, by and between the City of San Antonio, a municipal corporation of the State of Texas (hereinafter called the "City"), acting through its Mayor and City Clerk thereunto duly authorized, and Harris Trust and Savings Bank a corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, Illinois (hereinafter called the "Corporate Trustee") and F. O. Mann of Northbrook, Illinois (hereinafter called the "Individual Trustee") as Trustees (the Corporate Trustee and Individual Trustee being hereinafter referred to as the "Indenture Trustees"),

W I T N E S S E T H:

WHEREAS, the City, in order to obtain funds for the purpose of acquiring an electric light and power plant and electric distribution system and a gas distribution system serving the said City and the territory adjacent thereto did, in pursuance of an Ordinance duly adopted on July 25, 1942, amended by Ordinance adopted October 23, 1942, issue and sell "City of San Antonio Electric and Gas Revenue Bonds" dated August 1, 1942 in the denomination of one thousand dollars (\$1,000.00) each in the aggregate principal amount of Thirty-three Million, Nine Hundred Fifty Thousand Dollars (\$33,950,000), and secured said bonds by the Trust Indenture dated August 1, 1942, executed by the City to Harris Trust and Savings Bank and Harold Eckhart, as Trustees, which Trust Indenture is recorded in Volume 1945, Pages 1 to 73, inclusive, of the Deed of Trust Records of Bexar County, Texas; and,

WHEREAS, as of the date of this Indenture there remains unpaid and outstanding Twenty-six Million, Three Hundred Thousand Dollars (\$26,300,000.00) of said Electric and Gas Revenue Bonds dated August 1, 1942, and the City of San Antonio desires to refund said bonds by the issuance and sale of Twenty-six Million, Three Hundred Thousand Dollars (\$26,300,000.00) of City of San Antonio Electric and Gas Revenue Refunding Bonds" dated February 1, 1951, numbered 1 to 26,300, inclusive, bearing interest at the rates specified in said individual bonds, payable as to both principal and interest in lawful money of the United States of America at Chemical Bank & Trust Company in The City of New York, New York, and maturing serially in numerical order on February 1st of each year in annual amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Bond Numbers</u>
1952	\$1,020,000	1 to 1020 Inc.
1953	1,040,000	1021 to 2060 Inc.
1954	1,060,000	2061 to 3120 "
1955	1,080,000	3121 to 4200 "
1956	1,100,000	4201 to 5300 "
1957	1,125,000	5301 to 6425 "
1948	1,150,000	6426 to 7575 "
1959	1,170,000	7576 to 8745 "
1960	1,195,000	8746 to 9940 "
1961	1,220,000	9941 to 11160 "
1962	1,245,000	11161 to 12405 "
1963	1,270,000	12406 to 13674 "
1964	1,295,000	13676 to 14970 "
1965	1,320,000	14971 to 16290 "
1966	1,345,000	16291 to 17635 "
1967	1,375,000	17636 to 19010 "
1968	1,400,000	19011 to 20410 "
1969	1,430,000	20411 to 21840 "
1970	1,455,000	21841 to 23295 "
1971	1,485,000	23296 to 24780 "
1972	1,520,000	24781 to 26300 "
	<u>\$26,300,000</u>	

Said Refunding Bonds, together with the endorsements to appear thereon, are to be in substantially the following form and are to be executed as indicated:

(Form of Bond)

UNITED STATE OF AMERICA
STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

ELECTRIC AND GAS REVENUE REFUNDING BOND

Number _____

\$1,000

The City of San Antonio, a lawfully created and existing municipal corporation in Bexar County, Texas, solely from the special fund hereinafter specified and from no other source, for value received hereby promises to pay to bearer, or if this bond be registered as to principal then to the registered owner hereof, on the first day of February 19____, the principal sum of One Thousand Dollars (\$1,000), and to pay, solely from said special fund, interest thereon at the rate of _____ per cent (____%) per annum, August 1, 1951 and semi-annually thereafter on the first days of February and August in each year until payment of the principal amount hereof. Both principal amount hereof. Both principal of and interest on this bond are payable in lawful money of the United States of America at Chemical Bank and Trust Company in the City of New York, New York, Interest falling due on and prior to maturity is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due.

This bond is one of a duly authorized issue of bonds in the total principal amount of \$26,300,000 of like date and tenor, except as to interest rate and maturity, issued pursuant to an Ordinance passed by the Board of Commissioners of the City, as amended, for the purpose of refunding, canceling and retiring a like principal amount of outstanding Electric and Gas Revenue Bonds of said City dated August 1, 1942, and pursuant to a Trust Indenture dated February 1, 1951, by and between the City of San Antonio and Harris Trust and Savings Bank of Chicago, Illinois, (hereinafter referred to as the "Corporate Trustee"), and F. O. Mann of Northbrook, Illinois, as Individual Trustee, an original of which Indenture is on file in the office of said Corporate Trustee in the City of Chicago, Illinois, reference to which Ordinance and Indenture is hereby made for a description of the funds charged with and pledged to the payment of the interest on and the principal of the bonds of said issue, the nature and extent of the security thereof, and a statement of the rights, duties and obligations of the City, the Indenture Trustees, and the Board of Trustees designated to manage and operate the encumbered electric and gas systems, and the rights of the holders of the bonds, to all the provisions of which Indenture the holder hereof by the acceptance of this bond assents.

This bond shall not be deemed to constitute a debt of the City of San Antonio or a pledge of its faith and credit, but shall be payable as to principal and interest solely (except as otherwise provided in the above mentioned Indenture) from the net revenues derived from the operation of said electric light and power plant and system and said gas distribution system, including all additions, extensions and improvements thereto which may hereafter be made, and the holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

This bond is issued and the above mentioned Trust Indenture was made and entered into under and pursuant to the Constitution and Laws of the State of Texas, including particularly Articles llll, et seq. Texas Revised Civil Statutes, 1925, as amended, and it is required by said laws, and the City of San Antonio hereby covenants and agrees that it will make and collect rates and charges for all gas, electricity and services supplied by said plant and systems fully sufficient to pay the expenses of operating and maintaining said plant and systems, to provide for adequate depreciation and replacements and to pay principal of and interest on all indebtedness payable from such revenues, including this bond and the series of which it is a part.

The bonds of the issue of which this is one may be redeemed at the option of the City of San Antonio, to be evidenced by appropriate resolution passed by the governing body of the City of San Antonio and approved by the Board of Trustees in charge of the operation of the City's gas and electric properties, either in whole or in part in inverse numerical order, on August 1, 1951 and on any interest payment date thereafter to and including August 1, 1954, at a price of par and accrued interest, plus a premium of 2-1/4%, such premium to be reduced on February 1, 1955 to 2%, with a further reduction of 1/4 of 1% on February 1st of each year to and including February 1, 1962. There shall be no premium on bonds which may be redeemed February 1, 1963 or any interest payment date thereafter. Notice of the intended redemption of this bond is to be given not less than thirty days prior to the date fixed for redemption by registered mail to the registered owner hereof, mailed to the address of such owner shown on Registrar's registration books. If this bond is not at the time registered as to principal, thirty days' notice of redemption is to be given by publication of an appropriate notice at least once in a newspaper published and having general circulation in the City of San Antonio and in a financial newspaper or journal published in the City of New York, New York. On the date so designated for redemption (unless default shall be made in payment of the redemption price) interest on the bonds so called for redemption shall cease to accrue.

This bond may be registered as to principal in accordance with the provisions endorsed hereon.

Each successive holder of this bond during such time as it is payable to bearer, and each successive holder of each of the coupons hereto attached, is conclusively presumed to forego and renounce his equities in favor of subsequent holders for value without notice, and to agree that this bond while so payable to bearer, and each of the coupons hereto attached, may be negotiated by delivery by any person having possession thereof, howsoever such possession may have been acquired, and that any holder who shall have taken this bond or any of the coupons from any person for value and without notice, thereby has acquired absolute title thereto, free from any defenses enforceable against any prior holder and free from all equities and claims of ownership of any such prior holder. The City of San Antonio and its officials and the hereinabove referred to paying agent and trustees shall not be affected by any notice to the contrary.

Additional revenue bonds of equal dignity secured by the Trust Indenture and the property and revenues covered thereby in an aggregate principal amount not to exceed fifty per cent (50%) of net property additions to the City Electric and Gas Systems made after February 1, 1951, may be issued from time to time by the City for the sole purpose of making further extensions and additions to the systems, subject to the conditions and restrictions contained in the Trust Indenture and at the time imposed by law.

It is hereby certified and recited that all acts and things required by the Constitution and laws of the State of Texas and the Charter of the City of San Antonio to happen, exist and be performed precedent to and in the issuance of this bond and the adoption of said Ordinance and the execution of said Trust Indenture, have happened, exist and have been performed as so required.

This bond shall not be entitled to any benefit under said Trust Indenture or become valid or obligatory for any purpose until it shall have been authenticated by the execution by the Corporate Trustee of the certificate hereon endorsed.

IN WITNESS WHEREOF, the City of San Antonio has caused this bond to be signed by its Mayor and attested by its City Clerk and the Corporate seal of said City to be impressed hereon, and has caused the coupons hereto attached to be executed with the facsimile signatures of said officials, all as of the first day of February 1, 1951.

ATTEST:

City Clerk

(Form of Coupon)

Number _____

\$ _____

On _____, 19____, the City of San Antonio, Bexar County, Texas, will pay to bearer at Chemical Bank & Trust Company in the City of New York, New York, the sum of _____ Dollars (\$ _____) in lawful money of the United States of America, solely from the special fund referred to in and for the semi-annual interest then due on its Electric and Gas Revenue Refunding Bond dated February 1, 1951, and numbered _____, unless said bond shall have been called for previous redemption as therein provided and provision for the redemption thereof made. The holder of this coupon shall never have the right to demand payment thereof out of any funds raised or to be raised by taxation.

ATTEST:

City Clerk

Mayor

(Form of Trustee's Certificate)

This bond is one of the bonds described in the within mentioned Trust Indenture

HARRIS TRUST AND SAVINGS BANK

By _____
Authorized Officer

(Form of Registration Endorsement)

This bond may be registered as to principal on books kept by the corporate indenture trustee under the within mentioned Trust Indenture as Bond Registrar, upon presentation hereof to such Bond Registrar, who shall make notation of such registration in the registration blank below, and this bond may thereafter be transferred only upon a written assignment of the registered owner or his attorney thereunto duly authorized, duly acknowledged or proved, such transfer to be made on such books and endorsed hereon by the Bond Registrar. If so registered this bond may thereafter be transferred to bearer and thereby transferability by delivery shall be restored, but this bond shall again be subject to successive registrations and transfers as before. The principal of the bond, if registered, unless registered to bearer, shall be payable only to the registered owner or his legal representatives. Notwithstanding the registration of this bond as to principal, the coupons shall remain payable to bearer and shall continue to be transferable by delivery;

DATE OF REGISTRATION	NAME OF REGISTERED OWNER	SIGNATURE OF BOND REGISTRAR

(Form of State Comptroller's Certificate)

Office of Comptroller
State of Texas

Register No. _____

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and Laws of the State of Texas, and that it is a valid and binding special obligation of the City of San Antonio, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same, and said bond has this day been registered by me.

WITNESS MY HAND and seal of office in Austin, Texas, this _____
day of _____, 1951.

Comptroller of Public Accounts
of the State of Texas.

and,

WHEREAS, The execution and delivery of this Trust Indenture has been duly authorized by Ordinance duly passed by the Board of Commissioners of the City of San Antonio and all acts and things required to be done precedent to and in the execution of this Trust Indenture and precedent to and in the execution of said Refunding Bonds have been done and performed in regular and due time, form and manner, as required by the Constitution and laws of the State of Texas and the Ordinance hereinabove mentioned:

NOW, THEREFORE, IN ORDER to secure the payment of principal of and interest on bonds issued under this Trust Indenture according to their tenor and effect and the terms of this Indenture, and to secure the performance of the covenants and obligations herein contained, and in consideration of the acceptance by the Indenture Trustees of the trust hereby created, of the said bonds by the holders thereof, and of one dollar in hand paid by the Indenture Trustees to the City upon the execution and delivery of this Indenture, and has granted, bargained, sold, conveyed, assigned, transferred, warranted, mortgaged, pledged and set over, and by these presents does grant, bargain, sell, convey, assign, transfer, warrant, mortgage, pledge and set over unto the Indenture Trustees and their successors in said trust forever, subject to the terms of this Indenture, the following property (herein sometimes referred to as the "Systems" and as the "Trust Estate"), and all and singular the property rights, privileges, franchises and contracts of every kind and description appertaining thereto:

COMPREHENSIVE DESCRIPTION OF PROPERTIES

The entire electric light and power plants and systems and gas distribution system and all property of every kind appurtenant to and used or acquired in connection with said electric light and power plants and systems and gas distribution system owned by the City and described in and covered by the Trust Indenture executed by the City to Harris Trust & Savings Bank and Harold Eckhart, as Indenture Trustees, dated August 1, 1942, recorded in Volume 1946, pages 1 to 73, inclusive, of the Deed of Trust Records of Bexar County, Texas, and in the Supplemental Indenture thereto dated August 1, 1948, and recorded in Volume 2586, pages 12 et seq., of the Deed of Trust Records of Bexar County, Texas (except property covered by said Indentures heretofore sold and released by duly recorded deeds and releases), and all property acquired as a part of said electric light and power plants and systems and gas distribution system subsequent to said Indenture and Supplemental Indenture as a part of said properties under the administration of the Board of Trustees provided for in said Trust Indenture dated August 1, 1942, together with all property of every kind hereafter owned or acquired by the City as a part of or for use in the operation of said electric light and power plants and systems and gas distribution system.

The properties covered hereby include the following properties, but the following enumeration and descriptions shall not be deemed to exclude any property from the foregoing general and comprehensive description.

ELECTRIC SYSTEM

All lands, rights-of-way, franchises, easements, water rights and dams; all power houses, buildings and structures of every kind and the contents thereof; all machinery, engines, boilers, turbines, dynamos, electrical machinery, switch gears, motors, transformers, generators, meters, electrical and mechanical appliances, condensers, water wheels, overhead and underground conduits, cables, pipes, poles, towers, transmission lines, wires, crossarms, insulators, service substations, all electric generating, distributing and transmitting equipment, tools, implements, apparatus and supplies; and all street lighting circuits, standards and equipment; constituting the integrated electric generating, transmission and distribution and other street lighting systems owned by the City and located, as to the principal part thereof, in the City of San Antonio, Texas, and as to the remainder in the Cities, towns, villages and unincorporated areas of Bexar County, Atascosa County, Comal County, Guadalupe County, Kendall County, Medina County, Bandera County and Wilson County, all in the State of Texas.

GAS SYSTEM

All lands, rights-of-way, franchises, easements, buildings and structures of every kind; and all pipes, mains, conduits, meters, regulators, and personal property and appurtenances thereto, constituting the gas transmission and distribution system now and heretofore owned by the City, located in the City of San Antonio and the areas adjacent to the City of San Antonio, whether incorporated or unincorporated, all in Bexar County, Texas.

OFFICE BUILDING

The parcel of land situated in the corporate limits of the City of San Antonio, Bexar County, Texas, fronting on the west side of St. Mary's Street, and more particularly described as follows: Being that portion of what is known as the Twohig Homestead, which was set apart to Columbus Upson, Oscar Bergstrom and Thos. H. Franklin by decree of the District Court of Bexar County, Texas, partitioning the Estate of John Twohig, on the 16th. day of February, 1894, in Cause No. 644, styled Upson and Bergstrom vs. T. L. Johnston, et al., District Court of Bexar County, 37th Judicial District; said decree appearing in the minutes of said Court, Book 2, Page 369, et seq., said property being bounded on the north by the portion of the Twohig Homestead set aside by said decree to J. C. Neraz, Catholic Bishop of San Antonio; east by St. Mary's Street, and south and west by the San Antonio River, 4 feet off the north margin of said property having been dedicated by D. J. Woodward and L. Ward as a permanent alley, as set out and fully described and explained in an agreement between Missionary Society of Oblate Fathers of Texas, and D. J. Woodward and L. Ward, of record in Bexar County, in Volume 274, page 394, Deed Records of said County, filed October 12, 1910, together with the office building and improvements located thereon.

STATION "A" STORAGE AND SUBSTATION

All that parcel of land situated in the City of San Antonio, County of Bexar, State of Texas, known as Lots Nos. 1,2,3,4 of N. C. B. No. 124; bounded on the north by the San Antonio River; on the east by an alley for a distance of 166 feet 8 inches, more or less; on the south by Villita Street for a distance of 250 feet 4 inches, more or less; on the west by Presa Street for a distance of 171 feet 8 inches, more or less.

MISSION ROAD PLANT

The Mission Road electric generating plant, also known as "Station "B", together with the land upon which the same is located, said land being: (a) A parcel of land containing 8 acres, more or less, situated in the City of San Antonio, County of Bexar, and State of Texas, on the east side of the San Antonio River, more particularly described as follows: Beginning at a point on the east bank of the San Antonio River where an extension of the south line of Survey of Lot No. 3, according to the plat recorded in Volume VI, Page 118, of Bexar County Deed Records, intersects with the said east bank of the San Antonio River, said point being also the intersection of the north side of the right-of-way of the S. A. & A. P. Ry. with the San Antonio River; thence in a southeasterly course along the said S. A. & A. P. right-of-way to the west side of Conception Road; thence in a northeasterly course along the west side of the Conception Road to the San Antonio River opposite the Edmonds Homestead where the river changes its course from south to west; thence meandering along the river to the place of beginning.

(b) A parcel of land containing 12 acres, more or less, situated in the City of San Antonio, County of Bexar, State of Texas, on the west side of San Antonio River, more particularly described as follows: Beginning at a point on the west bank of the San Antonio River where the said west bank intersects with the north boundary line of the San Antonio

and Aransas Pass Railroad; thence in a northwesterly direction along the boundary line of the said right-of-way to a point where the said boundary line intersects with the south boundary of the land formerly owned by Henry Elmendorf; thence east with the boundary of the said land owned by said Henry Elmendorf to the San Antonio River; thence in a southerly direction with the meanderings of the San Antonio River to the place of beginning.

LEON CREEK POWER PLANT

The Leon Creek electric generating plant, together with the land in Bexar County, Texas upon which the same is located, said land being (a) Tract No. 9 out of a subdivision of 277.51 acres of land out of the Old City Lots 16 and 17, Range 3, District 6, and Old City Lots 15 and 16, Range 4, District 6, County Block No. 5444, more fully described in the deed to the City of San Antonio from Marie (Mary) Verstuyft recorded in the Deed Records of Bexar County, in Volume 2427, pages 265 and 266; and (b) Tract No. 10 of a resubdivision of 277.51 acres of land out of Old City Lots 16 and 17, Range 3, District 6, and Old City Lots 15 and 16, Range 4, District 6, described in the deed from Severien Persyn and wife to the City of San Antonio, recorded in Vol. 2397, pages 255 and 256 of the Deed Records of Bexar County, Texas.

NORTHSIDE POWER PLANT SITE

(a) The tract of land containing 100.37 acres, more or less, out of Original Survey No. 10 in the name of Antonio Perez, in Bexar County, Texas, County block No. 5013, on the waters of the Salado Creek, a tributary of the San Antonio River, about nine miles northeast from San Antonio, being the property conveyed by Alfred Penschorn and wife, Ida Penschorn, to the City of San Antonio by deed recorded in the Bexar County Deed Records in Volume 2835, pages 32-33.

(b) The tract of land containing 200 acres, more or less, out of the David J. Davis Survey No. 103, County Block 5029, Bexar County, Texas, described by metes and bounds in the deed from George F. Perrin and wife, Villa C. Perrin, to the City of San Antonio, recorded in Bexar County Deed Records in Volume 2835, pages 549-551.

(c) The tract of land containing 93 acres, more or less, lying and being situated in Bexar County, Texas, in County Block 5028 out of the JohnHeffermann Survey No. 101, and being situated on the waters of the Salado Creek, more fully described in the deed from Joe S. Fuller and wife, Ruth Beatrice Fuller, to the City of San Antonio, by deed recorded in the Bexar County Deed Records, in Volume 2837, pages 327-328.

TENTH STREET MATERIAL STORAGE

Those parcels of land situated in the City of San Antonio, County of Bexar and State of Texas, described as follows:

(a) A part of Block "C", or N. C. B. No. 516, and described as follows: Beginning on the south line of Tenth Street at a point 294 feet 7 inches from Austin Street; thence south 56 degrees 45 minutes east with Tenth Street for 76 feet and 10 inches; thence south 32 degrees 50 minutes west for 308 feet and 4 inches; thence north 57 degrees West for 117 feet to the Alamo Ditch; thence in a northeasterly direction along the Alamo Ditch to the back line of Sommer's property; thence south 56 degrees 45 minutes east along the back of F. Sommer's property for 60-1/2 feet; thence north 32 degrees 50 minutes east for 153 feet and 1 inch to point of beginning.

(b) All that portion of Lot No. 4, Block "C", and more particularly described as follows, viz: Beginning at a point 121 feet east of the west line of the property formerly belonging to the San Antonio Street Railway Company, where it intersects the northwest corner of Lot No. 3; thence east 16 feet to a corner; thence north 16 feet to corner; thence west 16 feet to a corner; thence south 16 feet to the place of beginning.

(c) The western part of Lot "C" in block "C", City block No. 516, on the north side of Ninth Street, said part having a frontage of approximately 29 feet.

(d) The parcel of land described as follows: Being the western 29 varas, more or less, of Lots 1 and 2 in Block "C" (or 31) on the north side of Ninth Street, said Block "C" (31) being now known as City block 516. Said land herein conveyed being at a point 85 varas, more or less, west of southeast corner of Lot 1, corner of Ninth and Austin Streets, being the southwest corner of Mrs. M. Schillings's property; thence west along Ninth Street 29 varas, more or less, to property of Wm. Herpel; thence north along said Wm. Herpel's property line to southwest corner of Lot 3 in said block; thence east along the south line of said Lot 3, 32 varas, more or less; thence south 37-3/4 varas to the place of beginning.

(e) A part of what is known as N. C. B. No. 516; beginning at a point in the southern line of Tenth Street north 57 degrees west, 61 varas from the intersection of the western line of Austin Street with the south line of Tenth Street; thence north 57 degrees west, along with the southern line of said Tenth Street, a distance of 18 varas or 50 feet, for northwest corner of this tract; thence south 33 degrees west, a distance of 52 varas or 144 feet and 5-1/3 inches, more or less, to reach what is known as the property of Mrs. A. de V. Dane, for the southwest corner of these premises; thence south 57 degrees east, 18 varas or 50 feet, for the southeast corner of this tract; thence north 33 degrees east, 54 varas or 144 feet and 5-1/3 inches, more or less, to the point of beginning in the southern line of Tenth Street, being the same property conveyed by Geo. F. and Anna E. Blesse, by deed as appears of record in Volume 437, page 82, Deed Records of Bexar County, Texas, to which reference is here made for a more complete description of said property.

NINTH STREET SUBSTATION

All that certain parcel of land within the corporate limits of the City of San Antonio, Bexar County, Texas, and being the eastern 72 feet of Lots Nos. 1 and 2, Block 31, New City Block No. 453, on the north side of Ninth Street, and more particularly described as follows: beginning at a point on the north side of Ninth Street at a fence located 174 feet and 2 inches from a line between two city monuments located near the northeast corner of the intersection of Ninth Street and Avenue D, and near the southeast corner of the

intersection of Ninth Street and Avenue D, said line being approximately 3 feet west of the property line of Avenue D; thence with said fence in a northerly direction 97.3 feet to another fence; thence with said second fence in an easterly direction 42 feet and 7 inches to the west property line of the property of the San Antonio Public Service Company; thence in a southerly direction with the property line of the San Antonio Public Service Company 102 feet and 4 inches to the intersection of said property line with the north property line of Ninth Street; thence westerly along the north property line of Ninth Street a distance of 72 feet to the place of beginning.

BEACON HILL SUBSTATION

Being all of Lots Nos. 1 and 8 in Block 37 of Laurel Heights Addition to the City of San Antonio, in Bexar County, Texas, said block being also known as New City Block 1867.

EAST END SUBSTATION

Lots Nos. 1, 2, 3 and 4, in Block No. 3, Rifle Range Addition to the City of San Antonio, in Bexar County, Texas, and in New City Block No. 2796, fronting on the south side of Wyoming Street.

ELECTRIC DISTRIBUTION OFFICE

The property in San Antonio, Bexar County, Texas, bounded on the northwest by Camden Street, on the northeast by the San Antonio River, on the southeast by the property conveyed by San Antonio Loan and Trust Company to R. W. Morrison and W. S. McCall by deed recorded in Vol. 763, page 480, of the Deed Records of Bexar County, and on the southwest by Jones Avenue; being the property conveyed by San Antonio Loan and Trust Company to San Antonio Public Service Company by deed recorded in the Deed Records of Bexar County in Volume 828, pages 49-50.

ELECTRIC DISTRIBUTION OFFICE ADDITION

The parcel of land in the City of San Antonio, Bexar County, Texas, lying in New City Blocks 1757, 1759 and 1036, consisting of 71,876.7 sq. ft., described by metes and bounds in the deed from Southern Henke Ice Company to the City of San Antonio by deed recorded in the Bexar County Deed Records, in Volume 2699, pages 191-195.

OLMOS SUBSTATION

All that certain triangular tract or parcel of land lying north of the City of San Antonio, in Bexar County, Texas, out of the Herff and Dittmar land, and out of Original City Lot No. 36 in County Block 5248, and Lot No. 38 in County Block 5250, all in Range 3, District 3, bounded as follows: on the north by the Countour Road along a line at elevation of 728 feet above sea level, on the southeast side by the right-of-way of the I. & G. N. Railway Company, and on the west side by the Heff and Dittmar County Road, containing 6-1/2 acres of land, more or less, being the same property conveyed by F. Herff and Adolph Herff individually and as independent executors of the Estate of Dr. F. Herff, Deceased, Chas. H. Herff, August A. Herff, Wm. L. Herff and John B. Herff, and Emmy Dittmar, a feme sole, individually and as independent executrix of the Estate of Albert Dittmar, Deceased, and San Antonio Loan and Trust Company, a corporation, as trustee, all of the County of Bexar and State of Texas, to San Antonio Public Service Company, by deed recorded November 10, 1926, in the Deed Records of said County, in Volume 919, pages 43-44.

CITY VIEW GARDEN SUBSTATION

The parcel of land in Bexar County, Texas, containing one acre, described as Lot or Tract No. 19, Block No. 18, of the Lady of the Lake Gardens, per plat and map thereof duly filed and on record in the Deed Records of Bexar County, Texas, in Book 368, page 143.

ALAMO HEIGHTS SUBSTATION

The parcel of land in Bexar County, Texas, out of thw Wm. E. Howth Survey, more particularly described as follows: a plot of land approximately .89 of an acre in size, and bounded as follows: Beginning at a point on the west side of Broadway, 685 feet and 1 inch south of the intersection of west side of Broadway and east side of Nacogdoches Road; thence south along west side of Broadway 30 feet; thence along a line north 89 degrees, 30 minutes west, 514 feet to east side of Nacogdoches Road, thence northwest along east side of Nacogdoches Road 217 feet; thence along a line south 89 degrees, 30 minutes east, 102 feet and 11 inches; thence along a line south no degrees, 3 minutes east, 160 feet; thence along a line south 89 degrees, 30 minutes east, to starting point on west side of Broadway.

WOODLAWN HILLS SUBSTATION

The parcel of land lying southwest of the Babcock Road, out of a 235-acre tract of land located approximately 5 miles north-west from the center of the City of San Antonio, being a portion of Survey No. 332, Section No. 4, in the name of Cesario Carmona, and being the same tract of land conveyed by deed of L. J. Gembler and Eliza Gembler to A. Fiensilber, October 26, 1903, said deed being recorded in Volume 223, page 126, of the Deed Records of Bexar County, Texas, said 1 acre of land being described by metes and bounds in the deed from A. Fiensilber and Sophia Fiensilber to San Antonio Public Service Company, recorded in the Deed Records of Bexar County, in Volume 964, page 82.

GRANDVIEW SUBSTATION

The parcels of land situated partly within and partly without the City of San Antonio in Bexar County, Texas, described as Lots Nos. 8 to 19, inclusive, and Lots Nos. 21 to 34 inclusive, New City Block 1564, said block being also known as Block 7, Section 2, Grand-View Addition, according to the plat of said Grandview Addition recorded in Volume 72, page 519, Bexar County Plat Records.

ELMENDORF SUBSTATION

That certain parcel of land containing one acre, more or less, out of a 120-acre tract of land out of Survey No. 7, Jose de la Garza Grant, conveyed to Mrs. Lena Koehler by Fred Hildebrandt, et al, by deed dated November 19, 1896, and recorded in Volume 162, page 331, Deed Records of Bexar County, Texas, said parcel of land being described by metes and bounds in the deed from Oscar Koehler and Lena Koehler, husband and wife, to Comal Power Company, by deed recorded in Volume 964, on pages 81 and 82 of the Deed Records of Bexar County, Texas.

GRANDVIEW HI-LINE PROPERTY

(a) Lots Nos. 1 to 13, inclusive, and 25 to 27, inclusive, Block 8, Section 2, Grandview Addition to the City of San Antonio, in Bexar County, Texas, said lots comprising the northern part of said block, said Block 8 lying between "I" Street and "J" Street and between Cora Avenue and James Avenue; Lots 1, 2, 3, 7, 8, 9 and 10, Block 19, Section 5, Grandview Addition, said lots constituting the northern part of said block and said block lying between "I" Street and "J" Street and between James Avenue and Aurelia Avenue; Lots Nos. 1 to 12, inclusive, Block 18, Section 5, Grandview Addition, said lots constituting the northern part of said block.

(b) The parcel of land in Grandview Addition in the City of San Antonio, Texas, particularly described as follows: the north 105 feet of Lot 3, in Garden Block 8, of said Grandview Addition, a map and plat of which is of record in the Plat Records of Bexar County, to which reference is hereby made for further description, being the property conveyed by John Alexander James to Comal Power Company by deed recorded in the Deed Records of said County in Volume 844, on pages 67-68.

LEHR SAND PIT SUBSTATION

All that certain tract of land described as follows, to-wit: 1,000 square feet of land out of 565.64-acre tract located approximately one mile from the county line between Bexar and Atascosa Counties, on the Pleasanton Road, in Bexar County, Texas, out of Survey No. 1386-1/2, and being the same 565.64-acre tract of land conveyed by deed of the Texas State Bank, July 28, 1926, to J. B. Couric, said deed being recorded in Volume 905, page 152, Deed Records of Bexar County, Texas, said 1,000 square feet of land being described by metes and bounds in the deed from J. B. Couric to Comal Power Company.

LYTLE SUBSTATION

The parcel of land consisting of two and three-hundredths acres of land in Bexar County, Texas, part of John Garner Survey No. 435, described by metes and bounds in the deed from Roy C. Osgood, James D. Armstrong, Charles W. McNear, L. Marquard Forster and George W. Morgan, as Trustees of the Trust known as the "San Antonio Trust", recorded in the Deed Records of said Bexar County in Volume 889, pages 182-4.

PLEASANTON SUBSTATION

The parcel of land in Bexar County, Texas, located west of the Pleasanton- San Antonio road where said road crosses the Bexar County- Atascosa County line, and fully described in the deed from T. L. Haiduk to Comal Power Company recorded in the Deed Records of Bexar County, Texas, in Volume 911, pages 593-594.

SOMERSET SUBSTATION

The parcel of land out of the 4.67-acre tract located in Survey 48, the Francisco Rolen Grant, conveyed to August F. Ernest and wife by F. M. Hagner, by deed dated December 3, 1917, recorded in Volume 522, page 310, of the Deed Records of Bexar County, Texas, being described by metes and bounds as follows: beginning at a stake on the west side of the Somerset Road at a point where the electric high line crosses the said Somerset Road; thence south 30 degrees, 33 minutes west, 25 feet to a stake on said road; thence south 88 degrees west, 46 feet and 8 inches to a stake; thence north 2 degrees west, 44 feet to a stake; thence north 88 degrees east, 49 feet to the Somerset Road to a stake; thence south 30 degrees, 33 minutes west, 25 feet along the Somerset Road to the place of beginning.

NEWELL STREET PROPERTY

The parcel of land in Bexar County, Texas, within the City of San Antonio, and described in the deed from Texas Transportation Company to San Antonio Public Service Company, recorded in the Deed Records of Bexar County, in Volume 1045, pages 399-400.

PLEASANTON METER STATION

The parcel of land in Bexar County, Texas, containing 1 acre, more or less, described by metes and bounds in the deed from T. L. Haiduk to San Antonio Public Service Company, recorded in the Deed Records of Bexar County, Texas, in Volume 1045, pages 423-424.

QUINTANA ROAD SUBSTATION

The parcel of land in the County of Bexar, State of Texas, and being the north one-half of Lot No. 41, and the south one-half of Lot No. 40, out of what is known as the Factory Sites of the old town of South San Antonio, as shown on the plat of Fifth Filing of the said town of South San Antonio, Texas, of record in the office of the County Clerk of Bexar County, Texas, in Volume 368, page 216, Maps and Plats Records.

SAN JOSE SUBSTATION

All of Lots Nos. 1, 2, 3 and 4, in Block No. 337, in San Jose Townsite Addition, according to map or plat thereof duly recorded in the Records of Deeds and Plats of Bexar County, Texas; being the same property conveyed by Harlandale Properties, Inc., to San Antonio Public Service Company, by deed recorded in the Deed Records of Bexar County in Volume 1117, pages 555-6.

FRATTSUBSTATION

The parcel of land consisting of 2 acres out of Original Survey No. 309 in the

name of Francisco Villareal, approximately 14 miles northeast of the City of San Antonio and being out of a 166.66-acre tract of land conveyed by Oscar Fey and wife, Pearly Fey, to Holland B. Lowndes and Lee Jones, Jr., by deed dated December 17, 1927, and recorded in Volume 997, pages 496-7, Deed Records of Bexar County, Texas, to which deed and record reference is hereby made; said 2 acres being described by metes and bounds in the deed from Holland B. Lowndes and others to San Antonio Public Service Company, recorded in Vol. 1101, pages 83-84, of the Deed Records of Bexar County.

RANDOLPH FIELD METERING STATION

The parcel of land in the County of Bexar and State of Texas, described as follows, to-wit: being the east 12 feet of Lot No. 7 and the west 13 feet of Lot No. 8, in Block No. 47 of the Universal City Subdivision, as per the plat of said subdivision of record in the Map and Plat Records of Bexar County, Texas; being the same property conveyed by Commercial Loan and Trust Company, Trustee, to San Antonio Public Service Company, by deed recorded in the Deed Records of Bexar County in Volume 1287 pages 513-514.

HIGHLAND PARK SUBSTATION

The parcel of land in the City of San Antonio, County of Bexar, State of Texas, consisting of Lots Nos. 37, 38, 39 and 40, Block No. 3, New City Block No. 6216, in Highland Terrace Addition, being the same property conveyed by N. F. S. Vittrup and wife, Bennie Vittrup, to San Antonio Public Service Company, by deed recorded in the Deed records of said County in Volume 1329, page 336.

JEFFERSON MANNER SUBSTATION

The parcel of land in the County of Bexar, State of Texas, consisting of Lots Nos. 73, 74, 75 and 76, Block No. 19, in Jefferson Manor Addition to the City of San Antonio, according to the plat thereof recorded in Volume 980, page 303, Deed and Plat Records of Bexar County, Texas; being the same property conveyed by Jefferson Manor Company to San Antonio Public Service Company by deed recorded in the Deed Records of said County, in Volume 1381, pages 140-141.

COMAL PLANT

The electric generating plant known as the "Comal Plant", together with the land on which the same is located and the various rights appurtenant thereto, which land and rights are described in the deed from Landa Milling Company, et al., to Comal Power Company, dated August 17, 1925, recorded in Volume 51, pages 374-389, of the Deed Records of Comal County, Texas, the land being therein described as follows:

"All those certain lots, tracts or parcels of land out of the Juan Martin Veramendi-Two-League Grant, Survey No. 1, Abstract No. 2, lying and being situated within the corporate limits of the City of New Braunfels, in Comal County, Texas, more particularly described as follows, to-wit:

"Tract No. 1: Beginning at a stake at the northeast corner of the intersection of the Seguin Road and the Fredericksburg Road; thence north 18 degrees, 1 minute west, 1,112.61 feet to a stake set on the east line of the Fredericksburg Road; thence north 69 degrees, 10 minutes east, 1,000.91 feet to a stake; thence south 29 degrees, 49 minutes east, 150.64 feet to a stake; thence south 44 degrees, 27 minutes east, 146.63 feet to a stake; thence south 33 degrees, 37 minutes east, 41.54 feet to a stake; thence south 20 degrees, 36 minutes east, 194.82 feet to a stake; thence south 24 degrees, 20 minutes east, 202.08 feet to a stake; thence south 20 degrees, 8 minutes east, 245.70 feet to a stake; thence south 35 degrees, 44 minutes east, 30.10 feet to a stake; thence south 35 degrees, 44 minutes east, 45.42 feet to a stake; thence south 25 degrees, 58 minutes east, 62.42 feet to a stake; thence south 3 degrees 7 minutes east, 128.51 feet to a stake; thence south 7 degrees, 57 minutes east, 169.51 feet to a stake in the north property line of Seguin Street; thence north 89 degrees, 39 minutes west, 1,165.82 feet to the state at the point of beginning.

"Tract No. 2: Beginning at a stake set on the north line of Seguin Street at the southeast corner of Tract No. 1; thence north 7 degrees, 57 minutes west, 169.51 feet to a stake; thence north 3 degrees, 7 minutes west, 128.51 feet to a stake; thence north 25 degrees, 58 minutes west, 62.42 feet to a stake; thence north 35 degrees, 44 minutes west, 45.42 feet to a stake; thence south 83 degrees, 54 minutes east, 94.17 feet to a stake; thence north 6 degrees, 49 minutes east, 244.60 feet to a stake; thence south 83 degrees 9 minutes west, 404.62 feet to a stake; thence south 22 degrees, 50 minutes east, 140.41 feet to a stake; thence south 24 degrees, 24 minutes east, 161.30 feet to a stake; thence north 83 degrees, 9 minutes west, 150 feet to a stake; thence south 73 degrees, 49 minutes west, 141.18 feet to a stake; thence north 87 degrees, 10 minutes west, 16.54 feet to a stake; thence south 56 degrees, 52 minutes west, 35.28 feet to a stake; thence south 3 degrees, 9 minutes west, 140.46 feet to a stake; thence south 80 degrees, 11 minutes west, 15 feet to a stake; thence south 78 degrees, 14 minutes west, 29.08 feet to a stake; thence south 45 degrees, 10 minutes west, 6.90 feet to a stake; thence south 85 degrees, 30 minutes west, 34.95 feet to a stake; thence south 38 degrees, 13 minutes west, 6.98 feet to a stake; thence south 88 degrees, 57 minutes west, 54.38 feet to a stake; thence north 57 degrees, 15 minutes west, 41.51 feet to a stake; thence north 44 degrees, 4 minutes west, 49.48 feet to a stake; thence south 7 degrees, 10 minutes east, 155.30 feet to a stake; thence north 86 degrees, 49 minutes west, 20.81 feet to a stake; thence north 98 degrees, 39 minutes west, 11 feet to a stake at the point of beginning.

"Tract No. 3: This tract shall embrace all those parcels of land and property, together with all, except as hereinafter provided, water rights and water flowage incident thereto, described as follows:

"To the extent that the same are situated within the boundaries of all property and lands now owned by Grantors, all islands and the bed, basin and strips of land 15 feet in width from the water's edge along all banks of all parts of the Comal River, its tributaries, and all springs, lakes and mill race connected or incident thereto, lying and situated within the boundaries of the lands now owned by Grantors, and without the limits of the two preceding tracts described above herein. It is the express intention to hereby convey to

Comal Power Company, its successors and assigns, absolutely and without exception or reservation, except as hereinafter provided, all water and water rights of any and every nature whatsoever, and the right to divert, use and appropriate the same, except as hereinafter provided, to its own exclusive use."

Said deed from Landa Milling Company, et al., to Comal Power Company further covers and conveys various easements, rights and privileges and contains various covenants and conditions, and reference is hereby made to said deed for a full description thereof.

ADDITION TO COMAL PLANT (NOWOTNY)

The parcel of land situated within the corporate limits of the City of New Braunfels, Comal County, Texas, being a part of the Juan Martin Veramendi Survey No. 1, and described as follows: beginning at a point on the south line of North Street, which point is south 59 degrees, no minutes east, 165.0 feet from the intersection of the south line of North Street and the west line of River Avenue; thence south 16 degrees, 28 minutes east, 168.5 feet; thence south 2 degrees, 57 minutes east, 387.0 feet; thence south 46 degrees, 8 minutes east, 94.8 feet; thence north 69 degrees, 56 minutes east, 103.6 feet; thence south 72 degrees, 33 minutes east, 139.65 feet to a stake; thence 59 degrees west, to a stake set on the bank of the Comal River; thence up the meanders at the east bank of the Comal River to a point approximately 15 feet from the place of beginning; thence north 59 degrees east, to the place of beginning, being all that portion of that tract of land conveyed to E. H. Kifer by Albert Nowotny and Minnie Nowotny, by deed dated December 23, 1926, and recorded in Volume 53, pages 260-261, of the Deed Records of Comal County, Texas, save and except that portion of said tract conveyed by E. H. Kifer to South Texas Ice Company, by deed dated the 28th day of February, 1928.

ADDITION TO COMAL PLANT SITE (LOCKE)

The parcel of land within the corporate limits of the City of New Braunfels, Comal County, Texas, described as follows: Beginning at a point 30 feet south 75 degrees, 30 minutes west, from the west property line of the Fredericksburg Road and on the south property line of a new street cut through the south end of the Penshorn property, this point being also on the west line of the 30-foot right-of-way acquired by the San Antonio Public Service Company and on the south line of the new street at the south end of the Penshorn property; thence south 75 degrees, 30 minutes west, 199.34 feet along the south line of the said new street to a stake for the northwest corner of this tract; thence south 14 degrees, 30 minutes east, 1,092.6 feet parallel to and 199.34 feet distant from the west line of the 30-foot right-of-way before mentioned, to a stake for the southwest corner of this tract; thence north 75 degrees, 30 minutes east, 199.34 feet to a stake on the west line of the said 30-foot right-of-way, which point is the southeast corner of this tract; thence along the west line of the said 30-foot right-of-way north 14 degrees, 30 minutes west, 1,092.6 feet to the place of beginning; being 5 acres of land out of the tract of land conveyed to Herman C. Locke by Meta Penshorn by deed dated April 27, 1926, recorded in the Deed Records of Comal County, Texas, in Volume 52, on pages 375-376, to which deed and record thereof reference is particularly made as part of the description of the property herein conveyed; being the same property conveyed by Herman C. Locke and wife, Thekla Locke, to San Antonio Public Service Company by deed recorded in the Deed Records of said Comal County, in Volume 55, pages 433-435.

MISSION ROAD 138 KV SUBSTATION

(a) A parcel of land out of the N. W. corner of a tract of land conveyed by A. Kronkosky to the State Reserve Realty Company by deed dated the 10th day of May, 1934, and appearing of record in Vol. 1427, page 627, of the Deed Records of Bexar County, Texas, the said tract of land lying between Roosevelt Avenue and the Mission Road and 156 feet, more or less, south of the south line of Fairplay Avenue; being the property conveyed to the City of San Antonio by the State Reserve Realty Company by deed recorded in the Deed Records of Bexar County, in Volume 2268, pages 286-288.

(b) The strip of land in San Antonio, Bexar County, Texas, being a part of Lot Six (6), New City Block 3057 of the Roberts Subdivision, according to a map thereof recorded in Vol. 368, at page 175 of the Deed and Plat Record of Bexar County, Texas, conveyed to the City of San Antonio by Ben Wagner by deed recorded in the Deed Records of Bexar County in Volume 2235, pages 280-281.

PACKINGHOUSE SUBSTATION

The west 12-1/2 feet of Lot 158 and all of Lots 159 and 160 in New City Block 6183, in the Southolme Addition, a subdivision of the Old City Lot 1, Range 1, District 7, in the City of San Antonio, Bexar County, Texas, as shown on the plat recorded in Volume 368, page 79, of the Plat Records of Bexar County, Texas; being the same property conveyed to the City of San Antonio by Mrs. Kate McCarthy by deed recorded in the Deed Records of Bexar County, in Volume 2117, page 334, less the east 12-1/2 feet of Lot 158 dedicated for Street purposes.

CULEBRA ROAD SUBSTATION

Lots 3, 4, 23 and 24 in New City Block 2086 in the City of San Antonio, Bexar County, Texas, said lots having a frontage of 67.2 feet on Culebra Avenue and a like frontage on McLeod Street running through the entire block; being the same property conveyed to City of San Antonio by J. C. Rice by deed recorded in Deed Records of Bexar County, in Volume 2181, pages 14-15.

S. P. YARDS SUBSTATION

(a) Lot 2, New City Block 6628, Eastland Heights Subdivision within the corporate limits of the City of San Antonio, Bexar County, Texas; being the property conveyed to City of San Antonio by Walter A. Schneider and wife, Frieda Schneider, by deed recorded in the Deed Records of Bexar County, in Volume 2383, pages 337-338.

(b) Lot 1, New City Block 6628, Eastland Heights Subdivision within the corporate limits of the City of San Antonio, Bexar County, Texas, being the property conveyed to City of San Antonio by Elroy D. McBride and wife, by deed recorded in the Deed Records of Bexar

County, Texas, in Volume 2373, pages 477-478.

NORTH ST. MARY'S STREET SUBSTATION

(a) West half (1/2) of Lot A-4, New City Block 1718, in the City of San Antonio, Bexar County, Texas, being the same property conveyed to Virginia Rodriguez, who is one and the same person as Virginia Rodriguez Hernandez, by deed of record in Volume 2119, at page 465, of the Deed Records of Bexar County, Texas; being the property conveyed to the City of San Antonio by Virginia Rodriguez Hernandez and husband, Simon G. Hernandez, by deed recorded in the Deed Records of Bexar County, in Volume 2495, pages 206-207.

(b) The east one-half (E-1/2) of Lot A-Four (A-4), New City Block 1718, according to the Map of the Assessor of the City of San Antonio, in the City of San Antonio, Bexar County, Texas, situated on the south side of East Russell Place, having a frontage of 55.6 feet and a depth of 130.55 feet, and being the same property conveyed to I. Barenblat by deed recorded in Volume 2318, page 158, Deed Records of Bexar County, Texas; being the property conveyed to City of San Antonio by I. Barenblat by deed recorded in Deed Records of Bexar County, in Volume 2517, pages 464-465.

SAN LUIS STREET SUBSTATION

Lot Eleven (11), Block Seventeen (17), New City Block 8163, Lady of the Lake Addition No. 1 to the City of San Antonio, Bexar County, Texas, according to plat of record in Volume 105, page 349, of the Plat Records of Bexar County, Texas, and being the same property conveyed to Magdalena Cruz Aguilar, by deed dated April 3, 1940, of record in Volume 1747, at page 507, of the Deed Records of Bexar County, Texas; and being the property conveyed to City of San Antonio by Magdalena Cruz Aguilar and husband, Dario Aguilar by deed recorded in Deed Records of Bexar County, in Volume 2499, pages 30-31.

WEST SIDE SUBSTATION

(a) Lots Three (3), Four (4) and Five (5), Block Seven (7), New City Block Eighty Eight Six Three (8863) and Lots Five (5), Six (6), Sixty-three (63) and Sixty-four (64), Block Eight (8), New City Block Eighty Eight Six Four (8864) Villa Del Norte Addition, in Bexar County, Texas; being the property conveyed to City of San Antonio by A. H. Fenstermaker by deed recorded in Deed Records of Bexar County, in Volume 2517, pages 175-176.

(b) Lots Three (3), Four (4), Nine (9), Ten (10), Sixty-one (61) Sixty-two (62), Sixty-seven (67) and Sixty-eight (68), Block Eight (8), New City Block Eight Eight Sixty Four (8864), Villa Del Norte Addition, in Bexar County, Texas; being the property conveyed to City of San Antonio by C. W. Fenstermaker by deed recorded in Deed Records of Bexar County, in Volume 2517 pages 152-153.

(c) Lots One (1), Two (2), Seven (7), Eight (8), Fifty-nine (59), Sixty (60), Sixty-five (65) and Sixty-six (66), Block Eight (8), New City Block Eighty-eight Sixty-four (8864), Villa Del Norte Addition; being the property conveyed to City of San Antonio by L. W. Fenstermaker by deed recorded in Deed Records of Bexar County, in Volume 2517, pages 174-175.

HI-LINE LAND-ALICIA & FIG AVES.

All of Lots One (1) and Two (2), Block Seven (7), New City Block Seventy-four Ninety-three (7493), in the City of San Antonio, Bexar County, Texas, according to a plat of record in Volume 1625, at page 195, of the Map and Plat Records of Bexar County, Texas; being the property conveyed to City of San Antonio by C. W. Fenstermaker by deed recorded in Deed Records of Bexar County in Volume 2569, on pages 45-46.

LOS ANGELES HEIGHTS SUBSTATION

Lot Three (3), Block Three (3), New City Block Sixty-one Hundred Seventy-four (6174), Angeles Terrace Addition, in the City of San Antonio, Bexar County, Texas; described in deed H. E. Butt Grocery Company to City of San Antonio, dated August 11, 1945, filed for record October 3, 1945; being the property conveyed to City of San Antonio by H. E. Butt Grocery Company by deed recorded in Deed Records of Bexar County, in Volume 2163, page 278.

WOODRUFF GAS REGULATOR STATION

The south sixty feet of Lot 17 in Block 4, Montcalm Subdivision, out of the southern portion of Thomas Thatcher Survey No. 24, in Section 2, according to plat recorded in Vol. 642, page 143, of the Deed and Plat Records of Bexar County, Texas, the tract of land herein conveyed fronting 125.91 feet on Avondale Avenue and 60 feet on Woodruff Street; being the property conveyed to City of San Antonio by B. P. Lindsay and wife, Mary Lindsay, by deed recorded in Deed Records of Bexar County, in Volume 2530, pages 510-511.

S. A. A. C. GAS REGULATOR STATION

The parcel of land situated in the County of Bexar, State of Texas, being a plot eighty-five by fifty feet out of Tract 12 of Francisco Rivas Grant No. 1 and the F. F. Morales Survey No. 71, described in deed dated July 2, 1942, executed by E. L. Cook to United Gas Pipe Line Company, recorded in Volume 1907, page 194, Deed Records of Bexar County, Texas; being the property conveyed to City of San Antonio by the United Gas Pipe Line Company by deed recorded in Deed Records of Bexar County, in Volume 2359, pages 535-541.

CEMENTVILLE GAS REGULATOR STATION

The triangular shaped parcel of land containing approximately 0.62 of an acre situated in Bexar County, Texas, west of and near the cement plant of the San Antonio Portland Cement

Company described in deed dated July 13, 1929, executed by San Antonio Portland Cement Company to Latex Gas Company, recorded Volume 1269, pages 183-5, Deed Records of Bexar County, Texas; being the property conveyed to City of San Antonio by the United Gas Pipe Line Company by deed recorded in Deed Records of Bexar County, in Volume 2359, pages 535-541.

HI-LINE LAND OUT OF WEST SIDE SUBSTATION

(a) A strip of land in San Antonio, Bexar County, Texas, being the south thirty (3) feet of the west 1653.27 feet of Tract One (1), New City Block Eighty-six Hundred Forty-three (8643), according to City Assessor's Plats, being a part of Old City Lot Eight (8), Range Five (5), more particularly described in the deed from J. W. Griffith and wife, Ellen Griffith, to the City of San Antonio, recorded in the Deed Records of Bexar County in Volume 2577, pages 398-399.

(b) A strip of land in San Antonio, Bexar County, Texas, described as follows: beginning at a point on the south line of Lot 8, Range 5, District 5, 233.9 varas north, 83 degrees, 45 minutes west, of the south-east corner of said Lot 8, Range 5, District 5; thence north 83 degrees, 45 minutes west, along the south line of said Lot 8, Range 5, District 5, 101.17 varas; thence north 6-1/4 degrees east 30 feet; thence south 83 degrees 45 minutes east, parallel to the south line of said Lot 8, a distance of 101.17 varas; thence south 6-1/4 degrees west 30 feet to the place of beginning and being the north 30 feet of tract of land containing w0 acres, more or less; being the property conveyed by Elvin Weilbacher and wife, Elsie Weilbacher, to the City of San Antonio by deed recorded in the Deed Records of Bexar County, in Volume 2573, pages 280-281.

(c) A strip of land in San Antonio, Bexar County, Texas, described as follows: beginning at the southeast corner of Lot 8, Range 5, District 5; thence north 83 degrees 45 minutes west, along the south line of said Lot 8, Range 5, District 5, 233.9 varas to a stake; thence north 6-1/4 degrees east 30 feet; thence south 83 degrees 45 minutes east, parallel to the south line of said Lot 8, to the east line of said Lot 8; thence south 6-1/4 degrees west along the east line of Lot 8, 30 feet to the place of beginning, and being the south 30 feet of a tract of land containing 46 acres, more or less, described in deed from A. G. Startz to H. R. Hohenberger, recorded in Volume 877, page 21, of the Deed Records of Bexar County, Texas, being the property conveyed by H. R. Hohenberger to the City of San Antonio by deed recorded in the Deed Records of Bexar County, in Volume 2573, pages 417-419.

(d) A strip of land in San Antonio, Bexar County, Texas, consisting of the west thirty (3) feet of Tract One (1), New City Block Eighty-six Hundred forty-three (8643), according to City Assessor's plats, being a part of Old City Lots Eight (8) and Nine (9), Range Five (5), District Five (5), more particularly described in the deed from J. W. Griffith and wife, Ellen Griffith, to the City of San Antonio, recorded in the Deed Records of Bexar County, in Volume 2767, pages 362-364.

JEFFERSON SUBSTATION

All of Lots Fourteen (14) and Fifteen (15), in Block Twenty (20), New City Block Eight Thousand three Hundred Ninety-one (8391), Woodlawn Hills Terraces Subdivision, according to a plat recorded in Volume 980, page 143, Deed and Plat Records, Bexar County, Texas, being the property conveyed by Erwin O. Wesp and wife, Belle C. Wesp, to the City of San Antonio by deed recorded in the Bexar County Deed Records, in Volume 2661, pages 149-151.

JEFFERSON SUBSTATION NC. 2

(a) All of Lot Twenty-eight (28), Block Ten (10), New City Block Eight Thousand Three Hundred Eighty-two (8382), Woodlawn Hills Terrace, having a frontage of sixty-eight feet on Aviation Drive, according to plat recorded in Volume 980, page 143, Deed and Plat Records, Bexar County, Texas.

(b) All of Lot Twenty-seven (27) Block Ten (10), in New City Block Eight Thousand Three Hundred Eighty-two (8382), Woodlawn Hills Terrace, having a frontage of fifty feet on Aviation Drive, according to plat recorded in Volume 980, page 143, Deed and Plat Records, Bexar County, Texas.

HI-LINE LAND- GILL ROAD

A part of Lot 10, County Block 5508, in Bexar County, Texas, same being a subdivision of Old City Lots formerly belonging to the City of San Antonio, Nos. 1, 2 and 3, Range 7, District 3, as shown by plat and record thereof as found in Vol. 105, page 184, Deed Records, Bexar County, Texas. Lot 10 contains 14.52 acres, and the portion thereof herewith conveyed is described by metes and bounds in the deed from Marguerite Starnes Moore and husband, Richard Moore, Starnes Edward Lewis, Fanny E. Starnes, a widow, and Dr. J. G. Selby, to the City of San Antonio, by deed recorded in the Bexar County Deed Records, in Volume 2683, pages 291-293.

THELMA SUBSTATION

The parcel of land consisting of one (1) acre located in Bexar County, Texas, out of Original Survey No. 7 in the name of Dionicio Martinez on the waters of the Medina River, a tributary of the San Antonio River, and more particularly known and described in the deed from Alma Watson, widow of James Watson, to the City of San Antonio, recorded in the Bexar County Deed Records, in Volume 2691, pages 307-308.

AZTEC SUBSTATION

All of Lots 29 and 30, New City Block 6767, situated at the corner of Elmendorf and Aztec Streets within the City of San Antonio, Texas, and being the property conveyed by Leopoldo A. Guzman and wife, Margarita Guzman, to the City of San Antonio by deed recorded

in the Bexar County Deed Records, in Volume 2725, pages 361-362.

SURREY SUBSTATION

All of Lots 23, 24, 25, 26 and 27, New City Block 6067, situated on the north side of Surrey Avenue and being the same property conveyed by Elizabeth Morrissey (also known as Lizzie Morrisy), an adult feme sole, and A. J. Morrissey, Jr., individually and as sole heirs at law of Dr. A. J. Morrissey, deceased, to the City of San Antonio by deed recorded in the Bexar County Deed Records, in Volume 2727, pages 543-544.

BRACKENRIDGE SUBSTATION

All of Lots 25, 26, 27 and 28 in New City Block 1066, in Oakland Terrace, except a triangular tract of land from the Northwest side of the said Lots 25, 26, 27 and 28, being the property conveyed by Dr. Moody's Sanitarium, a corporation, to the City of San Antonio by deed recorded in the Bexar County Deed Records, in Volume 2771, pages 374-375,

AUSTIN ROAD SUBSTATION

The parcel of land located in Bexar County, Texas, on the Klaus Road 250 feet west of its intersection with Rainbow Drive, being all of the tract of 1.39 acres conveyed by Charles W. Balthrope to I. C. Heck and wife, recorded in Vol. 2235, page 20, of the Deed Records of Bexar County, save and except the tract conveyed by I. C. Heck and wife to R. B. Sheffield by deed dated September 4, 1948, recorded in Vol. 2589, page 246, of the Deed Records of Bexar County, Texas.

HAFER ST. SUBSTATION

A parcel of land out of Lot A 23 (not as yet subdivided, which Lot A 23 constitutes a portion of a tract of land bounded on the west side by the Pleasanton Road, on the north by Neal Avenue, on the east by South Flores Street, and on the south by Tommins Avenue, said parcel being the property conveyed by John R. Carson and wife, Annie Carson, to the City of San Antonio by deed recorded in the Bexar County Deed Records, in Volume 2765, pages 332-334.

SELMA ELECTRIC REGULATOR STATION

A portion of a certain 6.3 acres of land, more or less, situated in Guadalupe County, Texas, on the Cibolo Creek, described in deed from Frank M. Waid to Betty Waid Nuckols and Edward E. Nuckols, dated December 13, 1948, and recorded in Vol. 235, page 582, of the Deed Records of Guadalupe County, Texas, the said portion being fully described in the deed executed by Betty Waid Nuckols and husband, Edward E. Nuckols, to the City of San Antonio by deed recorded in the Guadalupe County Deed Records, in Volume 243, pages 386-387.

SANTA CLARA SUBSTATION

Being a part of Lot 7 in New City Block 612 in the City of San Antonio, Bexar County, Texas, described in the deed from Rosalia O. Arismendez, et al., to the City of San Antonio, recorded in the Bexar County Deed Records in Volume 2827, pages 517-519.

SHERIDAN ST. SUBSTATION

Lots Six (6) and Seven (7), New City Block 2549, said property being situated at the southwest corner of City Street and Sheridan Street in the City of San Antonio, Bexar County, Texas, being the same property conveyed by O. Wolf to the City of San Antonio by deed recorded in the Bexar County Deed Records, in Volume 2833, pages 63-64.

BLANCO ROAD SUBSTATION

All of Lot Eighteen (18), Block 24, New City Block 7265, said property being situated on the north side of Elmwood Street in the City of San Antonio, Bexar County, Texas, except the east 10 feet of said Lot 18 (the east line of that portion of Lot 18 hereby conveyed lies parallel to the east line of Lot 18, and is 10 feet west thereof), being the property conveyed by R. L. White & Co. to the City of San Antonio by deed recorded in the Bexar County Deed Records, in Volume 2887, pages 21-22.

PENSHORN PROPERTY

The parcel of land situated within the corporate limits of the City of New Braunfels, in Comal County, Texas, being out of the J. Veramendi Survey No. 1, Abstract No. 2, and being part of the certain tract of land conveyed by Chas. Buehler, et al., to Edmund Peshorn by deed dated November 6, 1905, recorded in Volume 27, pages 547-548, Deed Records of Comal County, Texas, and more particularly described in the deed from Meta Peshorn, a feme sole, to Comal Power Company, recorded in the Deed Records of Comal County in Volume 51, pages 572-573.

CAMP COMAL PROPERTY

The parcels of land in Comal County, Texas, described as follows:

First Tract: Thirty acres of land abutting on the Guadalupe River south of and adjacent to the City of New Braunfels, and more particularly described as follows, to-wit: beginning at a concrete monument from which a hackberry 20 inches in diameter bears north 69 degrees east, 54 feet, said monument being 36.8 feet south 39 degrees, 28 minutes east, from the center of the east end of the 30-foot right-of-way this day purchased from W. Kuehler, et al; thence north 32 degrees, 29 minutes east, 662 feet to a concrete monument; thence north 68 degrees, 9 minutes east, 770 feet to a concrete monument from which a hackberry 6 inches in diameter bears north 72 degrees, 50 minutes east, 63 feet; thence north 6 degrees, 11 minutes west, 1,088 feet to a stake at the water's edge of the Guadalupe River; thence up the river with its meanders 2,000 feet, more or less, to a cypress 8 inches in diameter at the water's edge of the Guadalupe River; thence south 39 degrees, 28 minutes east, at 752.2 feet past the center of the east end of the above mentioned 30-foot right-of-way, and in all 789 feet, to the place of beginning.

Three and sixty-two hundredths acres of land, more or less, adjoining the 30 acres of land above described, being more particularly described as a strip of right-of-way 30 feet wide and 5,259.9 feet long, extending southeasterly from the south line of the city limits of the City of New Braunfels into the Kuehler property, the center line of said strip being described in the deed hereinafter referred to.

The above described property being the property conveyed by Ludgar Kuehler and wife, Hulda Kuehler, et al., to Comal Power Company, by deed dated June 30, 1924, and duly recorded in Book 49, pages 485-487, Deed Records of Comal County, Texas.

Second Tract: Fourteen and forty-two hundredths acres of land abutting on the Guadalupe River, and being a part of the Wm. Kuehler Tract out of the John Thompson Survey No. 21 in Comal County, Texas, and more particularly described as follows: beginning at the east corner of the 30-acre tract heretofore conveyed to the Comal Power Company, a concrete monument from which a hackberry 6 inches in diameter bears north 72 degrees, 50 minutes east, 63 feet; thence south 68 degrees, 9 minutes west along the southeast line of said 30-acre tract, 770 feet to a concrete monument; thence continuing along the southeast line of said 30-acre tract south 32 degrees, 29 minutes west, 662 feet to a concrete monument at the south corner of said 30-acre tract; thence south 39 degrees, 28 minutes east, 31.6 feet to a stake; thence north 32 degrees, 29 minutes east, parallel with and 30 feet distant from the southeast line of said 30-acre tract, 662.1 feet to a stake; thence north 68 degrees, 9 minutes east, parallel with and 30 feet distant from the southeast line of said 30-acre tract, 415 feet to a stake; thence north 82 degrees, 18 minutes east, 356 feet to a stake, which is 117 feet south 21 degrees, 51 minutes east from the concrete monument at the beginning corner; thence north 78 degrees, 20 minutes east at 577 feet a cottonwood tree 30 inches in diameter, and in all 624 feet to the water's edge of the Guadalupe river; thence up the river with its meanders to the north corner of said 30-acre tract; thence south 6 degrees, 11 minutes east along the east line of said 30-acre tract 1,088 feet to the place of beginning, containing 14.42 acres of land.

The abovedescribed property being the same property conveyed by Ludgar Kuehler, et al., to Comal Power Company, by deed dated October 1, 1924, and duly recorded in Volume 50, pages 62-64, Deed Records of Comal County, Texas.

Third Tract: All that certain tract of land situated within the corporate limits of the City of New Braunfels, Comal County, Texas, being known as Lot No. 5 of Subdivision of Acre Lot No. 179, and more particularly described by metes and bounds, as follows, to-wit: Beginning at the northeast corner of Lot No. 11, said beginning point being on Nacogdoches Road, for a distance of 79 feet to the southeast corner of said Lot No. 5; thence north 52 degrees west for a distance of 181 feet to the northeast corner of said Lot No. 5; thence south 38 degrees west for a distance of 70 feet to the northwest corner of said Lot No. 5; thence south 52 degrees east for a distance of 145 feet to the place of beginning.

The above described property having been conveyed by Willie Kuehler and wife to Comal Power Company, by deed dated June 30, 1924, and duly recorded in Book 49, pages 477-478, Deed Records of Comal County, Texas.

P. & M. MILLS PLANT

The P. & M. Mills hydro-electric generating plant and dam and the land upon which same is located, together with the rights appertaining thereto, as follows:

1. A part of the 6.14-acre tract out of the A. M. Esnaurizar 11-League Grant in Comal County, Texas, described in deed from L. Meyer and wife to the Trustees of the P. & M. Mills, dated August 20, 1921, and recorded in book 43, pages 619-621, of the Deed Records of Comal County, Texas, said part being more particularly described by metes and bounds in the deed hereinafter referred to.

2. A part of the 6.14-acre tract out of the A. M. Esnaurizar 11-League Grant in Comal County, Texas, described in deed from L. Meyer and wife to the Trustees of the P. & M. Mills, dated August 20, 1921, and recorded in Book 43, pages 619-621, of the Deed Records of Comal County, Texas, said part being more particularly described by metes and bounds in the deed hereinafter referred to.

3. A part of the John Thompson Survey within the corporate limits of the City of New Braunfels, Texas, more particularly described by metes and bounds in the deed hereinafter referred to.

4. The dam formerly owned by Planters and Merchants Mills, Inc., extending across the Guadalupe River from a point which bears south 45 degrees, 34 minutes east, 852 feet from the west corner of A. M. Esnaurizar 11-League Grant, on the bank of the Guadalupe River in Comal County, Texas, distant in an easterly direction from New Braunfels, Texas, 1-1/2 miles, erected under original Permit No. 590, granted and issued by the Board of Water Engineers to the Planters and Merchants Mills of New Braunfels, Texas, under date of July 31, 1922, together with all riparian rights, water rights and permits, rights of flowage, or to back up water by means of said dam or other water rights, all and any easements of any kind formerly owned by Planters and Merchants Mills, Inc., in any lands, or lots or parcels of land in Comal County, Texas, abutting on said Guadalupe and Comal Rivers.

5. An Easement right-of-way over, across and upon the roadway lying between the west wall of the old Planters and Merchants Mill Building and the Guadalupe River, leading from the Austin-San Antonio Highway to the boiler room of the Old Mill Building, as a permanent and perpetual means of ingress and egress to and from the said power plant and dam site, as hereinafore described.

All of the above being the same land, dam, property, rights, privileges and easements conveyed by H. A. Wagenfuehr to San Antonio Public Service Company, by deed recorded in the Deed Records of said Comal County, Texas, in Volume 60, pages 248-250.

LAECHELIN PROPERTY

The parcels of land containing 45.92 acres of land in Guadalupe County, Texas, being

out of Subdivision No. 88 of the A. M. Esnaurizar Original 11-League Grant, which was conveyed by E. J. Kaechelin and wife, Hulda Laechelin, to Comal Power Company, by deed dated August 22, 1927, and duly recorded in Book 94, pages 371-373, of the Deed Records of Guadalupe County, Texas, in which said deed the property and the easements and rights connected therewith and appurtenant thereto are fully described.

EASEMENT FOR LAECHELIN PROPERTY

The permanent easement conveyed by Edgar J. Laechelin and wife, Hulda Laechelin, to San Antonio Public Service Company, by warranty deed recorded in the Deed Records of Guadalupe County, in Volume 130, on pages 394-395, granting the right of use of a parcel and strip of land 40 feet wide, known and designated as lying along the southwestern side of the tract of land situated about five miles west of Seguin, out of the A. M. Esnaurizar 11-League Grant, in Guadalupe County, Texas, all as fully described in said deed.

MILAM COUNTY COAL RESERVE

All of those certain tracts or parcels of land in Milam County, Texas, being a part of the James Stephens League, Patent 437, Vol. 1, Abstract No. 322, containing Eleven Hundred Seventy-nine and eight tenths (1179.8) acres of land, fully described in the deed of the City of San Antonio from American Coal Company recorded in the Deed Records of Milam County, in Volume 246, page 317.

GERONIMO SUBSTATION

The parcel of land in the County of Guadalupe, in the State of Texas, described as follows: Ten thousand square feet of land, more or less, out of an 124-acre tract located approximately two miles from the town of Geronimo in Guadalupe County, Texas, out of Esnaurizar Grant, described by metes and bounds as follows: beginning at a point at the southeast corner of the A. F. Bease property adjoining the public school; thence north 3 degrees east, 247 feet to a stake set for the southeast corner of the land to be described; thence north 87 degrees west, 100 feet to a stake set for the southwest corner; thence north 3 degrees east, 100 feet to a stake set in the northwest corner; thence south 87 degrees east, 100 feet to the northeast corner to a stake set in the west line of the Geronimo road; thence south 3 degrees west, 50 feet to the Luling high line of the San Antonio Public Service Company; thence continuing south 3 degrees west, 50 feet to the place of beginning.

KINGSBURY SUBSTATION

The parcel of land in the County of Guadalupe, in the State of Texas, described as follows: Twenty-two thousand, five hundred square feet of land, more or less, out of the 213 acre tract located approximately one mile northwest of the town of Kingsbury in Guadalupe County, Texas, out of the J. H. Kuykendall Survey, addid 22,500 square feet of land, more or less, being described by metes and bounds in the deed executed by John Schmidt and wife, Marie Schmidt, to San Antonio Public Service Company, recorded in the Deed Records of Guadalupe County, in Book 97, pages 489-490.

LULING OIL FIELD SUBSTATION

The parcel of land in Guadalupe County, Texas, out of the George Blair Labor of 177 acres, conveyed by R. W. Nickell and wife, Emily A. Nickell, to J. L. Mercer, by deed recorded in the Deed Records of Guadalupe County, in Volume 32, page 47, said parcel consisting of one acre described in the deed executed by J. L. Mercer and wife, Laura A. Mercer, to San Antonio Public Service Company, recorded in the Deed Records of Guadalupe County, in Volume 116, pages 224-225.

SEGUIN SUBSTATION

The parcel of land in Guadalupe County, State of Texas, and a part of the Humphreys Branch League, and being out of the A. Byler Tract, containing one acre, described as follows: beginning at the northwest corner of a plot of ground by Frank Wilson; thence north, 210 feet; thence east, 197-1/2 feet; thence south, 210 feet; thence west 197-1/2 feet to the place of beginning. Being the same property conveyed to Abner Jackson by Fannie Jackson, by deed dated September 10, 1924, as appears of record in Volume 79, on page 401, of the Deed Records of Guadalupe County, to which deed and the record thereof reference is here made.

D'HANIS SUBSTATION

All that certain piece of land in the town of D'Hanis, in Medina County Texas, conveyed by Comal Power Company (by Liquidating Trustees) to San Antonio Public Service Company by deed dated January 1, 1928, and recorded in the Deed Records of said County in Volume 97, page 574, and which is described in said deed as follows

All that certain piece, parcel and block of land lying and being situated in the town of D'Hanis, in Medina County, Texas, Abstract No., 49, Certificate No. 296, Survey No. 441, Burnett D. G., being out of a 15 acre homestead tract owned by Chas. Boog and wife, Helena Boog, the part hereby conveyed being described by metes and bounds as follows, to wit: beginning at the southeast corner of said Boog 15-acre tract for the southeast corner of this piece; thence north along the Boog east line for a distance of 100 feet, turn interior angle of 89 degrees; thence due west for 100 feet, a stake for the northwest corner of this piece, turn interior angle of 91 degrees; thence due south for 100 feet, a stake set for the southwest corner, interior angle 89 degrees; thence east for 100 feet along Boog south line to place of beginning; being the same land conveyed by Charles Boog and wife, Helena Boog, to Comal Power Company by deed dated November 22, 1927, and recorded in Volume 85, pages 467 and 468, of the Deed Records of Medina County, Texas.

MCQUEENEY SUBSTATION

The parcel of land in Guadalupe County, Texas, described as follows, to-wit: beginning at a point 94 feet 4 inches south 45 degrees west of a point in the south boundary line of the right-of-way belonging to the Galveston, Harrisburg & San Antonio Railway Company, said beginning point being 94 feet 4 inches south 45 degrees west of the northwest corner of a tract of land conveyed to Ed. W. Wuest by August Blumberg and wife, Anna Blumberg, by deed dated the 6th day of March, A. D. 1909; thence east 180 feet along the OST highway to a point; thence south 49 degrees, 52 minutes west, 251 feet 9 inches to a point on the south boundary line of said tract of land; thence west 45 degrees north, 125 feet 5 inches to a point; thence north 45 degrees east, 115 feet to the place of beginning, being the same property conveyed by Ed. W. Wuest and wife, Julia Wuest, to the Comal Power Company by deed recorded August 6, 1925, in Guadalupe County Deed, Records Book 86, pages 18-19, and conveyed by Comal Power Company (by Liquidating Trustees) to San Antonio Public Service Company by deed dated January 1, 1928.

BOERNE LAND (KAUFMAN)

All that certain tract of land described as follows, to wit: Lot No. 11 in Block No. 2 Sunrise Addition, in the City of Boerne, Kendall County, Texas, being the same property conveyed by Nathan Kaufman and L. Kaufman to Comal Power Company by deed recorded May 17, 1927, in Deed Records of said County, in Volume 42 on pages 455-456, and conveyed by Comal Power Company (by Liquidating Trustees) to San Antonio Public Service Company by deed dated January 1, 1928.

BOERNE LAND (WALKER)

All that certain tract or parcel of land out of Survey 180, conveyed by L. Walker and wife by Emil P. Stegner by deed recorded in Volume 30, page 298, situated and lying in Kendall County, Texas, and described as follows: beginning at the southeast corner of L. Walker tract; thence north along the east fence line 392 feet to a stake placed for the southeast corner of said land to be used for a substation site; thence north along the east fence for a distance of 100 feet to a stake, thence west by describing an interior angle of 90 degrees a distance of 75 feet to a stake, thence south by describing an interior angle of 90 degrees 100 feet to a stake; thence east 75 feet by describing an interior angle of 90 degrees to the place of beginning; being the same property conveyed by L. Walker and wife to Comal Power Company by deed recorded June 7, 1926, in the Deed Records of said County in Volume 41, on pages 547-548, and conveyed by Comal Power Company (by Liquidating Trustees) to San Antonio Public Service Company by deed dated January 1, 1928.

HONDO SUBSTATION

(a) The parcel of land containing two acres, more or less containing two acres, more or less, conveyed by J. W. Heath, et al., to Comal Power Company by deed recorded June 25, 1926, in Deed Records of Medina County in Volume A-79, on pages 425-427, and therein fully described.

(b) The parcel of land containing one acre, more or less, conveyed by James W. Heath and wife to Comal Power Company, by deed recorded April 28, 1927, in the Deed Records of Medina County, in Volume 83, on pages 264-265, and therein fully described.

FLORESVILLE SUBSTATION

All that certain tract or parcel of land out of the S. and J. Aroscha Grant, in Wilson County, Texas, containing 2 acres of land and described by metes and bounds in the deed from Mrs. M. V. Franklin to the Comal Power Company, recorded in Volume 143, pages 212-214, of the Deed records of Wilson County.

BOERNE SUBSTATION (DALY)

All that certain tract or parcel of land lying and being situated in the Town of Boerne, Kendall County, Texas, in the Wendler and Shrader Addition to said town, and known and described as the east 80 feet of Lot No. 4, according to a plat of said addition recorded in the office of the County Clerk of Kendall County, Texas, in Volume 24, page 405,

BERG'S MILL PROPERTY

The parcels of land in Bexar County, Texas, consisting of:

(a) 2.25 acres of land, more or less, out of the Juan Francisco Gomez Suerte, being on the south side of the South Loop Road situated in Bexar County, Texas, conveyed to H. B. Tennant by deed dated November 21, 1933, from Robert Wensley, Bertha Hattenbach and V. L. Hattenbach said deed being recorded in the Deed Records of Bexar County, in Volume 1379, pages 173-174.

(b) Also all rights and privileges mentioned in said deed as having been reserved to the grantors there in by deed from Frank Ashley, dated July 15, 1898, and recorded in the Deed Records of Bexar County in Volume 177, page 415; also all rights reserved in deed from F. F. Collins to Frank Ashley, et al, dated April 16, 1906, and recorded in the Deed Records of Bexar County in Volume 242, page 617; also all rights established, created or acquired by that certain instrument executed by F. F. Collins, dated June 27, 1914, and recorded in the Water Right Records of Bexar County in Volume 1, page 225.

(c) All land, real estate, improvements, hydor-electric plants, riparian and water rights, easements, highway permits, franchises, rights, privileges, things of value, poles, wires, generators, water wheels, water dams, and property of every kind and character now on the premises, whether real, personal or mixed, conveyed to D. F. Youngblood by deed executed by Herbert B. Tennant and wife, Esther Tennant, and Berg's Mill Utilities Company, a corporation, which deed is dated July 23, 1936, and recorded in the Deed Records of Bexar County, Texas.

GAS PLANT PROPERTY

The parcels of land in the City of San Antonio, County of Bexar, State of Texas, known as New City Blocks Nos. 229 and 230, and including the closed portion of Durango Street lying between the two blocks.

COLLINS GARDENS RIGHT OF WAY

A right-of-way to construct, maintain and operate pipe lines and underground appurtenances thereto on and along a strip of land 15 feet in width, situated in what is known as "Collins Gardens", in the City of San Antonio, Bexar County, Texas, described in the deed to San Antonio Public Service Company from San Antonio Loan and Trust Company, acting as Trustee for F. F. Collins, and by F. F. Collins, recorded in the Deed Records of Bexar County, Texas, in Volume 697, pages 540-542.

WALKER AVENUE METER STATION

The parcel of land in the County of Bexar, State of Texas, described as follows: being a part of lots Nos. 18 and 19, Block No. 4 in Artesian Gardens, an addition to the City of San Antonio, lying west of the right-of-way of the S. A. U & G. RR. Co., fully described in the deed from Hart W. Donnell and wife, Hortense Donnell, to San Antonio Public Service Company, recorded in the Deed Records of Bexar County, in Volume 1051, pages 615-16.

AVONDALE REGULATOR STATION

The parcel of land in the Temple Hill Addition to the City of San Antonio, Bexar County, Texas, as follows: All of Lot No. 22, Block No. 1, of said addition, County Block No. 5575 and also that part of Lot No. 21, Block No. 1, of said addition, described in the deed from Jas. A. McDaniel and wife Alice B. McDaniel, to San Antonio Public Service Company, recorded in the Deed Records of Bexar County, in Volume 1113, pages 519-520.

CAMP BULLIS SUBSTATION SITE

The parcel of land situated approximately three and one-half miles southeast of Leon Springs Railroad Station, Bexar County, Texas, described as follows: beginning at a point known as the S. W. corner of the John B. Muesser tract, which point is 46 feet from east rail of the San Antonio & Aransas Pass Railroad; thence No. 16° 33' W. for a distance of 5.8 feet; thence N. 64° 51' E. for a distance of 45.0 feet; thence N. 82° 52' E. for a distance of 113.0 feet; thence S. 25° 45' E. for a distance of 38.5 feet; thence S. 89° 25' W. for a distance of approximately 155 feet to the place of beginning, being the property conveyed by James F. Jackson and wife, Virginia A. Jackson, to San Antonio Public Service Company by deed dated October 31, 1938, recorded in the Deed Records of Bexar County, in Volume 1667, page 56.

UNDERGROUND CABLE LAND - MISSION ROAD
PLANT TO GRANDVIEW SUBSTATION

All of the parcel of land in San Antonio, County of Bexar, State of Texas, being a part of Lot six (6), New City Block three thousand and Fifty-seven (3056), Roberts Subdivision, according to plat thereof recorded in Vol. 368, page 175, Deed and Plat Records of Bexar County, Texas, being more fully described in the deed from William Buchholtz to San Antonio Public Service Company dated July 31, 1939, recorded in the Deed Records of Bexar County, in Volume 1711, pages 166-67.

MARKET STREET-WEST COMMERCE STREET PROPERTY

The two parcels of land adjoining the river channel cut-off, one located on the west side of the channel cut-off and facing south on West Commerce Street, and the other located on the east side of the channel cut-off and extending between West Commerce Street and Market Street, one conveyed by the City of San Antonio to San Antonio Public Service Company by deed dated March 30, 1940, recorded in the Deed Records of Bexar County, in Volume 1749, pages 569-70, and the other conveyed by the City of San Antonio to San Antonio Public Service Company by deed dated March 30, 1940, recorded in the Deed Records of Bexar County, in Volume 1759, pages 37-38.

CAMP TRAVIS HIGHLINE LAND.

All of Lots 6 and 23, and the east 10 feet of Lot 5, and the east 10 feet of Lot 11 in Block 2, City Block 1558, in Grandview Addition, Section 2, San Antonio, Bexar County, Texas, being the property conveyed by John Cotter Sullivan to San Antonio Public Service Company by deed dated April 4, 1940, recorded in the Deed Records of Bexar County, in Volume 1753, pages 212-213

CLEVELAND COURT SUBSTATION

The southwest 17 feet, more or less, of Lot 19, and all of Lot 20, and the Northeast 33 feet more or less of Lot 21, (excluding the parcel or strip of land 25 feet in width of the entire southwest side of said northeast 33 feet of Lot 21) in Block 8 of the Madeleine Terrace Subdivision in said City of Alamo Heights, Bexar County, Texas, said property fronting on Cleveland Court, being the property conveyed by the living heirs of Sam Maverick, deceased, to San Antonio Public Service Company by deed dated April 3rd., 1940, recorded in the Deed Records of Bexar County in Volume 1759, pages 622-624.

SOUTH SAN ANTONIO SUBSTATION SIDE

All of Lots Nos. 1 to 8, inclusive, and Lots Nos. 11, 24, 25, 26, 27 and 28 in Block No. 8, in Columbia Heights, a subdivision in Bexar County, Texas, as shown by the plat of said subdivision of record in the records of Deeds and Plats of Bexar County, Texas, in Volume 105, pages 14 and 15, except the south 75 feet of said Lots 24, 25 and 26.

HARLANDALE SUBSTATION SITE

All of Lot 10 of Block 36 in Harlandale Gardens Addition (third filing) to the City of San Antonio, Bexar County, Texas, and that certain strip of land out of Tract E. of the Harlandale Gardens, as shown by the plat thereof of record in Volume 642, page 192, of the map and Plat Records of Bexar County, Texas, lying between the south line of Lot 10, Block 36, of said subdivision and the Pyron Road, being a portion of said tract E as would be cut off and included between an extension of the east and west line of said Lot 10, to an intersection with the said Pyron Road.

HOT WELLS SUBSTATION SITE

All of Lots 10 and 11, Block 1, County Block 557f, in Temple Hills addition to the City of San Antonio, according to plat recorded in Volume 368, page 180, Plat Records of Bexar County, Texas.

HI-LINE LAND-GRANDVIEW TO SOUTH SAN ANTONIO

All the following parcels of land in Bexar County, Texas, to wit: (a) A parcel of land 50 feet in width in City Block 1568, being on the southwest side of property owned by the San Antonio Belt & Terminal Railroad Company and having a frontage of 50.3 feet on Roland or Ogden Street and a frontage of 66.6 feet on K. Street.

(b) A triangular parcel of land out of Lots 1 and 2, City Block 1571, City of San Antonio, beginning at the southeast intersection of Hallie Street and K. Street; thence east 78.25 feet; thence in a southwesterly direction 117.4 feet to a point on the east side of Hallie Street 90.0 feet from the place of beginning; thence 90.0 feet from the place of beginning; thence 90.0 feet from Hallie Street to the place of beginning.

(c) A portion of Lots 1, 2 and 3 in City Block 1573; beginning at a point on the east side of Clark Avenue 3.96 feet north of the southwest corner of said Lot 1; thence north along the east side of Clark Avenue 146.04 feet to the southeast intersection of Clark Ave., and Swanee Street; thence east along Swanee Street 128.6 feet; thence in a southwesterly direction 192.9 feet to the place of beginning.

(d) A strip of land out of City Block No. 1572 in the City of San Antonio, Bexar County, Texas, running in a south-westerly direction through Block 1572, cutting Lots 10, 8, 8 and 7, the south line of this strip beginning on West P.L. Hallie Street at a point 142.9' north of the S. E. corner of Block 1572 and ending at a point on the north P.L. of Swanee at a point 127.8' west of the S. E. corner of Block 1572.

HI-LINE- SAN ANTONIO TO NEW BRAUNFELS NO. 2

A parcel of land out of the R. Patton Survey No. 1, Bexar County Block No. 5011, and being 35 feet in width along the west line of a tract of land containing 44.44 acres of land conveyed by Deborah B. Talcott, et al., to Albert Grona by deed dated December 20th, 1935, recorded in the deed records of Bexar County, Texas, in Volume 1507, page 501.

LAUREL HEIGHTS TERRACE PROPERTY

The parcel of land consisting of the north 100 feet of Lots Twenty (20) Twenty-one (21) and Twenty-two (22), in Block Twelve (12), in New City Block Three Thousand Ninety-six (3096) in Laurel Heights Terrace, situated in the City of San Antonio, in Bexar County, Texas, according to plat recorded in Vol. 105, pages 170-171, of the Deed and Plat Records of said County; the line dividing the north 100 feet of said lots from the remaining portion of said lots runs parallel with the north line of Lot 19 in said City Block.

CITY VIEW PROPERTY

All of Lot 12, Block 19, County Block 4026, in City View Addition to the City of San Antonio, Bexar County, Texas.

RIGHTS AND APPURTENANCES

(1) All contracts between the City and the suppliers of electricity and of gas for the Systems in force on the date hereof and which may hereafter be entered into, assigned to or acquired by the City.

(2) All corporate, municipal and other franchises, grants, rights, permits, consents, privileges, easements, licenses, ordinances, rights-of-way, and all rights and immunities of the City of every kind, description and character, howsoever conferred or acquired and whether now owned or hereafter acquired as a part of the Systems.

(3) All real property and interests in real property, lands, rights-of-way, easements, licenses, leaseholds, consents, permits, and all power and gas contracts, street lighting contracts, and other rights with respect to the construction, maintenance, repair and operation of properties constituting the systems now owned or hereafter acquired by the City, and any additions thereto or extensions thereof;

(4) All property which at any time hereafter, by delivery or by an indenture supplemental hereto, may be conveyed, mortgaged or pledged to the Indenture Trustees, or either of them, hereunder by the City or by a successor thereto, or by anyone in its behalf or with its written consent as and for additional security hereunder; the Indenture Trustees and each of them being hereby authorized at any and all times to receive any such conveyance, mortgage, pledge or delivery and to hold and apply any such property upon and subject to the terms and provisions hereof or of any such supplemental indenture; and

(5) All and singular the buildings, improvements, additions, accretions, ways, alleys, passages, rights-of-way, waters, water-courses, easements, rights, liberties, privileges, licenses, tenements, hereditaments and appurtenances, whatsoever belonging or in anywise appertaining or hereafter to belong or appertain, unto any and all of the premises hereby granted or intended so to be; and the reversion and reversions, remainder and remainders, and the incomes, rents, issues and profits thereof, and of every part and parcel thereof; and all of the estate, right, title, interest, property, claim and demand of every nature and kind whatsoever of the City in and to the same, and every part thereof.

TO HAVE AND TO HOLD all and singular the said premises and property, real, personal and mixed, with all and singular their revenues, rents, issues, profits, privileges and appurtenances, and all the estate, right, title and interest of the City therein and thereto, unto the said Indenture Trustees and their successors in trust forever;

IN TRUST NEVERTHELESS, subject to the provisions of this Trust Indenture, for the equal and proportionate benefit, security and protection of all holders of the bonds and interest coupons issued or to be issued under and secured by this Indenture, without preference, priority or distinction as to lien or otherwise of any bond over any other bond by reason of priority in the issuance or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other reason whatsoever, so that each and all of said bonds shall have the same rights, lien and privileges under this Indenture; PROVIDED HOWEVER, and these presents are upon the express condition, that if the City, its successors and assigns, shall well and truly pay or cause to be paid unto the holders of said bonds the principal and interest due thereon at the times and in the manner stipulated therein and shall well and truly keep, perform and observe all the covenants and conditions in said bonds and in this Indenture expressed to be kept, performed and observed by the City and shall pay all sums of money due or to become due in accordance with the terms and provisions hereof, then this Trust Indenture and the rights and estate

hereby granted shall cease, determine and be void, and the Indenture Trustees in such case on demand of the City, upon payment by the City to the Trustees of their reasonable fees, costs and expenses, shall execute and deliver to the City such deed as shall be requisite to discharge the lien hereof and to reconvey or revert in the City the properties hereby conveyed or intended to be conveyed; OTHERWISE this Trust Indenture is to be and shall remain in full force and effect.

THIS TRUST INDENTURE FURTHER WITNESSETH that the City has agreed and covenanted, and does hereby agree and covenant with the Indenture Trustees and respective holders from from time to time of bonds and coupons issued hereunder as follows:

ARTICLE 1

FORM, AUTHENTICATION, REGISTRATION AND ISSUANCE OF BONDS

SECTION 1. The bonds and the coupons attached thereto to be initially issued hereunder shall be in substantially the forms hereinafove recited, and shall be in the aggregate principal amount of Twenty-six Million, Three Hundred Thousand Dollars (\$26,300,000.00)

All bonds to be secured hereby shall be signed by the Mayor of the City, shall be attested by the City Clerk, shall have the corporate seal of the City impressed thereon, and when so signed and sealed, the bonds shall be submitted to the Attorney General of the State of Texas for approval and to the State Comptroller for registration. After the bonds have been approved by the Attorney General and registered by the State Comptroller, they shall be delivered to the Corporate Trustee for signature and authentication as herein provided.

In case any officer or officers who shall have signed any of the bonds shall cease to be such officer or officers of the City after delivery of such bonds to the Corporate Trustee, but before the bonds so signed shall have been actually authenticated and delivered to the purchasers thereof, such bonds may nevertheless be authenticated and delivered as though the person or persons who signed or sealed such bonds have not ceased to be such officer or officers of the City.

The coupons to be attached to the bonds shall be signed by the facsimile signature of the Mayor and City Clerk in office at the time of the preparation of the bonds, and delivery of such bonds thereafter shall be valid for all purposes even though one or both of said officials shall have ceased to hold office at the time of delivery.

Prior to the authentication of bonds under this Indenture all matured coupons thereto attached shall be detached and cancelled coupons shall be delivered to the Board of Trustees.

SECTION 2. Only such bonds as shall have endorsed thereon the duly executed certificate of the Corporate Trustee substantially in the form hereinabove set forth shall be entitled to any lien or benefit hereunder, but such certificate of the Corporate Trustee upon any bond shall be conclusive evidence that such bond has been duly authenticated and delivered hereunder and that the holder is entitled to the benefit of the trust hereby created.

SECTION 3. The bonds issued hereunder shall be transferable by delivery unless registered as to principal by the Corporate Trustee as Bond Registrar. Said Trustee shall maintain at its office a registration book in which shall be entered the name and address of any owner of a bond or bonds who shall present his bond or bonds with a request that such bond or bonds be registered as to principal, and such registration shall also be noted on such bond or bonds by said Trustee. On presentation to the Corporate Trustee of any bond registered pursuant to the provisions of this section, accompanied by a written instrument of transfer in form approved by said Trustee and executed by the registered owner in person or by his attorney thereunto duly authorized, transfer thereof shall be made on the registration book and noted on such bond by said Trustee, and after registration of any bond as aforesaid no transfer shall be valid unless made as above provided. The registered owner of any bond so registered as to principal shall be entitled to have such bond discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored, but any such bond shall continue subject to successive registrations and transfers as before. Registration of any bond as to principal shall not affect the negotiability of the coupons appertaining to such bond and all coupons shall continue to be transferable by delivery merely and shall remain payable to bearer.

SECTION 4. In case any bond issued hereunder with the coupons appertaining shall become mutilated or be lost, stolen or destroyed prior to the payment thereof, a new bond, including coupons, of like tenor and date and bearing the same number may at the discretion of the City and the Corporate Trustee be executed, certified and delivered either in exchange for and upon cancellation of the mutilated bond and its coupons, or in substitution for the bond or coupons lost, stolen or destroyed, but such exchange or substitution shall be made only upon receipt of satisfactory evidence of the loss, theft, or destruction of such bond and its coupons, proof of ownership thereof, satisfactory indemnity to the Corporate Trustee and the City, and payment of the cost of preparing such bond and coupons.

ARTICLE 11

SPECIAL COVENANTS

SECTION 1. The City is duly authorized under the laws of the State of Texas to create and issue the bonds and to execute and deliver this Indenture and to mortgage and pledge the property conveyed and mortgaged hereunder and to pledge the revenues pledged hereunder, and all necessary action on the part of the City and its Board of Commissioners for the creation and issue of the bonds and the execution and delivery of this Indenture has been duly and effectively taken, and the bonds in the hands of the holders thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

SECTION 2. The City is lawfully seized and possessed of the trust estate, free and clear of all liens or encumbrances; it has a good right and lawful authority to mortgage and pledge the trust estate as provided in this Indenture; and it will warrant and defend unto the Indenture Trustees, their respective successors and assigns, for the benefit of the holders of the bonds, the trust estate and the lien and interest of the Trustees thereon and therein under this indenture, against all claims and demands of any persons whomsoever.

SECTION 3. At any and all times the City will duly execute, acknowledge and deliver, or cause to be done, executed and delivered, all and every such further acts, deeds, conveyances, mortgages, transfers and assurances in law as the Indenture Trustees or either of them shall reasonably require for the better conveying, transferring, mortgaging and pledging and confirming unto the Indenture Trustees, all and singular the hereditaments, premises, estates and property hereby conveyed, transferred, mortgaged, pledged or assigned, or intended so to be.

SECTION 4. The holder or holders of the Refunding Bonds issued hereunder are and shall be subrogated to the general lien of the holder or holders of the bonds refunded hereby as particularly conferred and prescribed in the Trust Indenture dated August 1, 1942, between the City of San Antonio and Harris Trust and Savings Bank of Chicago, Illinois, and Harold Eckhart of Evanston, Illinois, as Indenture Trustees, recorded in Volume 1946, pages 1 to 73, inclusive, of the Deed of Trust Records of Bexar County, Texas.

SECTION 5. The City will not, except as specifically permitted by the provisions of this Indenture, create or voluntarily permit to be created any debt, lien or charge which would be on a parity with or prior to the lien of this Indenture on the trust estate or any part thereof or on the income to be derived from the trust estate and from the operation of the City's complete electric light and power system and gas distribution system or any part thereof; and will not do or omit to do or suffer to be done or omitted to be done any matter or thing whatsoever whereby the lien of this Indenture or the priority of such lien or the bonds at any time hereby secured might or could be lost or impaired; and that it will pay or cause to be paid or will make adequate provision for the satisfaction and discharge of all lawful claims and demands for labor, materials, supplies or other objects which if unpaid might by law be given precedence to or an equality with this Indenture as a lien or charge upon the trust estate or any part thereof or the income and profits thereof; provided that nothing in this section shall require the City to pay, discharge or make provision for any such lien, charge, claim or demand so long as the validity thereof shall be by it in good faith contested, unless thereby, in the opinion of the Corporate Trustee, the trust estate or some material part thereof will be lost, forfeited or materially endangered.

The provisions of this section are subject to the exception that the board of Trustees may borrow from time to time on a purely temporary basis, such sums as would ordinarily be borrowed by private companies engaged in similar business in connection with current operations, and expected to be paid and retired from current revenues received during the fiscal year in which such sums are borrowed.

SECTION 6. The City will cause this Indenture and any and all supplemental indentures and instruments of further assurance at all times to be recorded and filed in such manner and in such places as may in the opinion of counsel for the Corporate Trustee be required by law in order fully to preserve and protect the rights of the bondholders and the Indenture Trustees hereunder, and upon the request of the Corporate Trustee it will furnish to said Trustee promptly after the execution and delivery of this Indenture an opinion of counsel satisfactory to said Trustee stating that in the opinion of such counsel this Indenture has been properly recorded and filed so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that in the the opinion of such counsel no such action is necessary to make such lien effective.

SECTION 7. The City, acting through the Board of Trustees, will from time to time promptly pay and discharge out of the revenues of the Systems all taxes, assessments and other governmental charges, the lien whereof would be prior to the lien hereof, lawfully imposed upon the trust estate or any part thereof or upon the income and proceeds thereof, so that the lien of this Indenture and the priority of such lien shall at all times be wholly preserved, provided, however, that nothing in this section contained shall require the City to pay or discharge any such tax, assessment or governmental charge so long as the validity thereof be by it in good faith contested, unless thereby in the opinion of the Corporate Trustee or its counsel the trust estate or some material part thereof will be lost, forfeited or materially endangered.

SECTION 8. The City, acting through the Board of Trustees, will maintain, preserve and keep the trust estate in a state of good repair, working order and condition and will not dispose of the trust estate in whole or in part except in the manner and upon the terms provided in Article VII hereof.

SECTION 9. The City, acting through the Board of Trustees, will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture, and will punctually perform all duties with reference to the trust estate required by the Constitution and laws of the State of Texas, including particularly the making and collecting of such reasonable and sufficient rates and charges for electricity, gas and services supplied by its electric light and power plants and system and gas distribution system, to the City and to all other consumers, adjusting such rates and charges from time to time in such manner as will render the same reasonable but at the same time fully sufficient to meet all the requirements of this Indenture, it being expressly hereby covenanted and agreed that such rates and charges will be so fixed that the revenues derived therefrom will be sufficient at all times to pay for all operating, maintenance, depreciation and replacement costs and interest charges and principal maturities, and to maintain the Bond Reserve account and the various funds as provided in this Indenture, and to fully carry out all of the agreements contained in this Indenture and any supplemental Indenture hereto.

SECTION. 10. To the extent the City may legally so covenant, the City agrees that it will not grant a franchise for the operation of any competing electric system or gas system in the City of San Antonio until all bonds issued hereunder shall have been retired.

ARTICLE 111

ACCOUNTS AND RECORDS

SECTION. 1. The City, acting through the Board of Trustees, shall keep full and proper books of record and account, in which full, true and proper entries will be made of all dealings, business and affairs of the City which in any way affect or pertain to the operation of the trust estate and the City's electric light and power plants and system and gas distribution system, and will furnish to the Corporate Trustee and to such bondholders as may request such statement, at least once every six months and at such other times as the Trustee may reasonably request, statements in reasonable detail showing the earnings and expenses of the City's electric light and power plants and system and gas distribution system, including the trust estate and the application of funds in the General Account hereinafter established, for the preceding six months period. Said Board will also furnish to the Trustee from time to time such other data as to the plants, properties and equipment comprising a part of the trust estate as the Corporate Trustee shall reasonably request.

SECTION 2. As soon after the close of each fiscal year as may reasonably be done, said Board of Trustees will furnish to the Corporate Trustee and to all bondholders who

may so request full audits and reports covering the operations of the Systems for the preceding fiscal year, and showing the earnings and expenses of the properties and the disposition made of all revenues for said fiscal year, the amounts available for the purposes set forth in Article V hereof, and, in such detail as the Corporate Trustee may request, the assets, liabilities and financial condition of the Systems at the close of such operating year. The Board of Trustees at the same time shall furnish to said Trustee an estimate of earnings and expenses for the ensuing year in sufficient detail to indicate the probable total net income from operations and amounts available for the several funds and accounts established herein. If any such audit discloses any discrepancies or misapplication of funds, the Board of Trustees shall be charged with the duty of rectifying such misapplications as far as possible and of remedying any deficiencies in payments hereunder from the first funds available for such purpose.

SECTION 3. The Board of Trustees will, out of revenues of the trust estate, upon written request of the governing body of the City or either of the Indenture Trustees, permit the governing body of the City and the Indenture Trustees, or either of them, at all reasonable times, by their agents, engineers, accountants and attorneys, to examine and inspect the plants, property, books of account, records, reports and other data relating to the trust estate and to take copies and extracts therefrom, and will afford a reasonable opportunity to make any such examination and inspection and will furnish the Indenture Trustees and the governing body of the City any and all such other information as they may reasonably request. The Indenture Trustees shall be under no duty to make any such examination unless requested so to do by the holders of the twenty-five per cent inprincipal amount of the bonds at the time outstanding and unless such holders shall have offered the said Trustees security and indemnity satisfactory to it against any costs, expenses and liabilities which might be incurred thereby.

SECTION 4. The Board of Trustees shall, so far as practicable and to the extent consistent with the provisions of this Trust Indenture, keep its books and records in the manner prescribed in the Uniform System of Accounts for Electric Utilities adopted by the National Association of Railroad and Utilities Commissioners on November 10, 1936, and in the Uniform System of Accounts for Gas Utilities adopted by said Association on November 10, 1936.

ARTICLE IV. INSURANCE

SECTION 1. The City covenants and agrees that all times it will insure and keep insured through the Board of Trustees all properties subject to the lien hereof which are of a character usually insured by private corporations and cities operating like properties, such insurance to be written in good and responsible insurance companies, against risks customarily insured against by private corporations and cities engaged in similar business activities, and in the same manner and to the same extent, all loss therefrom (except any single loss which does not exceed \$25,000) being payable to the Corporate Trustee by the customary mortgagee or trustee clauses to be attached to or inserted in the policies. The Board of Trustees shall furnish to the Corporate Trustee a list of such policies, showing the character of the insurance, the property and risk covered, the name of the insurance company, and other pertinent details, and shall keep said Trustee fully informed of any change in or addition to such list. Upon the written request of said Trustee such policies will be deposited with it. Said Trustee, subject to the provisions of Article IX hereof, shall be under no obligation or duty to obtain any such schedule and shall have no duty or responsibility with respect to the sufficiency or effect of any of such policies of insurance, the renewal thereof, or the responsibility of the insurers, or with respect to any such schedule or the matters shown therein, except to display any such schedule to any holder of bonds desiring to inspect the same.

In case of loss or damage to any of the insured property, the proceeds of any such insurance on any one loss amounting to not more than \$25,000 shall either be promptly applied by the Board of Trustees to the repair or replacement of the property destroyed or damaged, or otherwise to the improvement of the mortgaged property, or if not so applied within two years of the date of receipt thereof by the Board of Trustees, such proceeds shall be deposited and used for the redemption of bonds as an addition to redemption funds provided for in Section 6 of Article V hereof. In any case where the proceeds of any such insurance shall amount to a sum in excess of \$25,000 on account of any one loss, all such moneys shall be promptly deposited with the Corporate Trustee and shall be paid out from time to time to the Board of Trustees upon written request of the Board, signed by its Chairman or Vice Chairman and its Secretary, accompanied by a certified copy of the resolution of the Board directing such request, and specifying that certain expenditures have been made or incurred in repairing or replacing the property so impaired or destroyed, and the amount thereof, and requesting the payment by said Trustee to the Board of Trustees of an amount not in excess of the amount of such expenditures. If the judgment of the Board of Trustees and of a licensed engineer selected by the Board of Trustees and approved by the Corporate Trustee, the intersects of the City and the bondholders will be best served through the application of all or part of such insurance proceeds to improvements to the mortgaged property which do not constitute the repair or replacement of the property for the destruction or impairment of which the insurance proceeds are so paid, the amount of such proceeds to the extent permitted by law, may be applied by the Board of Trustees to the making of such improvements, and payment thereof shall be made to the Board of Trustees by the Corporate Trustee and expended in the manner provided in the last preceding sentence hereof. The Corporate Trustee may in its

discretion require such additional proof of the matters certified in such resolution as it may consider necessary or desirable. Any insurance proceeds not so paid out by said Trustee within a period of two years from the date of the receipt thereof shall be added to the redemption fund provided for in Section 6 of Article V hereof and used for the redemption of bonds as therein provided.

Any adjustment of any loss under any policy of insurance made by the Board of Trustees may be consented to by the Corporate Trustee without investigation as to the fairness thereof.

ARTICLE V.

APPLICATION OF REVENUES

SECTION 1. During the time any bonds issued under this Indenture remain outstanding, the properties constituting the City's Electric generating, transmission and distribution system and gas distribution system (including all of the properties and facilities of every kind constituting the "Trust Estate") shall be operated on the basis of a fiscal year commencing on February 1 of each year and ending on the following January 31st.

SECTION 2. All revenues of every nature received through the operation of the systems shall be deposited as received in a general fund or account to be known as the "City of San Antonio Electric and Gas System General Account," hereinafter referred to as the "General Account." Revenues received for the General Account shall be deposited from time to time as received in such bank or banks as may be selected by the Board of Trustees as the depository or depositories of funds received and administered by the Board of Trustees, such bank or banks being hereinafter collectively referred to as the "Depository." The bank or banks in which such funds are kept on deposit shall at all times be a bank or banks located in the City of San Antonio unless there is no bank in the City of San Antonio qualified and willing to serve as depository, in which case the Depository may be any bank or banks in the State of Texas selected by the Board of Trustees. The Board of Trustees shall advise the Corporate Trustee of the names of the bank or banks selected as Depository from time to time. If for any reason, in its sole discretion, the Corporate Trustee shall disapprove the appointment of any bank or banks for such purpose and shall so advise the Board of Trustees, the Board of Trustees shall promptly appoint some other bank or banks which meet with the approval of the Corporate Trustee.

SECTION 3. Funds in the General Account shall be used from day to day and month to month to pay the current expenses of operating, maintaining and repairing the systems, including the cost of insurance the purchase and carrying of stores, material and supplies the purchase, manufacture and production of gas and electricity for distribution and resale, the payment of salaries and the payment of all other expenses properly incurred in operating and maintaining the systems and keeping them in good repair and operating condition. The system of accounts referred to in Section 4 of Article III hereof shall govern in determining whether any particular expenditure represents an operating and maintenance expense or a capital expenditure for extensions and additions to the systems. In the event that at any time hereafter taxes of any nature shall be lawfully imposed on the systems, or any part thereof, or any income or revenues thereof, by the United State of America or any governmental body or taxing subdivision other than the City of San Antonio, and such taxes are paid under the provisions of Section 7, Article II hereof, all such payments shall be made from the General Account as an expense of operation under the provisions of this section. All funds used prior to the date of this Indenture for the carrying of stores, materials and supplies shall be permanently retained in the General Account for such purpose and additional funds shall be added thereto out of revenues from time to time to the extent necessary for carrying such stores, materials and supplies, and there shall be retained in the General Account at the end of each fiscal year funds in such an amount as may be required to meet unpaid accounts and obligations which have accrued or are payable during the year, as necessary operating funds to insure the continued operation of the systems.

SECTION 4. After providing for the cost of operations, maintenance and repairs and extensions provided for by Article 1113 Revised Civil Statutes of Texas as amended, and the retention of necessary operating funds and funds for carrying stores, materials and supplies in accordance with the provisions of Section 3 of this Article V, the next available funds in the General Account shall be used for and the same are hereby pledged to the payment of the principal and interest on bonds issued hereunder and the maintaining of a reserve for such purpose, and the Board of Trustees shall cause to be paid to the Corporate Trustee in due time in each year such amounts as will be fully sufficient to promptly pay all principal of and interest on bonds issued hereunder which will become due on August 1 of such year, and February 1 of the next succeeding fiscal year. The funds in the "San Antonio Electric and Gas Revenue Bonds Reserve Account" held by the Corporate Trustee under the Indenture dated August 1, 1942 shall become and constitute upon the effective date of the Trustee Indenture the "San Antonio Electric and Gas Systems Bond Reserve Account" (hereinafter referred to as the "Reserve Account") under this Trust Indenture to be used by the Corporate Trustee solely for the payment of principal and interest on bonds secured hereby falling due at any time when there would be a default if funds in the Reserve Account were not used for such purpose. During any period of time when the total amount of funds in said Reserve Account is less than the amount which would be sufficient to pay all principal and interest on bonds theretofore issued hereunder which will become due during the fiscal year immediately succeeding the close of the current year, the Board of Trustees shall pay to the Corporate Trustee an additional amount for addition to said Reserve Account equal to twenty per cent of the total payments otherwise to be made to the Corporate Trustee to meet interest and principal accruing and payable during the fiscal year on all bonds then outstanding and unpaid. Such added payments for said Reserve Account shall cease when said fund has reached the said one fiscal year's requirements as above provided.

The payments required to be made to the Corporate Trustee in this section shall be made as nearly as possible in equal monthly installments in each fiscal year on or before the tenth day of each month, provided that if the tenth day shall fall on a Sunday or holiday the payment may be made on the next succeeding secular day. The "Reserve Account" and the monthly payments to meet next maturing interest coupons and bond maturities shall be kept as separate accounts. The funds necessary to meet maturing interest coupons and bonds shall be forwarded by the Corporate Trustee to the paying agent just prior to each maturity.

SECTION 5. From the next available funds in the General Account after the payments, provisions for payments and additions to funds and accounts to the full extent required in Sections 3 and 4 of this Article V have been made, there shall be paid into the General Fund of the City of San Antonio, for general City use, the sum of \$531,000, as a reimbursement for the loss of taxes which the City would receive were the Systems privately owned, for the fiscal year ending January 31, 1952, and a like payment shall be made in each fiscal year thereafter as hereinafter provided. Said payment of \$531,000 for the first fiscal year is based upon the value of fixed capital assets of the Systems located within the city limits of the City of San Antonio as of January 31, 1951 being \$35,000,000 and the payment to be made in each fiscal year after the first fiscal year shall be in said sum of \$531,000 increased or decreased by the ratio by which the value of fixed capital assets within the City limits of the City of

San Antonio is increased or decreased above or below the said \$35,000,000 as at the end of the preceding fiscal year. The term "value of fixed capital assets" as used in this Section 5 and in Section 6 of this Article V shall mean the original cost of physical plant, including real estate and equipment, constituting the electric and gas systems (but excluding all cash funds and accounts) after deducting, at original cost, all actual retirements of property and all accrued depreciation at rates established in conformity with the accounting provisions contained in Article III of this Trust Indenture, and all questions of cost, property retirements and depreciation shall be determined by the accounts and records kept by the Board of Trustees in accordance with said Article III of this Indenture. To the extent such remaining funds as provided above are sufficient, such payments in lieu of taxes shall be made in equal monthly installments. The obligation to pay such annual sums into the General Fund of the City shall be cumulative and if in any fiscal year the money in the General Account after meeting all requirements of Sections 3 and 4 of this Article V shall be insufficient to pay in full the sums so due for such year, so much thereof as may be available shall be paid and the deficiency shall be paid from the first available funds in the succeeding fiscal year or years after meeting all prior requirements of Sections 3 and 4 of this Article V.

SECTION 6. That from the next available funds in the General Account after the payments, provisions for payments and additions to funds in full accordance with the provisions of Sections 3, 4 and 5 of this Article V shall be made there shall be paid into a fund to be known as the "Electric and Gas System Improvements and Contingencies Fund" (hereinafter called the "Improvements and Contingencies Fund") and annual sum equal to not less than twelve and one-half (12 1/2%) per cent of the gross revenues of the systems to be used (a) for extensions, additions and improvements to the Systems (b) to meet contingencies of any kind in connection with the operation, maintenance, improvement, replacement or restoration of property, and (c) the payment of bonds or other obligations for which other funds are not available. To the extent money in the General Account is sufficient for meeting the provisions of Paragraph 3 to 5, inclusive, of this Article V, the transfers or payments into said Fund shall be made in monthly installments. After setting aside and providing for said minimum amount of twelve and one-half (12 1/2%) per cent of gross revenues of the systems to be placed in said Fund as above specified, there shall be paid from the remaining revenues in the General Account after the end of each fiscal year into the General Fund of the City a sum sufficient to reimburse the City for all money which has been paid to the Board of Trustees during such fiscal year for gas and electric services of the systems used by the City for municipal purposes during such fiscal year. To the extent that such remaining funds are sufficient, such payments may be made in quarterly or semi-annual installments based upon payments previously made for such services. All funds remaining in the General Account of the Board of Trustees after making of such reimbursement, including all allowances for depreciation, shall be placed in the said "Electric and Gas System Improvements and Contingencies Fund" until such fund, after all disbursements and charges for the purposes above specified have been made, amounts to twenty (20%) per cent of the value of fixed capital assets as shown by the audited statement of the Systems. If at the close of any fiscal year any funds falling into said Improvements and Contingencies Fund result in increasing it above twenty (20%) per cent of the value of fixed capital assets as shown by the audited statement as of the end of the fiscal year, such excess shall be retained in a fund to be known as the "Electric and Gas Systems Surplus Fund." The moneys in the Surplus Fund shall be used by the Board of Trustees either (a) for the reduction of either electric rates or gas rates or both commencing in the next fiscal year and extending for such times the funds will permit, or (b) for the redemption of so many of the last maturing bonds then eligible for redemption prior to maturity, as the available funds are sufficient to retire, such bond retirements to be made out of such fund only when funds available for such purpose reach the amount of \$1,000,000 or more. In the event moneys in the Surplus Fund are used by the Board of Trustees in the reduction of rates, the Board of Trustees shall in each year transfer all or so much of the Surplus Fund to the General Account of the Board as it may deem necessary, based on the advice of rate engineers for the Board, to offset or aid in offsetting the loss of revenues during the succeeding fiscal year or years due to such rate reductions. All funds remaining unused upon the effective date of this Trust Indenture in the "San Antonio Electric and Gas Systems Renewal and Replacement Fund" and the "Contingencies Fund" under the Trust Indenture dated August 1, 1942 shall be placed in and constitute a part of the Improvements and Contingencies Fund created under the provisions of this Trust Indenture.

SECTION 7. All interest received by the Board of Trustees and the Corporate Trustee upon funds of the system or upon bonds or other securities in which such funds may be invested in accordance with the provisions of this Trust Indenture, except interest received on the Bond Reserve Account, shall be paid annually into the General Account and dealt with as a part of the revenues of the system. Interest received on the Bond Reserve Account may, at the discretion of the Board of Trustees, be used for payment of bond interest and principal from time to time. All funds in the possession of the Board of Trustees under the Trust Indenture dated August 1, 1942 and not specifically dealt with and allocated by the provisions of this Trust Indenture shall, upon the effective date of this Trust Indenture, become funds to be administered by the Board of Trustees hereunder for the same purposes and uses to which the same have been dedicated under said prior Trust Indenture. All moneys and funds held in any of the accounts and special funds provided for in this Indenture shall be held as trust funds and accounts for the benefit of the holders of the bonds issued hereunder and moneys and funds in all of said accounts and funds shall at all times, to the extent practicable, be adequately secured by or, as to money in the Reserve Account, invested in United States government bonds or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, or by indemnity bonds of surety companies qualified as surety for United States government deposits. All securities and indemnity bonds taken or standing as security for such money or funds shall be subject to the approval of the Board of Trustees. The Board of Trustees shall make a monthly report to the Corporate Trustee specifying the amounts held in each of the funds on deposit in the Depository and listing the securities and indemnity bonds standing as security for such deposits, and the Corporate Trustee, may, but need not, require such additions and substitutions to be made in such securities and indemnity bonds as in its opinion is necessary to protect the interest of the holders of the bonds. Moneys and funds at any time held in the Improvements and Contingencies Fund may, at the discretion of the Board of Trustees, be invested in securities which are either direct obligations of the United States of America or direct obligations of any State or municipality in the United States of America which are eligible for the investment of trust funds under the laws of either the State of Texas or the State of New York then in force, or which are direct obligations of Bexar County, Texas, the City of San Antonio, Texas, or the San Antonio Independent School District.

SECTION 8. At the close of each fiscal year all accounts and funds of the Systems shall be balanced and adjusted and such transfers, distribution and adjustments made as will cause all revenues and income for the year to be applied and held in accordance with the provisions of this Article V, and the Board of Trustees shall at the close of each operating year cause an audit of the Board's accounts and operations to be made by or under the supervision of independent certified public accountants selected by the Board of Trustees.

ARTICLE VI
MANAGEMENT

SECTION 1. Pursuant to the authority contained in Article 1115, Revised Civil Statutes of Texas, 1925, as amended, the complete management and control of the systems during such time as any bonds issued hereunder are outstanding and unpaid shall be vested in a Board of Trustees consisting of five citizens of the United State of America permanently residing in Bexar County, Texas, to be known as the "City Public Service Board, of San Antonio." Said Board is referred to in this Trust Indenture as the "Board" and the "Board of Trustees". The Mayor of the City of San Antonio shall ex officio be one of the members of the Board of Trustees, and the remaining members of the Board of Trustees shall consist of Walter F. Napier, to serve for a term ending January 31, 1953; Willard E. Simpson, to serve for a term ending January 31, 1955; James H. Calvert, to serve for a term ending January 31, 1957; and John M. Bennett, Jr., to serve for a term ending January 31, 1959; each term of office to commence with the date of this Trust Indenture. All vacancies in membership on the Board, whether occasioned by expiration of term of office or otherwise, shall be filled by the majority vote of the remaining members of the Board of Trustees. No person who is related within the second degree of consanguinity or affinity to any member of the Board of Trustees or any person who shall have been a member of the Board of Trustees within a period of five years prior to the election shall be eligible for election as a member of the Board. The term of office of each member elected to the Board, after the initial terms of the members named above, shall be five years. A person who has served as a member of the Board either for an initial term as above specified or a single five-year term by virtue of election by the Board of Trustees, shall be eligible to be re-elected for one additional five-year term, and one only. A member who is elected to the Board to serve out an unexpired portion of a retired member's term shall not be considered to have served a "term" unless the unexpired portion of the term so served is three years or more. Permanent removal of residence from Bexar County by any member of the Board shall vacate his office as a member of the Board, and any member of the Board, other than the Mayor of the City, who shall be continuously absent from all meetings held by the Board for a period of four consecutive months shall, unless he shall have been granted leave of absence by the unanimous vote of the remaining members of the Board, be considered to have vacated his office as a member of the Board. Any member of the Board other than the Mayor of the City may, by unanimous vote of the remaining members of the Board, be removed from office, but only for adequate cause.

Except as otherwise specifically provided in this Trust Indenture, the Board of Trustees shall have absolute and complete authority and power with reference to the control, management and operation of the system and the expenditure and application of the revenues of the system subject to the provisions contained in this Trust Indenture, all of which shall be binding upon and shall govern the Board of Trustees. In connection with the management and operation of the systems and expenditure and application of the revenues therefrom, the Board of Trustees shall be vested with all of the powers of the City with respect thereto, including all powers necessary or appropriate for the performance of all of the covenants, undertakings and agreements of the City contained in this Trust Indenture, and shall have full power and authority to make rules and regulations governing the furnishing of electric and gas service to customers and for the payment of the same, and for the discontinuance of such services upon failure of customers to pay therefor, and to the extent authorized by law, shall have full authority with reference to making of extensions, improvements and additions to the systems and the acquiring by purchase or condemnation of properties of every kind in connection therewith.

The Board of Trustees shall elect one of its members as Chairman and one as Vice Chairman of the Board and shall appoint a Secretary and a Treasurer, or a Secretary-Treasurer, who may, but need not be, a member or members of the Board. If a member of the Board of Trustees is not appointed as Secretary or Treasurer, or Secretary-Treasurer, then an employee or employees of the Board whose duties in the operation of the systems require performance of similar duties may be appointed as Secretary or Treasurer, or Secretary-Treasurer. The Board of Trustees may follow and adopt such rules for the orderly handling of its affairs as it may see fit and may manage and conduct the affairs of the systems with the same freedom and in the same manner ordinarily employed by the Board of Directors of private corporations operating properties of a similar nature.

The Board of Trustees shall appoint and employ all officers and employees which it may deem desirable, including a General Manager of the system and an attorney or attorneys. No officer or employee of the Board of Trustees may be employed who shall be related within the second degree of consanguinity or affinity to any member of the Board of Trustees.

The Board of Trustees shall obtain and keep continually in force an employees' fidelity and indemnity bond of the so-called "blanket" type, written by a solvent and recognized indemnity company and covering losses to the amount of not less than One Hundred Thousand Dollars (100,000).

The members of the Board of Trustees, other than the Mayor of the City, shall receive annual compensation in the amount of Two Thousand (\$2,000.00) Dollars, except that the Chairman of the Board shall receive annual compensation in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars.

The members of the Board of Trustees shall not be personally liable, either individually or collectively, for any act or omission not willfully fraudulent or in bad faith.

ARTICLE VII

POSSESSION AND RELEASE OF PROPERTY

Section 1. While not in default in the payment of principal or interest on any of the bonds secured hereby, or in respect of any of the covenants, agreements or conditions in this Indenture contained, the City, through the Board of Trustees, shall be permitted and suffered to possess, use and enjoy the trust estate and all property and appurtenances, franchises and rights conveyed by this Indenture (except money or property, if any, expressly required to be deposited with the Corporate Trustee) and to receive and use the revenues, rents, issues, income, produce and profits thereof with power in the ordinary course of business freely and without let or hindrance on the part of the Indenture Trustees or of the holders of the bonds, to use and consume supplies; to alter, repair, dismantle and change the position of any of its buildings and structures, plants, mains, pipe lines, poles, wires, conduits or other property whatsoever (provided that no such change shall impair the lien of this Indenture upon any such building, structure, plant, main, pipe line, pole, wire, conduit, or other property); to replace and renew any of its

equipment, machinery or other property; and to acquire any and all rights, easements and contracts in connection therewith and release any rights, easements and contracts which are abandoned.

SECTION 2. The City from time to time, through the Board of Trustees, while in possession of the trust estate shall be suffered and permitted without any release from or action of the Indenture Trustees or either of them, to sell, exchange or otherwise dispose of, free from the lien of this Indenture, (1) any of its equipment, machinery, fixtures, apparatus, appliances, tools, implements, or other chattels at any time subject to the lien hereof which may have become worn out or unserviceable, disused, undesirable or unnecessary for use in the conduct of its business, replacing the same by, or substituting for the same, other property of equal value to the City, which shall forthwith become, without further action, subject to the lien of this Indenture, and (2) any materials, merchandise equipment and supplies in the ordinary course and conduct of its business; provided, however, that upon the sale or other disposition of such property to the value of \$10,000 or more in any one calendar month, the Board of Trustees shall cause to be filed with the Corporate Trustee a certificate describing such property, stating that such property has become worn out, unserviceable, undesirable or unnecessary for use in the conduct of its properties and that such disposition thereof will not impair the operating integrity of the properties, and stating also the consideration received from such sale or other disposition thereof and the use made or to be made of such consideration.

SECTION 3. So long as the City is not in default hereunder the City may sell or otherwise dispose of any real property and improvements thereon mortgaged or covered by this Trust Indenture and the Corporate Trustee shall release the lien and encumbrances of this Trust Indenture upon such property, but only upon the receipt by the Corporate Trustee of a certificate signed by a majority of the members of the Board of Trustees and by an independent licensed engineer stating in substance; (1) that the proposed sale price of the property to be released represents the then fair value of the property to be sold; (2) that the City is not, to the knowledge of the signers of the certificate, in default in the performance of any of the terms or covenants of this Trust Indenture, or any indenture supplemental thereto, or any of the bonds secured thereby; and (3) that the release of the property will not, in the opinion of the signers, be prejudicial to the interest of the bondholders and that the property to be released is not, or will not at the date of delivery or surrender of possession thereof be necessary to the proper and economical operation of the systems.

The money received from the sale of such released property shall be held and used by the Board to the extent permitted in law for the purchase of additional property deemed by the Board necessary or advantageous to the system, and unless such money is used in such purchase of property within two years of the time received, the same shall be used for the redemption prior to maturity of as many of the bonds as may be redeemed with such money in the manner and as a part of the redemption fund provided for in Section 6, Article V of this Trust Indenture. All additional property purchased or acquired under the provisions of this section shall immediately upon such purchase or acquisition become subject to the lien of this Indenture.

ARTICLE Vlll

ISSUE OF ADDITIONAL BONDS

SECTION 1. In addition to the "City of San Antonio Electric and Gas Revenue Refunding Bonds" dated February 1, 1951, initially issued hereunder, the City may issue additional bonds from time to time for improvements and extensions in a total amount not to exceed fifty (50%) per cent of net property additions to the systems made subsequent to January 31, 1951, subject to the compliance by the City with all of the terms, conditions and restrictions contained in this Article Vlll. Said additional bonds shall be designated "San Antonio Electric and Gas Systems Revenue Improvement Bonds, Series _____" (the series to be designated by the year of issue) hereinafter called "Improvement Bonds". Such bonds shall be equally secured by this Trust Indenture with like effect as if they had been executed, authenticated and delivered simultaneously with the Refunding Bonds initially issued hereunder on the date of this Indenture; and, except for changes necessary to comply with and conform to the provisions of this Article Vlll, shall contain substantially the same provisions and covenants and be in substantially the same form and shall be issued, authenticated and delivered in the same way as the Refunding Bonds initially issued hereunder. Such Improvement Bonds shall be payable only out of the revenues of the systems and shall mature serially over a period ending not earlier than the date of the last maturity of bonds theretofore issued hereunder, and such bonds shall bear interest at not to exceed the maximum rate then provided by the laws of Texas applicable to such bonds, which interest shall be evidenced by coupons attached to said bonds.

SECTION 2. From time to time after the date of this Indenture the City may, to the extent then permitted by the law of Texas issue and sell such additional Improvement Bonds and the Corporate Trustee shall authenticate and deliver the same to or upon the order of the City, subject to the furnishing by the City of the following;

(1) A duly certified copy of an ordinance authorizing the issuance, execution and delivery of the Improvement Bonds and setting out and authorizing the execution of a Supplemental Indenture in conformity with the provisions of this Article Vlll securing the same.

(2) A certificate signed by a majority of the members of the Board of Trustees and an independent licensed engineer, which certificate shall be dated and reflect certified facts as of a date not over ninety days prior to the date of furnishing the same, stating in substance:

(a) That the City, acting through the Board of Trustees, has since January 31, 1951 purchased, constructed or otherwise acquired property additions to the systems, which property additions shall be described in the certificate, or in an instrument furnished therewith, in reasonable detail; the cost or the fair value (whichever is less) of said property additions not theretofore made the basis for the issuance of Improvement Bonds under this Article Vlll (hereinafter called "unbonded property"); that such unbonded property additions were and are desirable and useful as additions to the systems and to the proper conduct of the systems; the cost or fair value (whichever is less) of all

property retirements consisting of unbonded property additions made subsequent to January 31, 1951; and the cost or fair value (whichever is less) of the net unbonded property additions made subsequent to January 31, 1951 (such "net unbonded property additions" being the unbonded property additions less retirements of said unbonded property additions to the date of the certificate), and the certificate shall show that such cost or fair value (whichever is less) is equal to at least two times the principal amount of the series of Improvement Bonds then to be issued hereunder;

(b) That no portion of such net property additions or other property constituting the "Systems" is subject of any lien or encumbrance of any kind other than the lien and encumbrance of this Trust Indenture and of Supplemental Indentures made in accordance with the provisions of this Trust Indenture and that none of such net property additions has been theretofore used as the basis of the issuance of additional Improvement Bonds hereunder;

(c) That no default has occurred in the payment of any bonds theretofore issued under or in accordance with this Trust Indenture or (within the knowledge of the signers) in the performance of any of the covenants or conditions of this Trust Indenture or any Supplemental Indenture hereto, except such default has theretofore been completely cured to the satisfaction of the Corporate Trustee:

(d) That during each of the three preceding fiscal years the total revenues of the systems have been in an amount sufficient to meet all of the requirements of Sections 3, 4 and 5 of Article V of this Trust Indenture and the minimum requirements of twelve and one-half per cent (12 1/2%) of the gross revenues of the Systems for the "Improvements and Contingencies Fund" and to reimburse the General Fund of the City for all money paid to the Board of Trustees during such fiscal year for gas, electricity and service of the system used by the City for municipal purposes all as provided in Section 6 of Article V of this Indenture, and to leave an amount of revenues in addition thereto equal to two times the greatest total amount of interest and principal payments to become due in any fiscal year upon the series of Improvement Bonds to be issued and upon bond theretofore issued and then outstanding under this Indenture and any supplemental indenture hereto.

(3) The opinion of a licensed attorney or attorneys selected by the Board of Trustees and acceptable to the Corporate Trustee (who may be an attorney or attorneys regularly employed by the Board of Trustees) stating in substance that in the informed opinion of such attorney or attorneys:

(a) That the Improvement Bonds of the series to be issued and the ordinance and procedures in connection with the issuance thereof, including the Supplemental Indenture providing for the series of Improvements Bonds, are in accordance with the provisions of this Trust Indenture and are fully authorized under all applicable Constitutional and legal provisions and that upon the delivery of and payment for the bonds by purchasers that the same shall constitute the legal and binding special obligations of the City in accordance with their terms;

(b) That all necessary and proper steps and proceedings with reference to the issuance of said series of Improvement Bonds have taken place and have been taken in accordance with the provisions of this Trust Indenture and the then applicable law; and

(c) That the City has good title to the property additions described in the Supplemental Indenture executed in connection with the issuance of the series of Improvement Bonds and that the said property additions and the revenues therefrom have been fully pledged to the payment of bonds issued under this Trust Indenture and that this Trust Indenture and indentures supplemental thereto create a valid first and superior lien on said property additions and the revenues of the systems in accordance with their terms.

The opinion with reference to the aforesaid matters may be expressed in one or more opinions by different licensed attorneys selected by the Board of Trustees and acceptable to the Corporate Trustee.

SECTION 3. Upon compliance by the City with the foregoing provisions of this Article VIII the Corporate Trustee shall authenticate and deliver the Improvement Bonds to such person or persons as may be designated in the ordinance of the City authorizing the issuance, execution and delivery of the same.

SECTION 4. Improvement Bonds of a series subsequent to the first series of Improvement Bonds issued hereunder shall be issued only against net property additions to the Systems made subsequent to the date of the certificate for bonds of the preceding series and not used as the basis for the issuance thereof. The term "unbonded property" as used in this Article VIII is used for the sole purpose of differentiating property additions which may be used as the basis for issuing additional Improvement Bonds and shall not be construed as limiting the lien or operation of this Indenture as respects such property additions.

SECTION 5. The term "independent licensed engineer" used in this Article VIII and in Article VII of this Indenture shall be construed to mean a person licensed or permitted under the laws of the State of Texas to practice as an electrical or civil engineer in the State of Texas. Such engineer shall be selected by the Board of Trustees and shall be acceptable to the Corporate Trustee. Such acceptance by the Corporate Trustee shall be evidenced by its acceptance of a certificate signed by the engineer.

SECTION 6. The entire proceeds from the sale of any series of Improvement Bonds, less the costs and expenses of issuance and sale, shall be paid over to the Board of Trustees and placed in a special fund to be known as the "Bond Construction Fund" to be used from time to time by the Board of Trustees for the sole purpose of making additions and extensions to the systems. No purchaser or holder of any of the bonds issued hereunder shall be put on inquiry with reference to nor shall the validity of any bonds issued hereunder be affected by the failure of the City or the Board of Trustees to so use such funds.

SECTION 7. The legal right of the City to issue any series of Improvement Bonds under the provisions hereof shall be determined under the law as the same exists at the time of the issuance and delivery of such series of Improvement Bonds and the fact that there may be a legal restriction or impediment upon the issuance of said bonds upon the date of this Trust Indenture shall not in any way affect the right of the City to subsequently issue such bonds providing full compliance is made with the provisions of this Trust Indenture and the law as to the same exists at the time of the issuance of any series of such bonds hereunder.

ARTICLE IX
DEFAULTS AND REMEDIES

SECTION 1. For the purpose of this Indenture and any indenture supplemental hereto the following events are hereby defined as and are declared to be "events of default":

(a) Default in the due and punctual payment of any interest on any bond or bonds and the continuance thereof for a period of ninety (90) days after written notice thereof by the Corporate Trustee to each member of the governing body of the City of San Antonio and to each member of the Board of Trustees, stating that payment has been demanded and default made.

(b) Default in the due and punctual payment of the principal of any of the bonds at maturity thereof and the continuance thereof for a period of ninety (90) days after written notice thereof by the Corporate Trustee to each member of the governing body of the City of San Antonio and to each member of the Board of Trustees, stating that payment has been demanded and default made.

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the City to be kept, observed and performed contained in this Indenture or any indenture supplemental hereto, or in the bonds, and continuation of such default for a period of ninety (90) days after written notice thereof by the Corporate Trustee to each member of the governing body of the City of San Antonio and to each member of the Board of Trustees.

(d) The institution of bankruptcy proceedings, either voluntary or involuntary, under any State or Federal statute, whereby the City's duty to carry out all of the covenants and agreements in this Indenture or any supplemental indenture might be in anywise affected.

Any notice herein provided to be given to a member of the governing body or the City Clerk, or to a member of or the Secretary of the Board of Trustees shall be deemed sufficiently given if sent by registered mail with postage prepaid to the person to be notified, addressed to him at the post office in the City of San Antonio. The Corporate Trustee may give any such notice in its discretion and shall give such notice if requested so to do by the holders of not less than twenty per cent (20%) in principal amount of the bonds at the time outstanding.

Wherever the term "bonds" is used in this article and elsewhere in this Trust Indenture, unless the context clearly indicates otherwise, the same shall be taken to refer to any bonds issued under this Indenture or any indenture supplemental thereto.

SECTION 2. Upon the happening of any event of default as defined in Section 1 of this article, the Corporate Trustee shall, but only upon the written request of the holders of not less than sixty per cent (60%) in principal amount of the bonds then outstanding hereunder, and upon being indemnified to its satisfaction, by notice in writing to the Secretary of the Board of Trustees and to the City Clerk, to be sent as provided in Section 1 hereof, declare the principal of all bonds then outstanding hereunder to be due and payable immediately, and upon any such declaration the said principal shall become and be due and payable immediately, anything in this Indenture or in the said bonds to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said bonds shall have been declared due and payable and before any sale of the trust estate shall have been made, all arrears of interest upon all such bonds, with interest upon all past due installments of interest at the rate borne by the bonds, and all past due principal of the bonds, together with the reasonable charges and expenses of the Indenture Trustees, their agents, attorneys and counsel, shall be paid by the City, and after all other defaults which may have occurred shall have been remedied or cured to the satisfaction of the Trustee, then and in every such case, the holders of sixty per cent (60%) in principal amount of the bonds then outstanding may, by notice in writing given to the Corporate Trustee, and to the City Clerk and the Secretary of the Board of Trustees in the manner provided in Section 1 of this article, waive such default and its consequences, and rescind such declaration, but no such waiver or rescission shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

SECTION 3. Upon the happening of any event of default as defined in Section 1 of this article, the Indenture Trustees or either of them, personally or by their attorneys or agents, may to the extent permitted by law enter into and upon and take possession of all the trust estate and each and every part thereof and exclude the City and the Board of Trustees, or its agents, servants and employees, wholly therefrom, and have, hold, use operate, manage and control the same, and each and every part thereof, and in the name of the City or otherwise, as they shall deem best, conduct the business thereof and exercise the franchises pertaining thereto and all the rights and powers of the City, and use all of the then existing property, materials, current supplies, stores, and other assets for that purpose, and at the expense of the trust estate from time to time maintain, restore, insure and keep insured the properties, plants, equipment and apparatus provided or required for use in connection with such business, and likewise from time to time, at the expense of the trust estate, make all such necessary or proper repairs, renewals and replacements and all such useful alterations, additions, betterments and improvements as to them may seem judicious, and collect and receive all rates, earnings, income, rents, issues, profits and revenues of the same and of every part thereof, and after deducting therefrom the expense of operation and all expenses hereunder and all other outlays

herein authorized, and all payments which may be made as just and reasonable compensation for their own services, and for the services of their attorneys, agents and assistants, and the rest and residue of the moneys received by the Trustees, or either of them shall be applied as follows:

(1) In case the principal of none of the bonds shall have become due, to the payment of the interest in default, in order of the maturity of the installments of such interest, with interest on the overdue installments thereof at the same rates, respectively, as were borne by the bonds on which such interest shall be in default, such payments to be made ratably to the parties entitled thereto without discrimination or preference.

(2) In case the principal of any of the bonds shall have become due by declaration or otherwise, first to the payment of the interest in default, in the order of the maturity of the installments thereof, with interest on overdue installments thereof at the same rates, respectively, as were borne by the bonds on which such interest shall be in default, and next to the payment of the principal of all bonds then due, such payments to be made ratably to the parties entitled thereto without discrimination or preference.

In case all of such payments, and payment of whatever may be payable for any other purpose required by any provision of this Indenture, shall have been made in full and no suit to foreclose or enforce this Indenture shall have been begun or sale made as herein-after provided, and upon compliance with all other provisions of this Indenture as to which the City shall be in default, the Indenture Trustees, after making such provision as to them may seem advisable for the payment of the next maturing installment of interest to fall due upon the bonds, shall restore the possession of the trust estate (other than any cash at the time required to be held by the Corporate Trustee hereunder) to the Board of Trustees.

SECTION 4. Upon the happening of any event of default as defined in Section 1 of this Article, if the principal of all of the bonds outstanding hereunder shall have been properly declared due and payable as provided in Section 2 of this Article, and whether or not the remedies authorized by Section 3 of this Article shall have been pursued in whole or in part, the Indenture Trustees, or either of them may cause this Indenture to be foreclosed and the trust estate to be sold, and may proceed to protect and enforce the rights of the Indenture Trustees and the bondholders hereunder in such manner as counsel for said Trustees shall advise, whether for the specific performance of any covenant, condition, agreement or undertaking herein contained, or in aid of the execution of any power herein granted, or for the enforcement of such other appropriate legal or equitable remedies as may in the opinion of such counsel be more effectual to protect and enforce the rights aforesaid. The Indenture Trustees shall take any such action or actions if requested so to do by the holders of at least sixty per cent (60%) in principal amount of the bonds then out standing hereunder.

SECTION 5. Upon the happening of any event of default as defined in Section 1 of this Article, and if the principal of all of the outstanding bonds shall have been declared due and payable as provided in Section 2 of this Article, then and in every such case, and whether or not the remedies authorized by Section 3 of this Article shall have been pursued in whole or in part, the Indenture Trustees, or either of them, shall, but only upon the written request of the holders of not less than sixty per cent (60%) in principal amount of the bonds then outstanding hereunder, with or without entry, sell to the highest bidder the trust estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, at any such place or places, and at such time or times and upon such notice and terms as the Trustee acting may fix and specify and as may be required by law. In case of such sale of any of the property subject to this Indenture, notice of such sale shall first be given by publication in at least one daily newspaper published in the City in which the sale is to be made at least once a week for four successive weeks next preceeding such sale, and by like publication in at least one daily newspaper published in the City of New York New York, and by the giving of any other notices which may be required by law, and upon such sale the Trustees may make and deliver to the purchaser or purchasers a good and sufficient deed or deeds for the same, which sale shall be a perpetual bar both at law and in equity against the City and all persons and corporations lawfully claiming or to claim by, through or under it. No purchaser at any such sale shall be bound to see to the application of the purchase money or to inquire as to the authorization, necessity, expediency of regularity of any such sale. Nevertheless, the City, if so requested by the acting Trustee, shall ratify and confirm any sale or sales by executing and delivering to the acting Trustee or to such purchaser or purchasers all such instruments as may be necessary or in the judgment of the acting Trustee proper for the purposes which may be designated in such request.

Such notice of sale shall state that the City has granted to the purchaser of the mortgaged property a franchise for the operation thereof for a period of twenty years dating from such purchase.

SECTION 6. In the event of any sale, whether made under the power of sale hereby granted and conferred or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the whole of the trust estate shall be sold in one lot as an entirety, unless such sale as an entirety is impossible or impracticable by reason of some statute or otherwise.

SECTION 7. The acting Trustees may from time to time adjourn any sale to be made by them hereunder by announcement at the time and place of such adjourned sale, and without further notice or publication except as otherwise required by law may make such sale at the time and place to which the same may be so adjourned.

SECTION 8. In case an event of default as defined in Section 1 of this Article occurs, and if all of the bonds outstanding hereunder shall have been declared due and payable as provided in Section 2 hereof, and in case a bill in equity shall be filed or any other judicial proceeding commenced to enforce any right of the Indenture Trustees or of the bondholders under this Indenture or otherwise, then as a matter of right, the acting Trustee shall be entitled to the appointment of a receiver of the trust estate and of the earnings, income or revenues, rents issues and profits thereof with such powers as the court making such appointment may confer.

SECTION 9. In case the Indenture Trustees, or either of them, shall have proceeded to enforce any rights under this Indenture by foreclosure, sale, or otherwise, and such proceedings shall have been discontinued or superseded or shall have been determined adversely to said Trustee or Trustees, then and in every such case the City and the Indenture Trustees shall be restored to their former respective positions and rights hereunder in respect of the trust estate, and all rights, remedies and powers of the Indenture Trustees and the bondholders shall continue as though no such proceedings had been taken.

SECTION 10. In case of any such sale of any such sale of the trust estate, any bondholder or bondholders or committee of bondholders, or either Trustee, may bid for and purchase such property and upon compliance with the terms of sale may hold, retain possession and dispose of such property as the absolute right of the purchaser or purchasers without further accountability and shall be entitled, for the purposes of making settlement or payment for the property purchased, to use and apply any bonds hereby secured and any interest thereon due and unpaid, whether or not such interest be evidenced by coupons, by presenting such bonds and coupons in order that there may be credited thereon the sum apportionable and applicable thereto out of the net proceeds of such sale, and thereupon such purchaser or purchasers shall be credited on account of such purchase price payable by him or them with the sum apportionable and applicable out of such net proceeds to the payment of or as credit on the bonds and coupons so presented.

SECTION 11. The proceeds of any judicial or other sale of the trust estate, together with any funds at the time held by the Corporate Trustee and not otherwise appropriated, shall be applied as follows:

First: To the payment of the costs, expenses, fees and other charges of such sale and a reasonable compensation to the Indenture Trustees, their agents and attorneys, and to the discharge of all expenses and liabilities incurred and advances or disbursements made by said Trustees hereunder.

Second: Any surplus then remaining to the payment of the whole amount then due or unpaid upon the bonds issued hereunder and then outstanding for principal and interest, with interest on overdue principal and overdue installments of interest at the same rates, respectively, as were borne by the bonds whereof the principal or installments of interest may be overdue, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid, then to the payment of such principal and interest ratably according to the aggregate amount due on all bonds then outstanding without preference or priority of principal and interest ratably according to the aggregate amount due on all bonds then outstanding without preference or priority of principal over interest or of interest over principal.

Third: Any surplus then remaining to the City or whomsoever shall be lawfully entitled thereto.

SECTION 12. In case of a sale under any of the foregoing provisions of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings, the principal of all bonds issued hereunder and then outstanding, if not previously due, shall immediately thereupon become due and payable, anything in said bonds or in this Indenture, or any supplemental indenture to the contrary notwithstanding.

SECTION 13. The remedies herein conferred upon or reserved to the Indenture Trustees or to the holders of bonds hereby secured are not intended to be exclusive of any other remedy, by each remedy herein provided shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, and every power and remedy hereby given to said Trustees or to the holders of bonds issued hereunder may be exercised from time to time as often as may be deemed expedient. No delay or omission of said Trustees or of any holder of bonds issued hereunder to exercise any power or right arising from any default hereunder shall impair any such right or power (unless the exercise of such right or power, shall become barred by law) or shall be construed to be a waiver of any such default or to be acquiescence therein.

SECTION 14. Anything in this Indenture contained notwithstanding the holders of sixty per cent (60%) in principal amount of bonds hereby secured and then outstanding shall have the right by an instrument or instruments in writing delivered to the Indenture Trustees to direct and control said Trustees as to the method of taking any and all proceedings for any sale of any or all of the trust estate, or for the foreclosure of this Indenture, or any supplemental indenture, or for the appointment of a receiver, and may at any time cause any proceedings authorized by the terms hereof to be so taken or to be discontinued or delayed; provided, however, that such holders shall not be entitled to cause said Trustees to take any proceedings which in their opinion, or the opinion of the one acting, would be unjustly prejudicial to non-assenting bondholders.

SECTION 15. No holder of any bond or coupon issued hereunder shall have any right as such holder to institute any suit, action or proceeding for the foreclosure of this Indenture or for the execution of any trust hereunder, or for the appointment of a receiver, or for any other remedy hereunder, all rights of action hereunder being vested exclusively in the Indenture Trustees, unless and until such holder shall have previously given to said Trustees written notice of a default hereunder and of the continuance thereof, and also unless the holders of the requisite principal amount of the bonds then outstanding shall have made written request upon said Trustees and shall have afforded a reasonable opportunity to institute such action, suit or proceeding in the name of one or both of them, and unless said Trustees shall have been offered reasonable indemnity satisfactory to them against the cost, expenses and liabilities to be incurred thereby, and said Trustees for thirty (30) days after receipt of such notification, request or offer of indemnity shall have failed to institute any such action, suit or proceeding, it being understood and intended that no one or more holders of the bonds shall have the right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this Indenture, or any supplement hereto, or to enforce any right thereunder except in the manner herein provided and for the equal benefit of all holders of such outstanding bonds.

SECTION 16. In any suit or action by or against the Indenture Trustees, or either of them arising under this Indenture or on all or any of the bonds or coupons issued hereunder, said Trustee or Trustees shall not be required to produce such bonds or coupons, but shall be entitled in all things to maintain or defend any such suit or action without their production.

SECTION 17. If any covenant, agreement, waiver or part thereof in this Article or elsewhere in this Indenture, or in any supplemental indenture, contained be forbidden by any pertinent law, or under any pertinent law be effective to render this Indenture invalid or unenforceable, or to impair the lien thereof, then each such covenant, agreement, waiver or part thereof shall itself be and is hereby declared to be wholly ineffective and this Indenture and supplements thereto shall be construed as if the same were not included herein.

ARTICLE X

THE TRUSTEES

SECTION 1. The Indenture Trustees accept the trusts herein created, by only upon the terms and conditions set forth in this Article X.

SECTION 2. The recitals of fact herein and in bonds secured hereby shall be taken as the statements of the City and the Indenture Trustees assume no responsibility for the correctness of the same. Said Trustees make no representations as to the value of the mortgaged and pledged property or any part thereof, or as to the title of the City thereto, or as to the security afforded thereby and hereby, or as to the validity of this Indenture, or any supplement thereto, or of the bonds or coupons purporting to be secured thereby, and said Trustees shall incur no responsibility in respect of such matters.

SECTION 3. The Indenture Trustees shall be under no duty to file or record, or cause to be filed or recorded, this Indenture or any instrument supplemental thereto as a mortgage, conveyance or transfer of real or personal property or otherwise, or to refile or re-record or renew the same, or to procure any further, other or additional instruments of further assurance, or to see to the delivery to them of any personal property intended to be mortgaged or pledged hereunder or to do any act which may be suitable to be done for the better maintenance or continuance of the lien or security hereof, or for giving notice of the existence of such lien, or for extending or supplementing the same or to see that any property intended now or hereafter to be conveyed in trust hereunder is subjected to the lien hereof. Said Trustees shall not be liable for failure of the Board of Trustees to insure or renew insurance or for responsibilities of insurers, or for the amount of insurance carried by the Board of Trustees on any part of the trust estate, or for the failure of the City to pay any tax or taxes in respect of the mortgaged and pledged property, or any part thereof, or the income therefrom or otherwise, nor shall the Indenture Trustees be under any duty in respect of any tax which may be assessed against them or the owners of the bonds in respect of the mortgaged and pledged property.

SECTION 4. The Indenture Trustees may execute any of the trusts or powers hereof and perform any duty hereunder, either themselves or by or through their attorneys, agents, or employees, and they shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents or employees, if reasonable care has been exercised in the appointment and retention thereof, nor shall said Trustees be otherwise answerable or accountable under any circumstances whatsoever, except for their own gross negligence or bad faith.

SECTION 5. The Indenture Trustees shall be under no obligation or duty to perform any act hereunder or to institute or defend any suit in respect hereof, unless properly indemnified to their satisfaction. Said Trustees shall not be required to take notice or be deemed to have knowledge, of any default of the City or the Board of Trustees hereunder and may conclusively assume that there has been no such default unless and until they shall have been specifically notified in writing of such default by the holders of the percentages in principal amount of the bonds then outstanding hereinabove specified.

SECTION 6. Neither of the Indenture Trustees shall be bound to recognize any person as the holder of a bond unless and until his bond is submitted to such Trustees for inspection, if required, and his title thereto satisfactorily established, if disputed, or unless his bond is registered.

SECTION 7. The Indenture Trustees shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, appraisal, opinion, bond, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties. Said Trustees may consult with counsel (who may be counsel for the City or for a bondholder), and with other experts, and the opinion of such counsel or other experts shall be full and complete authorization and protection in respect of any action taken or suffered and in respect of any determination made by them hereunder in good faith and in accordance with the opinion of such counsel.

SECTION 8. The Indenture Trustees shall not be obligated or liable to allow to the City interest on any moneys received by it hereunder, except that said Trustees shall pay the Board of Trustees interest on money in the Reserve Account at the rate or rates it is currently paying its depositors on checking account balances of similar amounts, if interest on balances is then being so paid.

SECTION 9. The Board of Trustees shall pay to the Indenture Trustees from time to time a reasonable compensation for all services rendered by them hereunder, and also all their reasonable expenses, charges and other disbursements and those of their attorneys, agents, and employees, incurred in and about the administration and execution of the trusts hereby created. All payments so made to said Trustees by way of compensation, expenses, charges and other disbursements shall be regarded as a maintenance and operation expense and paid from the General Account. In default of such payments by the City or the Board of Trustees, and as security for such payment, the Indenture Trustees shall have a

lien therefor on the trust estate and the proceeds thereof prior to any rights of the holders of the bonds and coupons.

SECTION 10. Any Trustee hereunder may become the owner of bonds and coupons with the same rights he or it would have if not a Trustee. The Corporate Trustee may act as depository for, and permit any of its officer or directors to act as a member of, or in any other capacity in respect of any committee formed to protect the rights of the holders of bonds or to effect or aid in any reorganization growing out of the enforcement of the said bonds or of this Indenture, or any supplement thereto whether or not any such committee shall represent the holders of more than fifty per cent (50%) in principal amount of the bonds.

SECTION 11. The Corporate Trustee and any successor to said Trustee may resign and be discharged from the trust created by this Indenture by giving to the City Clerk and to the Secretary of the Board of Trustees notice in writing and by giving the bond holders notice through publication thereof at least once a week for three successive calendar weeks, the first publication to be not less than thirty and not more than sixty days prior to the effective date of such resignation, in one newspaper published and having general circulation in the City of San Antonio and in financial newspaper or journal published in the City of New York New Yor. Each of such notices shall specify the date on which such resignation is to take effect. Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall have been appointed, either by the bondholders or by the City as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee. The Individual Trustee and any successor to the Individual Trustee may resign at any time and be discharged from the trusts created by this Indenture by giving the City Clerk, the Secretary of the Board of Trustees, and the Corporate Trustee notice in writing of such resignation, specifying a date when such resignation shall take effect which shall be at least thirty days after the giving of such notice.

SECTION 12. Either of the Indenture Trustees or any successor trustee may be removed at any time by the holders of a majority in principal amount of the bonds secured hereby and at the time outstanding, upon payment to the Trustee so removed of all moneys then due to it or him hereunder, by an instrument or concurrent instruments in writing in duplicate by such holders. One copy shall be filed with the Secretary of the Board of Trustees and the other with the Trustee so removed.

The Individual Trustee and any successor to the Individual Trustee may be removed at any time upon payment to him of all moneys then due to him hereunder by an instrument in writing signed in duplicate by the Corporate Trustee, one copy of which shall be filed with the Secretary of the Board of Trustees and the other delivered to the Individual Trustee so removed.

SECTION 13. In case at any time either of the Indenture Trustees or any successor trustee to either of them shall resign, die, be dissolved, or be removed or otherwise shall become disqualified to act or incapable of acting, or in case control of the Corporate Trustee or of any successor trustee or of its officers shall be taken over by any public officer or officers, a successor trustee may be appointed by the holders of a majority in principal amount of the bonds secured hereby and at the time outstanding, by an instrument or concurrent instruments in writing signed and duly acknowledged by such bondholders or by their attorney-in-fact duly authorized, and filed, one copy with the retiring Trustee, and the other with the successor trustee, notification thereof being given to the Secretary of the Board of Trustees by such successor trustee; but until a successor trustee shall be so appointed by the bondholders as herein authorized, the Board of Trustees by an instrument in writing duly authorized by resolution shall in such case appoint a successor to the Corporate Trustee and the Corporate Trustee shall by an instrument in writing in any such case appoint a successor to the Individual Trustee. In the case of any such appointment by the Board of Trustees of a successor to the Corporate Trustee, the Board shall forthwith cause notice to be published once in each week for two consecutive calendar weeks in one newspaper published and having general circulation in the City of San Antonio and in one financial newspaper or journal published in the City of New York, New York. Every such successor Corporate Trustee so appointed by the bondholders, by a court of competent jurisdiction, or by the Board of Trustees, shall be a bank or trust company in good standing, organized and doing business under the laws of the United States or of any State, and having its principal office in the Borough of Manhattan, the City of New York, New York, or in the City of Chicago, Illinois, and having a combined capital and surplus of not less than \$5,000,000, which is authorized under the laws of the jurisdiction of incorporation to exercise corporate trust powers and is subject to supervision or examination by a Federal or State authority. Every successor Trustee appointed by the bondholders or by the Corporate Trustee in succession to the Individual Trustee shall always be an individual, citizen of the United States of America, and otherwise qualified under law.

If in a proper case no appointment of a successor Corporate Trustee or of a successor Individual Trustee shall be made pursuant to the forgoing provisions of this Article within six months after a vacancy shall have occurred in the office of Trustee, the holder of any bond or the retiring Corporate Trustee or Individual Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon after such notice, if any, as such court may deem proper and prescribe, appoint a successor Corporate Trustee or Individual Trustee as the case may be.

SECTION 14. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor Trustee, and also to the City, an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estate, properties, rights, powers, trusts,

duties and obligations of its or his predecessor in trust hereunder, with like effect as if originally named as Trustee herein; but the Trustee ceasing to act shall nevertheless on the written request of the City, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the Trustee which it or he succeeds, in and to the mortgaged and pledged property and such rights, powers, trusts, duties and obligations, and the Trustee ceasing to act shall also, upon like request, pay over, assign and deliver to the successor Trustee any money or other property subject to the lien of this Indenture, including any pledged securities which may then be in its possession. Should any deed, conveyance or instrument in writing from the City be required by the new Trustee for more fully and certainly vesting in and confirming to such new Trustee such estate, properties, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

In case any of the bonds to be issued hereunder shall have been authenticated but not delivered, any successor Corporate Trustee may adopt the certificate of authentication of any predecessor Corporate Trustee; and in case any of the bonds shall not have been authenticated any successor to the Corporate Trustee may authenticate such bonds in its own name; and in all such cases such certificate shall have the full force and effect provided in the bonds or in this Indenture, or any supplemental indenture hereto.

SECTION 15. Any notice, request or other instrument required by this Indenture to be served on the City or sent to the City shall, unless otherwise expressly provided, be considered to have been sufficiently given when sent by registered mail to the Secretary of the Board of Trustees addressed to the office of said Board in the City of San Antonio and to the City Clerk addressed to the City Hall in the City of San Antonio. Any notice, request or other writing by or in behalf of the City or any of the bondholders delivered solely to the Corporate Trustee shall be deemed to have been delivered to both of the Indenture Trustees hereunder as effectually as if delivered to each of them.

SECTION 16. All the estate, right, title and interest in and to the trust estate by this Indenture or any supplement thereto conveyed or assigned or transferred to the Indenture Trustees is conveyed, assigned and transferred to them as joint tenants and not as tenants in common.

SECTION 17. The Secretary of the Board of Trustees shall file with the Corporate Trustee annually a certificate showing the names of the then members of the governing body of the City of San Antonio and the then members of the Board of Trustees, and the names of the City Clerk and of the Secretary of the Board of Trustees. The Corporate Trustee shall be entitled for all purposes of this Indenture to assume that the persons whose names appear on the latest list filed with it continue to hold their offices until it is notified to the contrary by the Secretary of the Board of Trustees.

SECTION 18. The Indenture Trustees shall not be accountable or responsible in any manner whatsoever for any action of the Board of Trustees, or of the depository of funds of such Board of Trustees, or for application of revenues from the trust estate by the Board of Trustees, and shall have no duty to make any inquiry into disposition of the General Account or other funds or account.

SECTION 19. All cash collected by, or payable to, the Indenture Trustees, or either of them, shall be paid to and deposited with, and all bonds and other obligations or securities shall be held by the Corporate Trustee, except as otherwise required by law. Any moneys at any time coming into the hands of the Individual Trustee as such Trustee hereunder shall be at once paid over to the Corporate Trustee.

Whenever any moneys, bonds, or other obligations or securities are, under any provision of this Indenture or any supplemental thereto, paid or delivered to or deposited with the Corporate Trustee, title to the same shall be deemed to be vested in both Trustees hereunder but nothing in this section contained shall be deemed to affect or impair any power or right conferred by any provision of this Indenture or any supplement thereto upon the Corporate Trustee to apply, disburse or otherwise act or deal with respect to any moneys, bonds or other obligations or securities received or held by it as aforesaid.

Any request in writing by the Corporate Trustee to the Individual Trustee shall be a sufficient warrant for the Individual Trustee to take such action as may be requested.

The Individual Trustee or any successor, so far as permitted by law, may delegate to the Corporate Trustee or any successor the right to exercise any and all power, discretionary or otherwise, conferred by any of the provisions of this Indenture.

Said Individual Trustee is provided for herein in order to comply with any legal requirements respecting trustees under deeds of trust to property in the State of Texas, and shall as such Trustee possess such powers, and such powers only, as may be necessary to comply with such requirements. In the event of the incapacity or lack of authority of the Corporate Trustee by reason of any present or future law of the State of Texas to exercise any of the powers, rights or remedies herein granted to the Corporate Trustee, or to hold title to the mortgaged property in trust as herein granted, or to take any other action which may be necessary or desirable in connection therewith, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, right, title, interest, and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Indenture Trustees, or either of them, with respect thereto shall be exercisable by and vest solely in the Individual Trustee to the extent necessary to enable the Individual Trustee to exercise such powers, rights and remedies, and every conveyance and obligation necessary to the exercise thereof by the Individual Trustee shall run to and be enforceable by the Individual Trustee and the Individual Trustee shall take such action in respect thereof as may be directed in writing by the Corporate Trustee. Any such direction in writing by the Trustee shall be full protection to the Individual Trustee for any action taken by him pursuant thereto, and shall be competent evidence and the only necessary evidence of the necessity for the taking of such action by the Individual Trustee. Except to the extent that, under any law of the State of Texas, the Corporate Trustee shall be incompetent or unqualified to perform any particular act or acts, the rights, powers, duties and obligations conferred or imposed upon the Trustees, or either of them, shall be solely

conferred or imposed upon and exercised or performed by the Corporate Trustee.

In the event that it may be necessary for the Corporate Trustee to enforce any of the provisions of this Indenture in the State of Texas or in any other State by court proceedings or in any other manner, said Trustee may, in writing, authorize the Individual Trustee in his name as Trustee to take such action or institute such proceedings as may be appropriate under the provisions of the Indenture, without joining the Corporate Trustee as a party thereto, and in such event the Individual Trustee shall be vested with all the rights, powers and duties of the Indenture Trustees hereunder, and may enforce the same in his name as Individual Trustee in the manner provided in this Indenture, and any supplement thereto, without joinder of the Corporate Trustee in any action or proceeding so taken.

Any and all rights, powers or duties by any provisions of this Indenture conferred or imposed upon the Trustees may be exercised and performed by the Corporate Trustee alone without reference to the Individual Trustee in so far as permitted by law, and the Individual Trustee hereby irrevocably constitutes and appoints the Corporate Trustee his true and lawful attorney-in-fact with full power and authority, in so far as permitted by law, either in the name and on behalf of the Individual Trustee alone, or of the Trustees jointly, to exercise any and all rights or powers conferred upon the Individual Trustee alone, or upon the Trustees jointly, by any of the provisions of this Indenture, but subject to the duties hereby imposed upon the Individual Trustee, with full power of substitution and revocation, hereby ratifying and confirming all and singular the acts and things lawfully done by the Corporate Trustee or any substitute by virtue of this power of attorney. Any and all rights, powers or duties by any provisions of this Indenture, or any supplement thereto, conferred or imposed upon the Indenture Trustee or the Corporate Trustee which may not be exercised by the Corporate Trustee along, or by the Individual Trustee and the Corporate Trustee jointly, may and shall be exercised and performed by the Individual Trustee without reference to the Corporate Trustee.

ARTICLE XI

FRANCHISE

In the event that any sale of the trust estate shall be made under any of the provisions of this Indenture for the enforcement of the lien of this Indenture, and any supplements thereto, the City hereby grants to the purchaser or purchasers at such sale a franchise to operate the property so purchased for a term of twenty years dating from such purchase, subject to all laws regulating same then in force. The properties so purchased, in the event they are operated by the purchaser pursuant to such franchise, shall be operated, conducted and maintained in such manner as to be a benefit to the City of San Antonio and its inhabitants, and such purchaser shall be pledged to render efficient public service.

ARTICLE XII

MODIFICATION OF THIS INDENTURE

SECTION 1. The holders of seventy-five per cent (75%) in principal amount of bonds at any time outstanding (not including in any case any bonds which may then be held or owned by or for the account of the City) shall have the right from time to time to consent to and approve the execution by the City and the Indenture Trustees of such Indenture or Indenture supplemental hereto as shall be deemed necessary or desirable by the City for the purpose of modifying or amending any of the terms or provisions contained in this Indenture or in any Indenture or Indentures supplemental thereto or contained in the ordinance authorizing bonds secured by this Indenture; provided, however, that nothing herein contained shall permit or be construed as permitting the modification or amendment of the terms and conditions contained in this Indenture or any supplemental Indenture or any ordinance or bonds so as to:

- (a) Make any change in the maturity of the bonds issued hereunder.
- (b) Reduce the rate of interest borne by any bonds
- (c) Reduce the amount of the principal or premium, if any, payable on bonds.
- (d) Modify the terms of payment of principal or of interest or premium upon bonds or any of them or impose any conditions with respect to such payment.
- (e) Affect the rights of the holders of less than all bonds then outstanding.

If at any time the City shall request the Indenture Trustees to enter into such supplemental Indenture, said Trustees, unless they shall deem that such proposed supplemental Indenture shall contain provisions which affect their rights or obligations and to which they are unwilling to assent, shall, at the expense of the Board of Trustees, cause notice of the proposed execution of such supplemental Indenture to be published in a financial newspaper or journal published in the City of New York, New York, and in a newspaper of general circulation published in the City of San Antonio, once during each calendar week for at least four successive calendar weeks, and on or before the date of the first publication of such notice, the Corporate Trustee shall also mail a copy thereof to each registered owner of bonds at his address appearing on said Trustee's registry books, but failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for obtaining consents to the execution and delivery of such supplemental Indenture. Such notice shall briefly set forth the nature of such proposed supplemental Indenture and shall state that a copy thereof is on file at the principal office of said Trustee for inspection by all holders of bonds.

Whenever at any time within one year from the date of the first publication of said notice the City shall deliver to the Corporate Trustee an instrument or instruments executed by the holders of at least seventy-five per cent (75%) in aggregate principal amount of the bonds then outstanding as in this section defined, which instrument or instruments shall refer to the proposed supplemental Indenture described in said notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof on file with the Corporate Trustee, thereupon, but not otherwise, the Indenture Trustees shall execute the said supplemental Indenture in substantially the form without liability or responsibility to any holder of any bond, whether or not such holder shall have consented thereto.

If the holders of at least seventy-five per cent (75%) in aggregate principal amount of the bonds outstanding as in this section defined at the time of execution of any supplemental Indenture, or the predecessors in title of such holders shall have consented to and approved the execution thereof as herein provided, no holder of any bond, whether or not such holder shall have consented to or shall have revoked any consent as in this section provided, shall have any right or interest to object to the execution of such supplemental Indenture or to object to any of the terms or provisions therein contained, or to the operation thereof, or to enjoin or restrain the Indenture Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

SECTION 2. Upon the execution of any supplemental Indenture pursuant to the provisions of this section, this Indenture and any supplements thereto and the ordinances authorizing the bonds then outstanding shall be and be deemed to be modified and amended in accordance with such supplemental Indenture, and the respective rights, duties and obligations of the City, the Trustees and all the holders of outstanding bonds shall thereafter be determined, exercised and enforced, subject in all respects to such modifications and amendments.

Any consent given by the holder of a bond pursuant to the provisions of this section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Article, and shall be conclusive and binding upon all future holders of the same bond during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice with the Trustees in form satisfactory to them of such revocation of consent, but such revocation shall not be effective if the holder of seventy-five per cent (75%) aggregate principal amount of the bonds outstanding as in this section defined have, prior to the attempted revocation, consented to and approved the supplemental Indenture referred to in such revocation. For the purposes of this Article, ownership of bonds shall be established in the manner provided in Section 1 of Article XIII of this Indenture.

Any supplemental Indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Indenture and all the terms and conditions in any such supplemental Indenture as to any provision authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

ARTICLE XIII

MISCELLANEOUS

SECTION 1. Any notice, request or other instrument required by this Indenture to be signed or executed by bondholders may be executed by the execution of any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by agent appointed in writing. As a condition for acting thereunder the Trustees may demand proof of the execution of any such instrument and of the fact that any person claiming to be the owner of any of said bonds is such owner, and may further require the actual deposit of such bond or bonds with the Corporate Trustee. The fact and date of the execution of such instrument may be proven by the certificate of any officer in any jurisdiction who, by the laws thereof, is authorized to take acknowledgements of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proven by any affidavit of a witness to such execution sworn to before such officer.

The amount of bonds transferable by delivery held by any person executing such instrument as a bondholder and the fact, amount and numbers of the bonds held by such person and the date of his holding the same may be proven by a certificate executed by any responsible trust company, bank, bankers, or other depository in a form approved by the Corporate Trustee, showing that at the date therein mentioned such person had on deposit with such depository the bonds described in such certificate; provided, however, that at all times the Corporate Trustee may require the actual deposit of such bond or bonds with said Trustee.

SECTION 2. The covenants, agreements, conditions, promises and undertakings in this Indenture shall extend to and be binding upon the successors and assigns of the City and all of the covenants hereof shall bind such successors and assigns, and each of them, jointly and severally. All the covenants, conditions and provisions hereof shall be held to be for the sole and exclusive benefit of the parties hereto and their successors and assigns, and of the holders from time to time of said bonds and coupons.

No transfer of the trust estate, or any part thereof, by the City, and no extension of the time of payment of any of bonds or coupons issued hereunder after such transfer shall operate to release or discharge the City, it being agreed that the liability of the City shall continue as principal until all bonds and coupons at any time issued hereunder are paid in full, notwithstanding any transfer of said property or subsequent extension of time to the true owner, or other act which might serve as a legal or equitable discharge of a surety.

SECTION 3. This Indenture shall operate effectually as a lien on all property conveyed, mortgaged or pledged hereby, whether real, personal or mixed. Failure to file this instrument, or any supplement thereto, in the office of the County Clerk of any County in which part of the trust estate is situated shall in no wise invalidate such lien, but this instrument and all supplements hereto may be filed and recorded in the records of each County in which part of the trust estate is situated in the manner in which a deed of trust on real estate is filed and recorded, and it may also be recorded in the office of the County Clerk of each such County and may remain in his office on file as a chattel mortgage covering the personal property encumbered hereby. The City covenants and agrees that this Indenture and all supplements hereto will be so filed as a deed of trust and as a chattel mortgage in every County in which any part of the trust estate is situated.

SECTION 4. If the lien of this Indenture, or any supplement hereto, shall be or shall ever become ineffectual, invalid or unenforceable against any property hereby mortgaged

or pledged because of want of power or title in the City, the inclusion of any such property described herein or therein shall not in any way affect or invalidate the mortgage or lien hereof against such property as the City had the right to mortgage or pledge.

SECTION 5. No holder of bonds issued under this Indenture, or any supplement hereto, nor of any coupons representing interest on such bonds, shall ever have the right to demand payment of such bonds or coupons out of funds raised or to be raised by taxation.

SECTION 6. Any request or consent of the holder of any bond secured hereby given for any of the purposes of this Indenture, or any supplement hereto, shall bind all future holders of the same bond or any bonds issued in exchange therefor or in substitution thereof in respect of anything done or suffered by the City or the Indenture Trustees in pursuance of such request or consent.

SECTION 7. Although this Indenture for convenience and for the purpose of fixing its effective date is dated February 1, 1951, the actual dates of execution by the City and by the Indenture Trustees are as indicated by the respective acknowledgments of signars hereto annexed.

SECTION 8. The Board of Trustees shall make such provision for an Employee Retirement Plan or pensions for employees of the Board of Trustees as may in its discretion determine, and may continue in existence the Retirement Plan now in effect and change the same from time to time as it may determine.

ARTICLE XLV

DEFEASANCE

SECTION 1. When all of the bonds and coupons issued under and in pursuance hereof shall have been paid or redeemed, or all of the bonds having become due by reason of maturity or proper call for redemption, and the City shall have provided for such payment or redemption by depositing in cash with the Corporate Trustee the amount necessary for such payment or redemption and shall also have paid, or caused to be paid, all sums accrued and payable hereunder by the City, then and in that case the City shall be entitled to have all of the trust estate revert to it free of the encumbrance hereof, and to have the estate, title and interest of the Trustees in respect thereof, cease, determine and become void. Then, if the City shall so request in writing, the Corporate Trustees, upon the cancellation of all bonds and coupons for the payment of which money shall not have been deposited in accordance with the foregoing provisions, shall at the cost and expense of the City execute and deliver to the City proper instruments acknowledging satisfaction of this Indenture and all supplements thereto. Money deposited for the payment of bonds and coupons under the provisions hereof shall be held by the Corporate Trustee and paying agent as a special trust fund for the account of the holder or holders of such bonds and coupons and so far as necessary for such purposes shall be applied to the payment of such bonds and coupons upon presentation and surrender thereof.

IN WITNESS WHEREOF, the City of San Antonio, Texas, acting through and being duly authorized thereunto by its governing body, the Commissioners of the City of San Antonio, has caused this Trust Indenture in four originals to be signed in its name by A. C. White, its Mayor, and its corporate seal to be hereunto affixed, and to be attested by J. Frank Gallagher, its City Clerk, and said Harris Trust and Savings Bank, to evidence its acceptance of the trusts hereby created, has caused its corporate name and seal to be hereunto affixed and this Indenture to be signed by _____, its Vice President, and to be countersigned and said seal to be attested by _____, its Assistant Secretary, and said F. O. Mann, to evidence his acceptance of the trust hereby created and in him reposed, has hereunto subscribed his name and affixed his seal, all as of the day and year first above written.

CITY OF SAN ANTONIO, TEXAS

By _____ Mayor

ATTEST:

City Clerk

Witnesses as to City of San Antonio:

HARRIS TRUST AND SAVINGS BANK

By _____
Its Vice President

ATTEST:

(Seal)

Its Assistant Secretary

(F. O. Mann)

Witnesses as to Harris Trust and Savings Bank and F. O. Mann

STATE OF TEXAS ◊

COUNTY OF BEXAR ◊

Before me, the undersigned authority in and for Bexar County, Texas, on this day personally appeared A. C. White, Mayor, and J. Frank Gallagher, City Clerk, respectively, of the City of San Antonio, Texas, known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be, respectively, the Mayor and City Clerk of the City of San Antonio, a municipal corporation, and each 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 of San Antonio, Texas.

Given under my hand and seal of office, this _____ day of _____, 1951.

Notary Public in and for Bexar County,
Texas.

My Commission Expires _____

STATE OF ILLINOIS ◊

COUNTY OF COOK ◊

Before me, the undersigned authority in and for Cook County, Illinois, on this day personally appeared _____, Vice President, and _____, Assistant Secretary, respectively, of Harris Trust and Savings Bank, known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be, respectively, the Vice President and Assistant Secretary of Harris Trust and Savings Bank, a corporation, and each 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 Harris Trust and Savings Bank.

Given under my hand and seal of office, this _____ day of _____, 1951.

Notary Public in and for Cook County,
Illinois

My Commission Expires _____

STATE OF ILLINOIS ◊

COUNTY OF COOK ◊

Before me, the undersigned authority in and for Cook County, Illinois, on this day personally appeared F. O. Mann, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act for the purposes and consideration therein expressed and set forth.

Given under my hand and seal of office, this _____ day of _____, 1951.

Notary Public in and for Cook County,
Illinois

My Commission Expires _____

SECTION 11. That in the event of judicial sale or other sale of the properties encumbered by the Trust Indenture which is set out in the preceding section hereof in order to enforce the payment of bonds secured thereby, the City herein and hereby grants to the purchaser or purchasers at any such sale which may be so held under the provisions of such Indenture the exclusive right, privilege and franchise to operate the properties and facilities so purchased for a term of twenty years dating from such purchase, subject to all laws regularing same then in force, as is provided in Article 1111, Revised Civil Statutes of Texas of 1925, as amended, it being the intent hereof to grant a franchise which shall become operative and effective only in the event that said mortgaged properties are sold under the provisions of said Indenture.

In addition to the consideration expressed in said Indenture and which is the basis for this franchise, the grantee of such franchise shall pay annually to the City the sum of Five Dollars (\$5.00) for each year such franchise shall be operative.

If the grantee during the life of this franchise shall fail to furnish efficient public service or to maintain the properties in good order, such failure or refusal shall subject the franchise and all rights thereunder to forfeiture at the suit of the City upon judicial ascertainment of such facts, provided the City shall give the grantee sixty days notice of the intention to institute such proceedings.

When this franchise becomes effective by reason of sale as hereinabove provided, if the grantee desires to accept and operate under this franchise it shall file a written acceptance thereof with the City Clerk of the City.

SECTION 12. All funds held by Harris Trust & Saving Bank as Trustee under said Indenture dated August 1, 1942, for the payment of the February 1, 1951 interest coupon and for application upon the payment of the August 1, 1951 principal maturities of said bonds to be redeemed and refunded, shall be transmitted by the said Indenture Trustee, on or prior to January 31, 1951, to the Chemical Bank & Trust Company of New York, for use in the payment of the said interest coupon on said bonds and for application as a part of the redemption funds to be deposited in connection with the issuance of the Refunding Bonds. All additional funds required to effect the redemption of and to pay the redemption premium upon the Electric and Gas Revenue Bonds to be redeemed and expenses of the redemption thereof and the issuance of the Refunding Bonds shall, subject to the approval of the Board of Trustees, be paid out of the "Contingencies Fund" provided for in Section 7 of Article V of said Indenture dated August 1, 1942, and only the amount remaining in said Fund shall be placed in the "Electric and Gas Systems Improvements and Contingencies Fund" provided for in Section 6 of Article V of the Refunding Indenture dated February 1, 1951.

SECTION 13. That all ordinances, resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 14. That if any section, provision or part hereof shall be held to be invalid or ineffective for any reason, the remainder hereof shall nevertheless remain in full force and effect.

ADOPTED AND APPROVED this 28th day of November, A. D. 1950.

A. C. White
M A Y O R

ATTEST:

J. Frank Gallagher
City Clerk

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AN ORDINANCE 13,446

ACCEPTING THE PROPOSAL OF SCOBEEY FIREPROOF STORAGE COMPANY FOR TRANSPORTATION OF VOTING MACHINES FOR SEPCIAL CITY ELECTION TO BE HELD DECEMBER 19, 1950, AND MAKING CONTRACT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, THAT,

1. That the proposal of Scobey Fireproof Storage Company, dated November 22, 1950 attached hereto and made a part hereof, for transportation, setting up and connecting of voting machines for use in the Special City Election to be held on December 19, 1950, from Bexar County Court House to the various polling places of said City and return to said Bexar County Court House, at a price of \$6.26 for the round trip, be and the same is hereby accepted.

2. That this ordinance makes and manifests the contract between the City of San Antonio and said Scobey Fireproof Storage Company, for said transportation of approximately 100 voting machines, each machine to be hauled from the basement of the Bexar County Court House to the various polling places throughout the City of San Antonio, set up and electrically connected and returned to the basement of the Bexar County Court House, after said election is held, all as contained in said proposal of said Scobey Fireproof Storage Company dated November 22, 1950, attached hereto and made a part hereof.

3. PASSED AND APPROVED this ___ day of November, A. D. 1950.

MAYOR

ATTEST:

CITY CLERK.

4. This contract accepted by Scobey Fireproof Storage Company, this ___ day of November, A. D. 1950.

SCOBEEY FIREPROOF STORAGE COMPANY

BY

Above ordinance was not immediately signed by the Mayor.
This Ordinance is in force and effect, Dec. 1, 1950, through operation of paragraph 1, Sec. 26, of the Charter of the City

J. Frank Gallagher,
City Clerk

**For Ord. #13,447
see page #

APPRO. NO. 932

AN ORDINANCE 13,448

APPROPRIATING \$1,759.50 OUT OF THE 1950 GENERAL FUND PROCEEDS OF NOTES AUDIT, IN PAYMENT TO HOWARD & POPE, ACCOUNTANTS, OF ESTIMATE NO. 6. ON AUDIT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$1,759.50 be, and the same is hereby appropriated out of the 1950 General Fund-Proceeds of Notes-Audit, in payment to Howard & Pope, Accountants, of Estimate No. 6, on Audit of the departments of the City of San Antonio, as per contract between the City of San Antonio and Howard & Pope dated August 24, 1950, as per itemized statement on file in the office of the City Auditor.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,

M A Y O R

APPRO. NO. 933

AN ORDINANCE 13,449

APPROPRIATING \$5,250 000.00 OUT OF THE 1950
GENERAL FUND, TAXES, LICENSES, FINES ETC.,
ACCOUNT, IN PAYMENT OF THE 1950 GENERAL FUND
SERIES, NOTES NOS. 61 TO 270, INCLUSIVE, PAY-
ABLE TO THE NATIONAL BANK OF COMMERCE.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$5,250,000,000 be, and the same is hereby appropriated out of the 1950
General Fund-Taxes, Licenses, Fines, Etc., Account, in payment of the 1950 General Fund
Series, Notes Nos. 61 to 270, inclusive, as monies are available, payable to the National
Bank of Commerce.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 934

AN ORDINANCE 13,450

APPROPRIATING \$2,500.00 OUT OF THE 1950 GENERAL
FUND PROCEEDS OF NOTES INTEREST DEPARTMENT TO
PAY INTEREST ON 1950 GENERAL FUND SERIES OF NOTES
PAYABLE TO THE NATIONAL BANK OF COMMERCE.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$2,500.00 be, and the same is hereby appropriated out of the 1950
General Fund-Proceeds of Notes-Interest Department, on 1950 General Fund Series of Notes,
payable to the National Bank of Commerce.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 935

AN ORDINANCE 13,451

APPROPRIATING \$9,595.01 out OF THE 1950 GENERAL
FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS TO
PAY FOR MATERIALS, EQUIPMENT, SUPPLIES AND MISC-
CELLANEOUS EXPENDITURES.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$9,595.01 be, and the same is hereby appropriated out of the 1950
GENERAL FUND PROCEEDS OF NOTES VARIOUS DEPARTMENTS To pay for materials, equipment, supplies
and miscellaneous expenditures, payable to the persons, persons, or firms, as per approved
purchased orders on file in the City Auditor's office, but of the following departments:

Public Affairs in General	\$ 3,015.81
Dep't. of Taxation	286.60
Dep't. of Sanitation, Parks & Public Property	1,710.21
Dep't. of Streets & Public Property	1,572.12
Dep't. of Fire & Police	732.59
Storeroom	2 217.68
City Employees Benefit Ass'n.	60.00
	<hr/>
	\$9,595.01

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST
J. Frank Gallagher,
City Clerk

A C. White,
M A Y O R

APPRO. NO. 936

AN ORDINANCE 13,452

APPROPRIATING \$3,231.39 OUT OF THE 1950 GENERAL FUND, PROCEEDS OF NOTES, VARIOUS DEPARTMENTS TO PAY SOUTHWESTERN BELL TELEPHONE COMPANY FOR TELEPHONE SERVICE FOR THE MONTHS OF NOVEMBER - DECEMBER, 1950.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$3,231.39, be and the same is hereby appropriated out of the 1950 General Fund-Proceeds of Notes-VariouS Departments to pay the Southwestern Bell Telephone Company for telephone service for the months of November and December, 1950, allocated to the following departments:

Dep't of Public Affairs in General	\$ 936.81
Dep't. of Taxation	81.23
Dep't. of Sanitation, Parks & Public Property	239.44
Dep't. of Streets & Public Improvements	152.88
Dep't. of Fire & Police	1,921.03
	<u>-----</u>
	\$3,231.39

PASSED AND APPROVED ON THE 30th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 937

AN ORDINANCE 13,453

APPROPRIATING \$237.50 OUT OF THE 1950 GENERAL FUND PARKS & PLAZAS DEPARTMENT TO PAY FOR TRUCK HIRE IN ACCORDANCE WITH CONTRACTS.

BE IT ORDINANCE BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$237.50, be and the same is appropriated hereby out of the 1950 General Fund Parks & P azas Department to pay for truck hire in accordance with contracts on file in the office of the City Clerk and as per approved Estimate on file in the office of the City Auditor.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 938

AN ORDINANCE 13,454

APPROPRIATING \$316.50 OUT OF THE 1950 GENERAL FUND GARBAGE AND SANITATION TO PAY FOR TEAM AND TRUCK HIRE IN ACCORDANCE WITH CONTRACTS,

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$316.50 be, and the same is appropriated hereby out of the 1950 General Fund Garbage & Sanitation Department to pay for trucks hired in accordance with contracts on file in the office of the City Clerk and as per approved Estimate on file in the office of the City Auditor.

Jesse Bejar	351 Cortez	\$ 90.00 Man & Truck
Marcial Huerta	1242 Brighton	90.00 Man & Truck
Joe J. Ridriguez	212 N.W. 24th St.	<u>136.50 Man & Truck</u>
	Total	\$316.50

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 939

AN ORDINANCE 13,455

APPROPRIATING \$3,462.00 OUT OF THE PAVING SKIP SPECIAL FUND IN PAYMENT TO McDONOUGH BROTHERS, INC., FOR ASPHALT FOR THE MONTH OF OCTOBER 1950.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$3,462.00 be, and the same is hereby appropriated out of the Paving Skip Special Fund payable to McDonough Brothers, Inc., for asphalt, as per contract, for the month of October, 1950, and in accordance with approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White
M A Y O R

APPRO. NO. 940

AN ORDINANCE 13,456

APPROPRIATING \$1,211.10 OUT OF THE TRENCH MAINTENANCE FUND, TO PAY KELLY CONSTRUCTION CO., FOR PLACING COVERSTONE, BROOMING AND CLEANING ON PROBANDT STREET, IN ACCORDANCE WITH CONTRACT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$1,211.10, be and the same is appropriated hereby out of the Trench Maintenance Fund, to pay Kelly Construction Company, for placing Coverstone, brooming and cleaning on Probandt Street, in accordance with contract on file in the office of the City Clerk dated September 19, 1950, and as per approved Engineer's estimate on file in the City Auditor's office.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 941

AN ORDINANCE 13,457

APPROPRIATING \$1,200.12 OUT OF THE 1950 GENERAL FUND PROCEEDS OF NOTES STREET MAINTENANCE, TO PAY JOHN M. AARON, ELMO DANIELS, DULANEY SERVICE COMPANY, J. A. LONG, ANTONIO O. NORIEGA, RAYMOND R. RENZ, AND JOSE TREVINO, IN ACCORDANCE WITH CONTRACTS.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$1,200.12 be and the same is appropriated hereby out of the 1950 General Fund-Proceeds of Notes-Street Maintenance, to pay John M. Aaron, Elmo Daniels, Dulaney Service Co., J. A. Long, Antonio O. Noriega, Raymond R. Renz and Jose Trevino, in accordance with contracts on file in the office of the City Clerk, and as per approved Engineer's estimates on file in the City Auditor's office:

JOHN M. AARON, 308 Mebame St. (Rental Dump Truck)	\$ 36.00
ELMO DANIELS, 227 Loric Drive (Rental Dump Trucks & Water Wagon)	571.90
DULANEY SERVICE COMPANY, R.F.D. 12, Box 420 (Furnishing Equipment, without Operator)	207.70
J. A. LONG, 538 West Theo Avenue (Rental Dump Truck)	163.52
ANTONIO O. NORIEGA 3002 So. Laredo St. (Rental Dump Truck)	162.00
RAYMOND R. RENZ, 1323 Avant Street (Rental Dump Truck)	36.00
JOSE TREVINO, 320 S n Eduardo Street (Rental Dump Truck)	23.00
	<u>\$1,200.12</u>

PASSED AND APPROVED on the 30th November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 942

AN ORDINANCE 13,458

APPROPRIATING \$46.00 OUT OF THE SANITARY PLANT & SYSTEM A-47 FUND, TO PAY HELLAND & SELIGMANN, LTD., FOR PROFESSIONAL SERVICES (ENGINEER FIELD PARTIES), IN CONNECTION WITH CONSTRUCTION NORTHWEST INTERCEPTOR SEWERS

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$46.00 be and the same is appropriated hereby out of the Sanitary Sewer Plant & System A-47 Fund, to pay Helland & Seligmann, Ltd., for professional services (Engineer Field Parties), in connection with making surveys and right-of-way maps for Northwest Interceptor Sewers in accordance with contract on file in the office of the City Clerk dated January 19, 1950, and as per approved Engineer's estimate on file in the City Auditor's office.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 943

AN ORDINANCE 13,459

APPROPRIATING \$243.80 OUT OF THE 1950 GENERAL FUND PROCEEDS OF NOTES-STREET MAINTENANCE, AND AUTHORIZING AN EMERGENCY PURCHASE OF ONE BLOCK ASSEMBLY(\$192.50) AND ONE CYLINDER HEAD (\$51.30) FOR GMC CITY WELDING TRUCK: FROM MOTOR TRUCK SALES COMPANY.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

1. The City Purchasing Agent is hereby authorized to make an "Emergency Purchase" of one Block Assembly (\$192.50), and one Cylinder Head (\$51.30), for use on City GMC Welding Truck 6x6, No. 64; total price being \$243.80.

2. That this purchase is classified as an "Emergency Purchase" for reason that the replacement of these parts are of urgent necessity; and that the Motor Truck Sales Company, 1133 Broadway, are the only known agents for these particular parts furnishing immediate delivery.

3. That these parts are to be paid out of the 1950 General Fund-Proceeds of Notes Street Maintenance. Amount \$243.80.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 944

AN ORDINANCE 13,460

APPROPRIATING \$116.00 OUT OF THE 1950 GENERAL FUND PROCEEDS OF NOTES-STREET MAINTENANCE, AND AUTHORIZING AND EMERGENCY PURCHASE OF ONE NO. 6012 RS CYLINDER A ASSEMBLY EXCHANGE (MOTOR FOR PORTABLE GREASING TRUCK NO. 31; FROM JORDAN MOTOR COMPANY.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that.

1. The City Purchasing Agent is hereby authorized to make an "Emergency Purchase" of one No. 6012 RS Cylinder Assembly Exchange (Motor), for use on City-owned Ford Portable Greasing Truck No. 31, price being \$116.00.

2. That this purchase is classified as an "Emergency Purchase" for reason that replacement of this motor is of urgent necessity, and that the Jordan Motor Company is the only concern in the City, at this time, who has this motor available for immediate delivery.

3. That this part is to be paid out of the 1950 General Fund-Proceeds of Notes-Street Maintenance. Amount \$116.00.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

APPRO. NO. 945

AN ORDINANCE 13,461

APPROPRIATING \$25.00 OUT OF THE CITY OF SAN ANTONIO
STREET EXCAVATION TRUST ACCOUNT FOR REFUND.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

The sum of \$25.00 be and the same is hereby appropriated out of the Street Ex-
cavation Trust Account for refund, as per the City Engineer's letter of November 29, 1950.

DATE	NAME & ADDRESS	LOCATION	DEPOSIT	REFUND	CITY	RECT.#
1-9-47	Fred Rehme 602 Harriman Plc.	602 Harriman Plc.	\$25.00	\$25.00	None	1207

DEPOSIT \$25.00

Refund 25.00

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:

J. Frank Gallagher,
City Clerk

A. C. White,

M A Y O R

APPRO. NO. 946

AN ORDINANCE 13,462

APPROPRIATING \$3,500.00 OUT OF STATE OR STATE-
AID HIGHWAYS BONDS A-49 FUND TO GUARDIAN ABSTRACT
& TITLE COMPANY IN PAYMENT FOR LAND TO BE CON-
VEYED BY AGNES HEDLUND, ET VIR, AND TRENACY LOWRANCE,
ET VIR TO THE CITY OF SAN ANTONIO, FOR RIGHT OF WAY
FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That \$3,500.00 be and the same is appropriated hereby out of the State or
State-Aid Highways Bonds A-49 Fund to Guardian Abstract & Title Company, in payment for
land to be conveyed by Agnes Hedlund and husband, Gannard Hedland and Rena C. Lowrance and
husband, Preasley Van Lowrance, to the City of San Antonio for right of way for Urban
Expressway (Interregional Highway) being Lots 3 and 4, New City Block 3870, situated within
the corporate limits of the City of San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 30th day of November, A. D. 1950

ATTEST:

J. Frank Gallagher,
City Clerk

A. C. White,

M A Y O R

APPRO. NO. 947

AN ORDINANCE 13,463

AMENDING AN ORDINANCE PASSED AND APPROVED NOVEMBER
9, 1950, AS TO NAME ONLY, APPROPRIATING \$6,000.00 OUT
OF STATE OR STATE AID HIGHWAYS BONDS A-49 FUND TO
STEWART TITLE GUARANTY COMPANY IN PAYMENT FOR LAND
TO BE CONVEYED BY J. B. DELGADO, ET AL, TO THE CITY
OF SAN ANTONIO, FOR RIGHT OF WAY FOR URBAN EXPRESSWAY
(INTERREGIONAL HIGHWAY).

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

1. That ordinance appropriating \$6,000.00 out of State or State-Aid Highways
Bonds A-49 Fund to Stewart Title Guaranty Company in payment for land to be conveyed by J.B.
Delgado and wife, Casimira Delgado, Adolph D. Delgado and wife, Socorro Delgado, Augusta
D. Hormachea and husband, Henry Hormachea and Andrea D. Delgado, widow of A. B. Delgado, to
the City of San Antonio for right of way for Urban Expressway (Interregional Highway)
being Lot 35, New City Block 3127, situated within the corporate limits of the City of San
Antonio, Bexar County, Texas, be amended as follows: "That \$6,000.00 be and the same is
appropriated hereby out of the State or State-Aid Highways Bonds A-49 Fund to Stewart Title
Guaranty Company, in payment for land to be conveyed by Jesus Delgado (Also known as J.B.
Delgado) and wife, Casimira Delgado, Juanita D. Salazar and husband, Bruno G. Salazar,
Andrea Delgado, a widow, Adolph D. Delgado, and Augusta Delgado Hormachea and husband,
Henry Hormachea, to the City of San Antonio, for right of way for Urban Expressway (Interr-
egional Highway) being Lot 35, New City Block 3127, situated within the corporate limits
of the City of San Antonio, Bexar County, Texas."

2. PASSED AND APPROVED this 30 day of November, A. D. 1950.

ATTEST:

J. Frank Gallagher,
City Clerk

A. C. White,

M A Y O R

APPRO. NO. 948

AN ORDINANCE 13,464

APPROPRIATING \$100.00 OUT OF THE STATE-AID HIGHWAYS BONDS A-49 FUND, TO PAY PAUL ADAMS FOR SERVICES RENDERED IN CONNECTION WITH APPRAISING PROPERTIES REQUIRED FOR RIGHT-OF-WAY (LOT 33, BLOCK A-20 & LOT A-10) URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY) PROJECT

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$100.00, be and the same is appropriated hereby out of the STATE OR STATE-AID HIGHWAYS BONDS A-49 FUND, to pay Paul Adams for services rendered in connection with appraising properties required for right-of-way for Urban Expressway (Interregional Highway), being property owned by E. J. Johnson in Lot 33, Block A-20, and Alamo City Baseball Company, Lot A-10, as per approved statement on file in the City Auditor's office dated November 27, 1950.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White

M A Y O R

APPRO. NO. 949

AN ORDINANCE 13,465

AMENDING AN ORDINANCE PASSED AND APPROVED AUGUST 17, 1950, AS TO NAME ONLY, APPROPRIATING \$6,000.00 OUT OF STATE OR STATE-AID HIGHWAYS BONDS A-49 FUND TO STEWART TITLE GUARANTY COMPANY, IN PAYMENT FOR LAND TO BE CONVEYED BY MONICO ROCHA, INDIVIDUALLY, AND AS GUARDIAN OF THE ESTATE OF HERLINDA G. ROCHA AND ANTONIO G. ROCHA, MINORS, TO THE CITY OF SAN ANTONIO FOR RIGHT-OF-WAY FOR URBAN EXPRESSWAY (INTERREGIONAL HIGHWAY).

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

1. That ordinance appropriating \$6,000.00 out of the State or State-Aid Highways Bonds A-49 Fund, to Stewart Title Guaranty Company, in payment for land to be conveyed by Monico Rocha, Individually, and as Guardian of the Estate of Herlinda G. Rocha and Antonio G. Rocha, Minors, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lots 18 and 19, New City Block 6245, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, be amended as follows: "That \$6,000.00 be and the same is appropriated hereby out of the State or State-Aid Highways Bonds A-49 Fund to Stewart Title Guaranty Company, in payment for land to be conveyed by Monico Rocha, a single man, individually and as Guardian of the Person and Estate of Herlinds Rocha and Antonio Rocha, Minors, and Angela Rocha, a feme sole, Rosa Rocha, a feme sole, and Trinidad Rocha joined by his wife, Josefina Salas Rocha, to the City of San Antonio, for right-of-way for Urban Expressway (Interregional Highway), being Lots 18 and 19, Block 2, New City Block 6245, situated within the corporate limits of the City of San Antonio, Bexar County, Texas."

2. PASSED AND APPROVED this 30th day of November, A. D. 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White

M A Y O R

APPROVED AS TO FORM :
Jack Davis
Asst. City Attorney

APPRO. NO. 950

AN ORDINANCE 13,466

TRANSFERRING \$90,000.00 FROM THE 1950 GENERAL FUND-PARKING METER ACCOUNT TO THE POLICE & FIREMEN'S PENSION FUND.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$90,000.00 be, and the same is hereby ordered transferred from the 1950 General Fund- Parking Meter Account to the Police & Firemen's Pension Fund.

TRANSFER FROM:

1950 General Fund- Parking Meter Account.....\$90,000.00

TRANSFER TO:

Police & Firemen's Pension Fund.....\$90,000.00

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White

M A Y O R

APPRO. NO. 951

AN ORDINANCE 13,467

APPROPRIATING \$25.00 OUT OF THE 1950 GENERAL
FUND-PROCEEDS OF NOTES- FIRE DEPARTMENT
PAYABLE TO A. G. CAMPA FOR SERVICES RENDERED
FOR THE MONTH OF NOVEMBER, 1950.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$25.00 be, and the same is hereby appropriated out of the 1950 General Fund- Proceeds of Notes-Fire Department, payable to A. G. Camps for services rendered as Secretary, Fireman, Policeman, & Fire Alarm Operators' Pension Fund for the month of November, 1950.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White
M A Y O R

APPRO. NO. 952

AN ORDINANCE 13,468

APPROPRIATING \$16,033.37 OUT OF THE POLICE
& FIREMEN'S PENSION FUND TO PAY PAYROLL FOR
NOVEMBER 30, 1950.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$16,033.37 be and the same is hereby appropriated out of the Police & Firemen's Pension Fund to pay payroll for period ending November 30, 1950, in the amount of -----\$16,033.37.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White
M A Y O R

APPRO. NO. 953

AN ORDINANCE 13,469

APPROPRIATING \$1.09 OUT OF THE 1950 GENERAL
FUND- PROCEEDS OF NOTES- JUDGMENTS & SUITS,
TO REIMBURSE W. RAY SCRUGGS, FOR EXPRESS
CHARGES PAID BY HIM.

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

That \$1.09 be, and the same is hereby appropriated out of the 1950 General Fund- Proceeds of Notes- Judgments & Suits, to reimburse W. Ray Scruggs, for Express Charges paid on Transcript from the Supreme Court to San Antonio, in Cause No. A-2701, Melvin C. Sawyer vs. City of San Antonio, et al.

PASSED AND APPROVED this 30th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White
M A Y O R

APPRO. NO. 954

AN ORDINANCE 13,470

APPROPRIATING \$1,569.39 OUT OF THE ADVERTISING
FUND FOR REIMBURSEMENT FOR EXPENSES INCURRED
BY THE CHAMBER OF COMMERCE IN CONNECTION WITH
THE MUNICIPAL ADVERTISING COMMISSION DURING THE
PERIOD JUNE TO OCTOBER, INCLUSIVE, 1950, PAYABLE
TO CHAMBER OF COMMERCE.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$1,569.39 be, and the same is hereby appropriated out of the Advertising Fund for reimbursement for expenses incurred by the Chamber of Commerce in connection with the Municipal Advertising Commission during the period June to October, inclusive, 1950, payable to the Chamber of Commerce, as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher
City Clerk

A. C. White
M A Y O R

APPRO. NO. 955

AN ORDINANCE 13,471

ACCEPTING BIDS OF HILMER C. UHR, CONTRACTOR, FOR FURNISHING OF MATERIALS AND LABOR FOR CERTAIN IMPROVEMENTS IN TERMINAL BUILDING AT SAN ANTONIO MUNICIPAL AIRPORT: AND APPROPRIATING \$192.00 AND \$350.00 OUT OF THE AIRPORT ADMINISTRATION B-45 FUNDS, IN PAYMENT FOR SAID IMPROVEMENTS

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

1. That the bids of Hilmer C. Uhr, Contractor, dated November 9, 1950 attached hereto and made a part hereof, to furnish all materials and labor necessary to construct extension of Ticket Counter for Trans-Texas Airlines, in the Terminal Building, at the San Antonio Municipal Airport, for the sum of \$192.00, and to furnish all materials and labor to complete the addition to frame partition to present Terminal Building, at the San Antonio Municipal Airport, for the sum of \$350.00, be and the same are accepted hereby.

2. That all other bids are rejected hereby.

3. That the Mayor of the City of San Antonio is authorized and directed to execute contract with Hilmer C. Uhr, Contractor, for the construction of the improvements listed in the bids above referred to, on the standard City form of Construction Contract.

4. That \$192.00 and \$350.00 be and the same are appropriated hereby out of the Airport Administration B-45 Building Funds, in payment to Hilmer C. Uhr, Contractor, for the improvements listed in the bids hereto referred to, upon acceptance by the City of San Antonio on certificate of the Airports Director.

5. PASSED AND APPROVED this 30th day of November, A. D. 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

*** Ord. #13,472
see below
APPRO. NO. 955-A

AN ORDINANCE 13,473

APPROPRIATING THE SUM OF \$535.50 OUT OF THE 1950 GENERAL FUND, SPECIAL AUDIT FUND CREATED BY THE TRANSFER OF FUNDS FROM AUDITOR'S SALARIES - IN PAYMENT TO HOWARD & POPE, ACCOUNTANTS, OF BILLING NO. 2 OF AUDIT OF 1948 TAX ROLL.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$535.50 be, and the same is hereby appropriated out of the 1950 General Fund-Special Audit Fund Created by the Transfer of Funds from Auditor's Salaries in payment to Howard & Pope, Accountants, of Billing No. 2 on Audit of the Departments of the City of San Antonio for the year 1948, as per contract between the City of San Antonio and Howard & Pope, as per itemized statement on file in the office of the City Auditor.

PASSED AND APPROVED on the 30th day of November, 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

AN ORDINANCE 13,472

SETTING ASIDE ASSESSMENTS FOR THE FISCAL YEARS 1946, 1948 AND 1949, ON S.E. 125.4' OF 2 & 3 & W. 27.7' OF 2A & 3A, NEW CITY BLOCK 3406.

WHEREAS, through error of the Tax Assessor's Office, through no fault of the owner of the above described property, land was erroneously assessed for the fiscal years 1946, 1948 and 1949, on the above described property, NOW, THEREFORE,

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

1. That the assessments for the City of San Antonio and San Antonio Independent School District for the fiscal years 1946, 1948 and 1949, on S. E. 125.4' of 2 & 3 W 27.7' of 2A & 3A, New City Block 8406, are invalid and are set aside and the Tax Assessor is hereby authorized and ordered to re-assess such property for the years 1946, 1948 and 1949 in conformity with attached evidence submitted by Tax Assessor and Collector.

2. PASSED AND APPROVED this 30th day of November, A. D. 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

AN ORDINANCE 13,474

SETTING ASIDE ASSESSMENTS FOR THE FISCAL YEARS
1945, 1946, 1947, 1948 AND 1949, ON TRACT 4 &
SE 95' OF 5, NEW CITY BLOCK 8406.

WHEREAS, through error of the Tax Assessor's Office, through no fault of the Owner of the above described property, land and improvements were erroneously assessed on above mentioned property. NOW, THEREFORE,

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

1. That the assessments for the City of San Antonio and San Antonio Independent School District for the fiscal years 1945, 1946, 1947, 1948 and 1949, on Tract 4 and SE 95' of 5, New City Block 8406, are invalid and are set aside and the Tax Assessor is hereby authorized and ordered to re-assess such property for the years 1945, 1946, 1947, 1948 and 1949, in conformity with attached evidence submitted by Tax Assessor and Collector.

2. PASSED AND APPROVED this 30 day of November, A. D. 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

AN ORDINANCE 13,475

SETTING ASIDE ASSESSMENT FOR THE FISCAL YEARS
1947, 1948 AND 1949 ON NO. 121.75' OF 25 OR 4A,
NEW CITY BLOCK 8406.

WHEREAS, through error of the Tax Assessor's Office, through no fault of the owner of the above described property, said property being erroneously assessed as to lawful owner and description of property. NOW THEREFORE,

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

1. That the assessments for the City of San Antonio and San Antonio Independent School District for the fiscal years 1947, 1948, and 1949, on N. 121.75' of 25 or 4A, New City Block 8406, are invalid and are set aside and the Tax Assessor is hereby authorized and ordered to re-assess such property for the years 1947, 1948 and 1949, in conformity with attached evidence submitted by Tax Assessor and Collector.

2. PASSED AND APPROVED THIS 30th day of November, A. D. 1950.

ATTEST:
J. Frank Gallagher,
City Clerk

A. C. White,
M A Y O R

AN ORDINANCE 13,476

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE
CITY OF SAN ANTONIO AND THE ANNEXATION OF CERTAIN
ADDITIONAL TERRITORY ADJACENT TO THE BOUNDARIES OF
THE CITY, SAID AREA BEING THAT PART OF BABCOCK ROAD
AND ADJACENT 150 FEET SOUTHWEST THEREOF, BETWEEN ST.
CLOUD ROAD AND BALCONES HEIGHTS ROAD, BEXAR COUNTY, TEXAS.

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

1. That the bounds and limits of the City of San Antonio are hereby changed and fixed and the extension thereof provided for and additional territory lying adjacent to said City, said area being that part of Babcock Road and adjacent 150 feet southwest thereof, between St. Cloud Road and Balcones Heights Road, Bexar County, Texas, is annexed; and the present bounds and limits of said City are changed so as to include all of the territory described hereby within the corporate limits of the City of San Antonio, which annexed territory is described and included as follows, to-wit:

2. Beginning at a point of intersection of the northeast line of Babcock Road and the east line of St. Cloud Road produced, which point is also the present City Limits line and the northeast corner of the tract herein described; Thence in a northwesterly direction with the northeast line of Babcock Road and the present City Limits line, 712.22 feet to an angle point in the present City Limits line, said point being the south line of Maverick Road; Thence continuing in a northwesterly direction with the northeast line of Babcock Road and Babcock Rd., produced to a point on the south line of Balcones Heights Rd., for the northwest corner of the tract herein described; Thence in a westerly direction across the Babcock Rd., with the south line of Balcones Heights Road produced to a point on the southwest line of Babcock Rd., Thence in a southwesterly direction at right angle to the southwest line of Babcock Rd., 150 ft to an angle point for the southwest corner of the tract herein described; Thence in a southeasterly direction parallel with the southwest line of Babcock Rd., and 1950 feet southwest thereof to a point on the east line of St. Cloud Road; which is also the present City Limits line for the southeast corner of the tract herein described; Thence in a northerly direction with the present City Limits line to the place of beginning.

3. The aforesaid bounds and limits shall include the territory over which the City of San Antonio has jurisdiction.

4. That the City of San Antonio shall become liable and bound for the payment of all legal indebtedness, or pro rate thereof, owing by said area, territory or district for which the City is justly liable upon annexation to the City.

5. That the additional territory and area so annexed, shall be a part of the City of San Antonio, and the inhabitants thereof shall be entitled to all rights and privileges of all the other citizens of the City of San Antonio; and shall be bound by the acts, ordinance and regulations of the City of San Antonio.

6. That the City Engineer shall change the records of his office to conform to the bounds and limits of the City of San Antonio, as changed and fixed by this ordinance.

7. The City Tax Assessor shall change the records of his office to conform to the new bounds and limits, and shall proceed to assess taxes and collect taxes on the property included in the new bounds and limits for the next fiscal year, as now provided by the Charter and Ordinances of the City of San Antonio.

8. After the introduction of this ordinance, and after it has been amended as desired by the Commissioners of the City of San Antonio for final passage, it shall be published in the "Commercial Recorder", in the City of San Antonio, one time; and shall not be passed finally thereafter until at least thirty days have elapsed after said publication.

9. PASSED AND APPROVED THIS 30th day of October, A. D. 1950.

ATTEST:
J. Frank Gallagher, City Clerk

A. C. White,
M A Y O R

AN ORDINANCE 13,477

ACCEPTING BID OF STERLING BROWING TO PURCHASE CERTAIN IMPROVEMENTS ON GIVENS AVENUE; AND MAKING BILL OF SALE THEREFOR.

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

1. That the bid of Sterling Browning, of San Antonio, Texas, attached hereto and made a part hereof, to purchase improvements on City-owned property on Givens Avenue, for the sum of \$2,225.00, be and the same is accepted hereby.

2. That all other bids on said property are hereby rejected.

3. That this ordinance makes and manifests a Bill of Sale from the City of San Antonio, a municipal corporation, to Sterling Browning, as follows:

4. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting hereby by and through A. C. White, Mayor, who is duly authorized by this ordinance, for and in consideration of the sum of \$2,225.00 cash, receipt of which is acknowledged hereby;

5. Has bargained, sold and delivered, and does by these presents bargain, sell and deliver unto the said Sterling Browning, of Bexar County, Texas, the following described property, as is, to-wit:

House containing 5 rooms, bath, garage and storeroom, frame construction, tin roof, concrete porch, known as 407 Givens Avenue, on Lot 5, New City Block 3877.....\$2,225.00 in San Antonio, Bexar County, Texas.

6. It is further agreed and understood that the grantee will remove said buildings from their present locations within fifteen days from the date of this instrument, and will leave the building sites in orderly, clean condition.

7. PASSED, APPROVED AND EXECUTED, this 30th day of November, A. D. 1950.

CITY OF SAN ANTONIO

By A. C. White

M A Y O R

ATTEST:

J. Frank Gallagher City Clerk

AN ORDINANCE 13,478

ACCEPTING BID OF V. A. DULLYE, JR., TO PURCHASE CERTAIN IMPROVEMENTS ON GIVENS AVENUE: AND MAKING BILL OF SALE THEREFOR.

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

1. That the bid of V. A. Dullye, Jr., of San Antonio, Texas, dated November 22, 1950, attached hereto and made a part hereof, to purchase improvements on City-owned property on Givens Avenue, for the sum of \$2,396.00, be and the same is accepted hereby.

2. That all other bids on said property are hereby rejected.

3. That this ordinance makes and manifests a Bill of Sale from the City of San Antonio, a municipal corporation, to V. A. Dullye, Jr., as follows:

4. That the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, acting hereby by and through A. C. White, Mayor, who is duly authorized by this ordinance, for and in consideration of the sum of \$2,396.00 cash, receipt of which is acknowledged hereby;

5. Has bargained, sold and delivered, and does by these presents bargain, sell and deliver unto the said V. A. Dullye, Jr., of Bexar County, Texas, the following described property, as it, to-wit:

House containing 4 rooms, bath and garage, with store room, frame construction, composition roof, and also two small chicken coops in rear, known as 409 Givens Street, on Lot 4, New City Block 3877.....\$2,396.00 in San Antonio, Bexar County, Texas.

6. It is further agreed and understood that the grantee will remove said buildings from their present locations within fifteen days from the date of this instrument, and will leave the building sites in orderly, clean condition.

7. PASSED, APPROVED AND EXECUTED, this 30th day of November, A. D. 1950.

CITY OF SAN ANTONIO

By A. C. White

M A Y O R

ATTEST:

J. Frank Gallagher City Clerk

AN ORDINANCE 13,479

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE A CONTRACT WITH THE DODD CORPORATION, A TEXAS CORPORATION, TO FURNISH SEWAGE SERVICE FOR THE UNITS KNOWN AS SAM HOUSTON VILLAGE, LOCATED UPON THE FORT SAM HOUSTON MILITARY RESERVATION.

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

1. That the Mayor of the City of San Antonio be, and he is hereby authorized and directed, to execute, on behalf of the City of San Antonio, contract attached hereto and made a part hereof, with the Dodd Corporation, a corporation incorporated under the laws of the State of Texas, to furnish sewage service to said Corporation for a period of 10 (Ten) years, on the terms and conditions which are more fully set out in the contract.

2. PASSED AND APPROVED this 30th day of November, A. D. 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White

M A Y O R

AN ORDINANCE 13,480

AN ORDINANCE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON THE PETITION OF ACME LUMBER CO.

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

1. That the petition of Acme Lumber Company, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.

2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.

3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.

4. That this Permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 823 Elizabeth Rd., Lot 32 & 33, County Block 5526, Block 4, Terrell Hills Subdivision, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all provisions hereof, and the conditions are covenants running with the land.

6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.

7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.

8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.

9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the Consideration of this permit.

PASSED AND APPROVED this 30th day of November, A. D. 1950.

ATTEST:

J. Frank Gallagher,
City Clerk

A. C. White

M A Y O R

AN ORDINANCE 13,481

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF CITY LUMBER COMPANY.

Same as Ordinance #13,480, except paragraph 4, which is as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 116 Lyman Street, Lot 5, County Block 5842, Larkwood Addition, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 13,482

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF ACME LUMBER COMPANY.

Same as Ordinance #13,480, except paragraph 4, which is as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 819 Elizabeth Road, Lot S. 35' of 30 all of 31, County Block 5526, Block 4, Terrell Hills Subdivision, and no other person shall be permitted to use the said City Sanitary sewers through the connection hereby made.

AN ORDINANCE 13,483

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF ACME LUMBER CO.

Same as Ordinance #13,480, except paragraph 4, which is as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 815 Elizabeth Road, Lot E 50' of 29 W 30' of 30, County Block 5526, Block 4, Terrell Hills, Subdivision, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 13,484

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF MR & MRS. GEO. W. GRANT.

Same as Ordinance #13,480, except paragraph 4, which is as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 1000 Wiltshire Street, Lot 1 and W 50' of Lot 2, County Bloc, 5878, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 13,485

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS ON
THE PETITION OF CHARLES GARRETT

Same as Ordinance #13,480, except paragraph 4, which is as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 125 Newberry Terrace, Lot 1, No. 20' of Lot 2, County Block 5889, Terrell Hills and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 13,486

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS
ON THE PETITION OF CHARLES GARRETT.

Same as Ordinance 13,480, except paragraph 4, which is as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 400 Rittiman Rd. Lot 16, County Block CB 5881, Terrell Hills, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 13,487

AN ORDINANCE TO USE THE CITY SANITARY SEWERS
BY A CONNECTION OUTSIDE OF THE CITY LIMITS
ON THE PETITION OF RALPH EISER.

Same as Ordinance 13,480, except paragraph 4, which is as follows:

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at Number 104 Gatewood Crt., Lot 17, Block 24, County Block 5742, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

AN ORDINANCE 13,488

APPOINTING AND CONFIRMING BRYAN FRAZAR TO
THE POSITION SPECIFIED HEREINAFTER

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

1. That the person hereinafter named, is appointed and confirmed to the position designated, in the Police Department of the City of San Antonio, effective December 1, A. D. 1950.

2. Bryan Frazar is hereby appointed to the position of Superintendent of the Maintenance Division, Police Department.

PASSED AND APPROVED On the 30th day of November, A. D. 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White

M A Y O R

APPRO. NO. 956

AN ORDINANCE 13,489

APPROPRIATING \$11.80 OUT OF THE PARK REVENUE
BOND- 1945 FUND, PAYABLE TO THE SOUTHWESTERN
BELL TELEPHONE COMPANY FOR SERVICE FOR THE
MONTH OF NOVEMBER.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that

the sum of \$11.80 be, and the same is hereby appropriated out of the Park Revenue Bond- 1945 Fund payable to the Southwestern Bell Telephone Company for services at Willow Springs Gold Course for the month of November, together with Directory Advertising for the same period as per approved statement on file in the City Auditor's office.

PASSED AND APPROVED on the 4th day of December, 1950.

ATTEST:

J. Frank Gallagher
City Clerk

A. C. White

M A Y O R

APPRO. NO. 957

AN ORDINANCE 13,490

APPROPRIATING \$47,492.42 OUT OF 1950
GENERAL FUND, PROCEEDS OF NOTES ACCOUNT
TO PAY PER DIEM PAYROLLS.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, that,

the sum of \$47,492.42 be and the same is hereby appropriated out of the 1950 General Fund, Proceeds of Notes Account to pay per diem payrolls for period ending November 30, 1950, as follows:

Public Affairs in general-----	\$ 1,131.67
Taxation Department -----	234.00