

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE,
ON BEHALF OF THE CITY OF SAN ANTONIO, AN
EXCHANGE DEED WITH THE SAN ANTONIO INDE-
PENDENT SCHOOL DISTRICT.

* * *

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

1. That the City Manager be and is hereby authorized to execute, on behalf of the City of San Antonio, an exchange deed with the San Antonio Independent School District, a copy of said deed is attached hereto and made a part hereof.

2. PASSED AND APPROVED, this 5 day of March, A.D. 1953.

James Bell Stines
MAYOR.

ATTEST:

Frank Gallozy
City Clerk.

DEED OF EXCHANGE

THE STATE OF TEXAS,

COUNTY OF BEXAR.

THIS INDENTURE AND DEED OF EXCHANGE, made this 5th day of March, 1953, between the CITY OF SAN ANTONIO, a municipal corporation under the laws of Texas, located in Bexar County, Texas, acting herein by its City Manager, and hereafter called "CITY", and SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, a public free school corporation, located in Bexar County, Texas, acting herein by Harry H. Rogers, its duly authorized President of the San Antonio Board of Education, Trustees for the District, and hereinafter called "District", WITNESSETH:-

The City, for and in consideration of the conveyances hereafter mentioned and upon the conditions and reservations hereafter stated, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the District all those certain tracts of land located in Bexar County, Texas, and in the corporate limits of the City and more particularly described as follows, to-wit:

FIRST TRACT: Being out of what is called San Jacinto Park and beginning at the intersection of the East boundary line of Stadium Drive and the North boundary line of New City Block 3242;

THENCE in an Easterly direction with the South boundary line of San Jacinto Park and the North boundary line of New City Block 3242 a distance of 950 feet;

THENCE in a Northeasterly direction to a point located in the South boundary line of Alpine Drive, said point being 250 feet West of the West boundary line of North St. Mary's Street upon a line measured at right angles to the West boundary line of North St. Mary's Street;

THENCE Westerly with the South boundary line of Alpine Drive to its intersection with the East boundary line of Stadium Drive;

THENCE Southerly with the East boundary line of Stadium Drive to the place of beginning.

There is excepted and reserved from the premises herein conveyed a strip of land to extend from the East boundary line of Stadium Drive across said premises toward North St. Mary's Street, such strip to be used for street purposes and to be 60 feet in width measured from curb to curb to be located across said premises at any point to be selected and designated by the City for the purpose of constructing a public street, title to said strip being reserved in the City, provided that the said strip shall be used only for the purpose of a public street, and, in event the City finally abandons such use, titles to said strip shall thereupon vest in the District.

SECOND TRACT: A tract of land containing approximately 22 acres, more or less, and being more definitely described by metes and bounds as follows:

BEGINNING at the Southeast corner of Elgin Street and Patti Street;

THENCE along the South line of Patti Street, North $88^{\circ}55'$ East, 692.0 feet to a point in the South line of Patti Street;

THENCE South $1^{\circ}00'$ East, 1383.4 feet to a point;

THENCE South $88^{\circ}30'$ West, 692.03 feet to a point in the East line of Elgin Street;

THENCE North $1^{\circ}00'$ West along the East line of Elgin Street, a distance of 1386.3 feet to the point of BEGINNING.

This conveyance of Tract Two, above described is upon condition that the District shall erect or begin the erection of a school building, or buildings, upon said premises within five (5) years after date of this deed, provided, the District in event it has not definitely concluded to begin such construction shall, on the expiration of five years, have an option for an additional period of five (5) years to construct or begin the construction of such school building or buildings as the District may decide to erect thereon; provided, further, that upon the expiration of five years or the expiration of an additional five years, should the District elect to take such additional term, the City shall have the option to repurchase said premises on the basis of One Thousand Dollars (\$1,000.00) per acre or pro rata for part of an acre, such option to be exercised within ninety (90) days after the expiration of said five years or such additional five years. Upon failure to exercise such option within the period specified it shall become null and void and all rights of the City thereunder shall immediately cease.

And the District, in consideration of the conveyance to it by the City of San Antonio of the premises above described as Tracts One and Two upon the terms and conditions above mentioned, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the City all those certain premises located in Bexar County, Texas, and in the corporate limits of the City and more particularly described as follows, to-wit:

Lots Four (4) and Five (5), City Block 155, fronting on the West side of South Alamo Street and being the same premises conveyed to the District by George W. Brackenridge by deed dated February 19, 1903, of record in Vol. 189, pp. 546-547 of the Deed Records of Bexar County, Texas, which is here referred to, and by F. Groos and Hulda Groos by deed dated February 19, 1903, of record in Vol. 189, on pages 547-548 of the Deed Records of Bexar County, Texas, which is here referred to, each of said deeds conveying an undivided one-half (1/2) interest in said premises to the District.

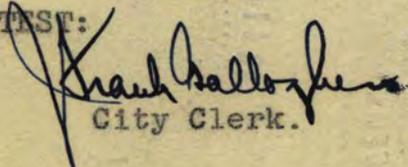
And each party hereby SELLS, GRANTS AND CONVEYS to the other the respective premises above described with all appurtenances there-to belonging.

TO HAVE AND TO HOLD the said premises received by each party unto such respective party, its successors and assigns FOREVER in exchange for the premises conveyed to each respective party.

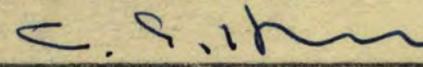
And each party does hereby bind itself, its successors and assigns, respectively, to warrant and forever defend all and singular the said premises, respectively, each to the other, their successors and assigns, respectively, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN TESTIMONY WHEREOF, the said City of San Antonio has caused these presents to be signed by its City Manager and attested by its City Clerk, and its corporate seal affixed; and the San Antonio Independent School District has caused these presents to be signed by Harry H. Rogers, President of the San Antonio Board of Education, attested by its Secretary, and its corporate seal affixed; this 5 day of March, A.D. 1953.

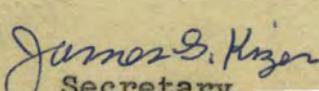
ATTEST:


City Clerk.

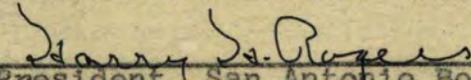
CITY OF SAN ANTONIO

By  City Manager.

ATTEST:


Secretary

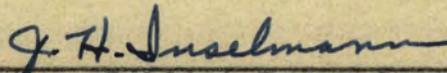
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT,

By 
President, San Antonio Board of

THE STATE OF TEXAS,
COUNTY OF BEXAR.

BEFORE ME, the undersigned, a Notary Public of Bexar County, Texas, on this day personally appeared C. A. HARRELL, City Manager of the City of San Antonio, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of San Antonio, Texas, a municipal corporation, and that he executed the same as the act of such municipal corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 5th day of March, A.D. 1953.

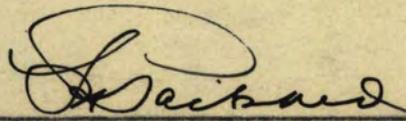

Notary Public, Bexar County, Texas.

THE STATE OF TEXAS,
COUNTY OF BEXAR.

BEFORE ME, the undersigned, a Notary Public of Bexar County, Texas, on this day personally appeared HARRY H. ROGERS, President of the San Antonio Board of Education, Trustees for the San Antonio Independent School District, a public free school corporation, of San Antonio, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said San Antonio Board of Education, Trustees for the San Antonio Independent School District, a public free school corporation, and that he executed the same as the act of such public free school corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 6 day of ~~March~~, A.D. 1953.

April


Notary Public, Bexar County, Texas.
L. H. PACKARD
Notary Public, Bexar County, Texas.

~~18~~ MAR 5 1953

18845

AN ORDINANCE AUTHORIZING THE CITY
MANAGER TO EXECUTE, ON BEHALF OF
THE CITY OF SAN ANTONIO, AN EX-
CHANGE DEED WITH THE SAN ANTONIO
INDEPENDENT SCHOOL DISTRICT.

5

PASSED AND APPROVED

Council Meeting MAR 5 1953 19

City Clerk

RECORDED

Minute Book aa Page

Ordinance Book y Page 460

CITY ATTORNEY'S OFFICE
SAN ANTONIO, TEXAS



VOTE

Meeting of the City Council MAR 5 1953, 195

Resolution } Motion by Member of Council _____
 Ordinance }

Approp. No. _____ Ord. No. 18845

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

*Ord + Deced
 for Signature
 of S. A. Ord Sec. Dist Branch*

VOTE

7
19 18845

Meeting of the City Council _____, 1953

Resolution } Motion by Member of Council _____
Ordinance }

Approp. No. _____ Ord. No. _____

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

19
when the above letter
of the City manager
was read the Mayor
called upon Mr. Wiley
Knight atty for the
School Board who
gave the background
of the deal to trade
properties with the City

and who also went into the need
of the School for the lands involved
He was questioned by Mrs. Berhardt
& Mr. Schmidt

Councilman Spivey said he
thought the area in the site plan
should be 30 acres instead of
20 - Mr. Harvey McDonald

VOTE

719 3

Meeting of the City Council

195

Resolution }
Ordinance } Motion by Member of Council

Approp. No.

Ord. No.

	Roll Call	Aye	Nay	Aye	Nay
A. C. WHITE Member of Council Pl. 1					
RUBEN R. LOZANO Member of Council Pl. 2					
ALVIN E. SCHMIDT Member of Council Pl. 3					
HAROLD W. KELLER Member of Council Pl. 4					
T. N. TUCKER Member of Council Pl. 5					
H. SPIVEY					
MRS. MANFRED J. GERHARDT					
MIKE A. CASSIDY Member of Council Pl. 7					
DR. NELSON GREEMAN Member of Council Pl. 8					
SAM BELL STEVES Member of Council Pl. 9					

asked that the Council in making a trade for the Park property require that the deed or contract provide that if it is but used for a school within 5 years the city

could buy it back for a given price set in the contract
 Dr. Ballers spoke regarding the need for additional parking space at Adams Stadium & the reason why the School Board wants the additional land
 Mr. Heckens Presy. Highland

VOTE

Meeting of the City Council _____

2/19, 1953

Resolution } Motion by Member of Council _____
 Ordinance }

Approp. No. _____

Ord. No. _____

	Roll Call	Aye	Nay	Aye	Nay
A. C. WHITE Member of Council Pl. 1					
RUBEN R. LOZANO Member of Council Pl. 2					
ALVIN E. SCHMIDT Member of Council Pl. 3					
HAROLD W. KELLER Member of Council Pl. 4					
T. N. TUCKER Member of Council Pl. 5					
W. H. SPIVET Member of Council Pl. 6					
MRS. MANFRED J. GERHARDT Member of Council Pl. 4					
MIKE A. CASSIDY Member of Council Pl. 7					
DR. NELSON GREEMAN Member of Council Pl. 8					
SAM BELL STEVES Member of Council Pl. 9					

Public Lines Club
 read the resolution
 passed by its directors
 & forwarded to
 the School Board
 Mr Harry H
 Rogers Pres of the
 Pa. School Board
 then went into

the needs & problems of the school
 Board x ite agreed that
 the school Board should agree
 to a resale requirement of the
 school is not built on the
 road to be decided

Mr Frank Booker, Pres
 of Pa. Tennis Club gave
 a loan talk on the need for the

VOTE

2/19, 1953

Meeting of the City Council _____, 1953

Resolution }
Ordinance } Motion by Member of Council _____

Approp. No. _____ Ord. No. _____

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

order adjourning
the station on a
Tennis Center
He was questioned
by all Councilmen
An agreement
was reached whereby
the Mayor appointed

a committee to draw up definite
agreement for presentation to
the Council on Feb 26 -

The committee to consist of
Mrs Gerhardt, Councilman Schmidt
Mayor Steves & to be assisted
by Parks Director Haycock

VOTE

Meeting of the City Council _____, 195__

Resolution }
Ordinance } Motion by Member of Council _____

Approp. No. _____ Ord. No. _____

	Roll Call	Aye	Nay	Aye	Nay
A. C. WHITE Member of Council Pl. 1	<p><i>Mr Sam Picklin for Chamber of Commerce opposed the source of its members in working out an agreement to the above.</i></p> <p><i>Mr Howell Jones for the Chamber of Com. said he was instructed to inform the Council that his body had heretofore approved of a plan for a Veterans Center on the site in question but that this is not the same proposition they endorsed they think perhaps for Adams</i></p>				
RUBEN R. LOZANO Member of Council Pl. 2					
ALVIN E. SCHMIDT Member of Council Pl. 3					
HAROLD W. KELLER Member of Council Pl. 4					
T. N. TUCKER Member of Council Pl. 5					
XXXXXXXXXX MRS. MANFRED I. GERHARDT Member of Council Pl. 6					
MIKE A. CASSIDY Member of Council Pl. 7					
DR. NELSON GREEMAN Member of Council Pl. 8					
SAM BELL STEVES Member of Council Pl. 9					

VOTE

Meeting of the City Council _____, 195__

Resolution } Motion by Member of Council _____
 Ordinance }

Approp. No. _____ Ord. No. _____

	Roll Call	Aye	Nay	Aye	Nay
A. C. WHITE Member of Council Pl. 1	<i>Stadium</i>				
RUBEN R. LOZANO Member of Council Pl. 2					
ALVIN E. SCHMIDT Member of Council Pl. 3	<i>definitely needed</i>				
HAROLD W. KELLER Member of Council Pl. 4					
T. N. TUCKER Member of Council Pl. 5					
G. W. HOFFER MRS. MANFRED J. GERHARDT Member of Council Pl. 6					
MIKE A. CASSIDY Member of Council Pl. 7					
DR. NELSON GREEMAN Member of Council Pl. 8					
SAM BELL STEVES Member of Council Pl. 9					



AMERICA'S FASTEST GROWING MAJOR CITY!

City of San Antonio

C. A. Harrell
City Manager

February 19, 1953

Hon. Mayor and Members of Council
City of San Antonio, Texas

Subject: Transfer of park properties--
S. A. School District

Gentlemen:

For the information of Council, I am quoting below a letter from the San Antonio Independent School District with regard to the proposed use of the South Side Lions' Park site:

"Acting for Superintendent Thomas B. Portwood, who is absent from the city, I have been asked by Mr. Ernest Rambo, our building co-ordinator, to answer your verbal inquiry as to the purpose to which we propose to put the South Side Lions Park site and the approximate date of building construction thereon.

"We are busy in many sections of the city, especially in the outlying parts of our school district, attempting to locate and obtain sites for future school building construction. The South Side Lions Park site has a definite part in this overall program.

"While our most serious problem, at the moment, is in the elementary school facilities, the upsurge in pupil load for the junior high school grades is just around the corner. With that thought in mind, we are about to build two new junior high schools, one in the northwest section and one in the extreme western part of the school district. With the need for new and additional junior high school facilities in the southeastern section of the district, we had determined upon the South Side Lions Park site as ideal for that purpose. While heavy pupil load will occur first in the junior high school grades, it will not be too long before it faces the senior grades. Therefore, we have in our thinking the possibility of a junior-senior unit (grades 7 through 12) for this site.

"I understand you have requested that we furnish you with an approximate date of construction, should this site be deeded to this school district. As you, in your position and with your experience, must well know, this is very difficult to say. Certainly we could not make any promise of a specific date. Perhaps the best we could say is that the present situation gives indication that we will need to have a junior school in that area within the near future, barring, of course, a drastic change in the whole picture."

Yours very sincerely,

C. A. Harrell
City Manager

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
141 LAVACA STREET
SAN ANTONIO 3, TEXAS

OFFICE OF
RESEARCH DIVISION

February 16, 1953

Mr. C. A. Harrell
City Manager
City Hall
San Antonio 5, Texas

Dear Mr. Harrell:

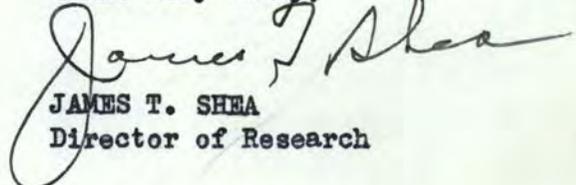
Acting for Superintendent Thomas B. Portwood, who is absent from the city, I have been asked by Mr. Ernest Rambo, our building co-ordinator, to answer your verbal inquiry as to the purpose to which we propose to put the South Side Lions Park site and the approximate date of building construction thereon.

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I understand you have requested that we furnish you with an approximate date of construction, should this site be deeded to this school district. As you, in your position and with your experience, must well know, this is very difficult to say. Certainly we could not make any promise of a specific date. Perhaps the best we could say is that the present situation gives indication that we will need to have a junior school in that area within the near future, barring, of course, a drastic change in the whole picture.

Yours very truly,


JAMES T. SHEA
Director of Research

JTS:mds



AMERICA'S FASTEST GROWING MAJOR CITY!

City of San Antonio

C. A. Harrell
City Manager

February 12, 1953

Special

Hon. Mayor and Members of Council
City of San Antonio, Texas

Subject: Transfer of Park Properties

Gentlemen:

The City has been approached by the School Board with regard to two problems:

1. The increasing of parking area in connection with the Alamo Stadium; and
2. The obtaining of part of the present Southside Lions Park.

For some time the Recreation Department had been considering the possible use of the old German-English School on South Alamo Street in connection with its program. While the foregoing problems were under discussion with the School Board, the Conservation Society approached the City to ask if it were possible for the Recreation Department to use the properties of the old German-English School in order that they might be preserved for their historical significance.

These three matters have been the subject of much discussion and many conferences between the City and the School Board, the net result being that the School Board has expressed its willingness to deed to the City the property of the old German-English School in exchange for certain properties in San Jacinto Park and in Southside Lions Park. The properties under discussion are set forth in three attached sketches.

The Real Estate Agent of the City has appraised all three properties. The combined value placed by him on the two park properties are approximately the same as the value placed upon the German-English School property. In this connection there is quoted below a letter from the Director of Parks and Recreation setting forth his recommendation and that of the Parks and Recreation Advisory Board:

"At our last meeting on February 5, the Parks and Recreation Advisory Board unanimously approved and recommended the trade of San Jacinto Park and 20 acres of the South-Side Lions Park to the San Antonio Independent School District for the German-English School on South Alamo Street. Information from Mr. Adams, City Real Estate Agent, indicates the properties are approximately of equal value.

"The following points were expressed during discussion of this trade:

1. All three portions would continue to be the property of the public with only the Administrative Agency changing.
2. Each piece of property can and will be of greater benefit and use to the public as a result of the trade.
3. A loss of 20 acres from the Southside Lions Park still leaves an area comparable in size to Brackenridge Park.

"We concur in the recommendation of the Board and request an early completion of this trade."

The Director of Parks and Recreation has further written me as follows:

"We have investigated the legality of trading approximately 15 acres of San Jacinto Park and 20 acres of the Southside Lions Park, both undeveloped, to the School District for the German-English school property on South Alamo Street. As far as we are able to determine, the status of each piece of property is as follows:

"San Jacinto Park: Several portions of this park have been disposed of previously, with over 200 acres going to Trinity University, thereby precluding any difficulty from a legal standpoint.

"South Side Lions Park: This area is dedicated for park purposes and for public use by ordinance since the property was purchased by the City. The school area would still be considered 'public use'.

"German-English School: A legal opinion from Davis, Clemens, Knight and Weiss is attached which states that the school board has the right to dispose of this property as they see fit.

"It is our opinion therefore, that this transaction can legally be consummated according to the deeds involved. The Legal Department has verbally concurred in this opinion."

The action of the Planning Commission in this respect is given below:

"The Department of Planning and Parks and Recreation Department have been working on a plan for some time whereby that property known as the Old German-English School might be conserved and put to use as City office space for the Parks and Recreation Department, as well as other departments. The result of these studies are as follows:

"The Parks and Recreation Board have agreed to trade a tract of land of approximately fifteen acres (see sketch) out of San Jacinto Park (located to the south of Alamo Stadium), as well as a twenty acre school site in the Southside Lions Park area, corner of Patti and Elgin (see attached sketch), both sites to be determined at a later date by survey. In turn, the San Antonio Independent School District will deed their property and buildings (see sketch, lots 4 and 5, NCB 155) on South Alamo to the City of San Antonio.

"It should be understood that the area in San Jacinto Park will be developed into additional parking space with relation to Alamo Stadium and will also be available for public parking when programs are being presented at the City Sunken Garden Theater. At the request of Mr. Haycock, an appraisal was made of all properties involved by Mr. Adams of the Real Estate Office; and it was his opinion that the properties in question were of near equal monetary value.

"With this information in mind, the Planning Commission would recommend approval of the trade as proposed."

A resolution passed by the Board of Directors of the Highland Park Lions Club on July 4, 1952, is as follows:

"WHEREAS, in August 1950, the Commissioners of the City of San Antonio, by ordinance duly enacted, permanently designated and set aside 346.45 acres of land out of the Gideon Lee Tract as a public park in and for the City of San Antonio, and named it 'South Side Lions Park'; and

"WHEREAS, the San Antonio Independent School District has determined that one certain 25 acre tract out of said park would be an ideal and advantageous location for a public school, and has requested the Highland Park Lions Club to consider favorably its proposed request to the City Council of the City of San Antonio that a 25-acre tract out of said park be permanently designated for public school purposes; and

WHEREAS, it is considered that the buildings and improvements to be erected on said property would be an extremely valuable addition to the public school facilities and improvements in this area, and would materially enhance the value of this property as a public park;

"NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Highland Park Lions Club, that the Trustees of the San Antonio Independent School District be advised that the Highland Park Lions Club is in favor of the designation of this 25 acre tract out of the SOUTH SIDE LIONS PARK for public school purposes, on condition that should said premises ever cease to be used for free public school purposes, that they should revert to the City of San Antonio for public park purposes;

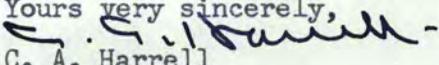
"AND BE IT FURTHER RESOLVED that copy of this resolution be presented to the Trustees of the San Antonio Independent School District in duplicate in order that this resolution may accompany the request of said school district to said City Council.

S/ R. C. Haskel, President

"Attest: Henry H. Klenke,
Secretary."

It is accordingly the recommendation of the City Manager that the City Council authorize the City to exchange certain properties of the South Side Lions Park and San Jacinto Park with the School Board for the old German-English School properties.

If this recommendation is approved by the Council, the necessary legislative preparation will be made asking these exchanges.

Yours very sincerely,

C. A. Harrell
City Manager

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

TO: City Manager

FROM: Director of Parks and Recreation

COPIES TO: Park Board - Legal Department

SUBJECT: Proposed trade with San Antonio School Board

Date February 10, 1953

B

We have investigated the legality of trading approximately 15 acres of San Jacinto Park and 20 acres of the South Side Lions Park, both undeveloped, to the School district for the German-English school property on South Alamo Street. As far as we are able to determine, the status of each piece of property is as follows:

B

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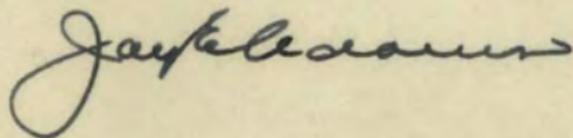
Gus H. Haycock, Director
Parks & Recreation Dept.

GHH/lms

JAY ADAMS

Mr. Haycock:

There is much more to this appraisal problem than indicated on the attached. The report could be very misleading. I would like to sit in on the conference.

A handwritten signature in dark ink, appearing to read "Jay Adams", written in a cursive style.

Compliments of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Home Office, Newark, N. J.

CITY OF SAN ANTONIO



Interdepartment Correspondence Sheet

TO: Director of Parks and Recreation
FROM: Real Estate Agent
COPIES TO: _____
SUBJECT: Valuation Estimates

Date Feb. 3, 1953

San Jacinto Park Plot, 15 to 16 Acres @ \$3000.00	\$ 45,000.00
Hi-Lions Park Plot, 20 Acres @ \$1000.00	\$ 20,000.00
	<u>65,000.00</u>
Old Junior College Site:	
South Alamo Street frontage--- 170 ft.	
South Property line frontage-- 355 ft.	
North Property Line frontage-- 335 ft.	
Rear Property Line Frontage--- 126 ft.	
170 ft. @ \$300.00 per front foot--	\$51,000.00
Improvements-----	<u>\$12,500.00</u>
	\$63,500.00.

Informants:

Marshall Eskridge - owner of 114.5 feet of South Alamo Street frontage adjoining Junior College Site.
P. L. Tschirhart - who made appraisal of Junior College property for school board - his value, \$67,500.00.
H. R. Hohenberger - Realtor and owner of South Alamo Street property.
R. C. Kittel - Realtor and owner of South Alamo Street property.
R. W. Patton - Appraiser.

The value of the Junior College property presumes no restrictions upon use as per opinion of A. V. Knight, and no claim by the Conservation Society pursuant to option agreement.

A more thorough study will be made upon request.

Very truly yours,

Jay E. Adams
Real Estate Agent

jea/ep

CITY OF SAN ANTONIO



Interdepartment Correspondence Sheet

RECEIVED

FEB 9 - 1953

CITY MANAGER

TO: City Manager

FROM: Director of Planning

COPIES TO: _____

SUBJECT: Proposed Trade of City Park Properties for Lots 4 and 5, NCB 155, Belonging to San Antonio Independent School District

Date February 9, 1953

The Department of Planning and Parks and Recreation Department have been working on a plan for some time whereby that property known as the Old German English School might be conserved and put to use as city office space for the Parks and Recreation Department as well as other departments. The result of these studies are as follows:

The Parks and Recreation Board have agreed to trade a track of land of approximately fifteen acres (see sketch) out of San Jacinto Park (located to the south of Alamo Stadium) as well as a twenty acre school site in the Highland Lions Park Area, corner of Patti and Elgin (see attached sketch), both sites to be determined at a later date by survey. In turn, the San Antonio Independent School District will deed their property and buildings (see sketch, lots four and five, NCB 155) on South Alamo to the city of San Antonio.

It should be understood that the area in San Jacinto Park will be developed into additional parking space with relation to Alamo Stadium and will also be available for public parking when programs are being presented at the City Sunken Garden Theater. At the request of Mr. Haycock, an appraisal was made of all properties involved by Mr. Adams of the Real Estate Office; and it was his opinion that the properties in question were of near equal monetary value.

With this information in mind, the Planning Commission would recommend approval of the trade as proposed.

Sincerely,

William O. Parker
Director of Planning

MWM/lh

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

From Jullent talk to J. C. & G. Carr

RECEIVED

FEB 6 - 1953

TO: City Manager CITY MANAGER

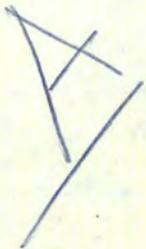
FROM: Director of Parks and Recreation

COPIES TO: Director of Planning

SUBJECT: Trade of Park Property for German-English School

Date February 6, 1953

At our last meeting on February 5th, the Parks & Recreation Advisory Board unanously approved and recommended the trade of San Jacinto Park and 20 acres of the South-Side Lions Park to the San Antonio Independent School District for the German-English School on South Alamo Street. Information from Mr. Adams, City Real Estate Agent, indicates the propertys are approximately of equal value.



The following points were expressed during discussion of this trade:

1. All three portions would continue to be the property of the public with only the Administrative Agency changing.
2. Each piece of property can and will be of greater benefit and use to the public as a result of the trade.
3. A loss of 20 acres from the South-Side Lions Park still leaves an area comparable in size to Brackenridge Park.

We concur in the recommendation of the Board and request an early completion of this trade.

Gus H. Haycock
 Gus H. Haycock, Director
 Parks & Recreation Dept.

GHH/lms

February 9, 1949

Mr. Bailey Peyton, Business Manager,
San Antonio School District,
141 Lavaca Street,
San Antonio, Texas

Dear Mr. Peyton:

In Re: Title to South Alamo Street Property.

You asked whether the School District had the right to sell the premises on South Alamo Street presently leased to San Antonio Junior College District, stating that in the deeds from George Breckenridge and from Franz Groos the property is granted, sold, bargained and conveyed to the trustees "for the use and benefit of the public free schools of the City of San Antonio." We understand also in the habendum clause appears the words "in trust for the use and benefit of the public free schools of the City of San Antonio, Bexar County, Texas."

In my opinion these deeds conveyed the full fee simple title to the San Antonio Independent School District and the District has the absolute right to sell the property and use the proceeds derived therefrom for any legitimate school purpose.

Basis of Opinion.

For future reference I herewith state the reasons for such opinion:

1. The wording is not sufficient to create a trust, being too indefinite as to time, purposes, use, powers of trustee and having no revision or termination provision.
2. The words are not sufficient to reserve any right in the grantors, containing no exception, reservation or reversionary clause in favor of the grantor.
3. A situation practically identical with this deed has been passed upon by the Supreme Court. In Hughes v. Gladewater Co. Line Independent School District, 76 S.W. (2) 471 (Commission of Appeals opinion adopted by the Supreme Court) Hughes conveyed land to the District "for school purposes only for the colored children of the County of Gregg", the deed further providing that the land is deeded "to the trustees for school purposes only for the colored children of District No. 3 of Gregg County, Texas." The deed contained no reversionary clause. The Court held that the use of the words "granted, sold and conveyed," gives an unconditional fee estate

COPY

and that the other words merely denoted "that the grant was made for a particular purpose" and they are not regarded as implying that the grant is conditional.

4. The trustees of a public school district may take the fee estate in land under Articles 2756 and 2753 and under our charter.

5. The Supreme court in the case cited further held that no reversion will occur to the grantor of the district on cessation of the land for public school purposes.

6. Other authorities to the same general effect are:

T. & P. Ry. v. Martin, 71 S. W. (2) 867;

City of Stamford v. King, 144 S. W. (2) 923;

Toole v. Christ Church, 141 S.W. (2) 720 (writ refused).

7. Article 1291 Revised Civil Statutes further controls this deed for it provides that every conveyance shall be deemed an estate in fee simple "if a less estate be not limited by express words or do not appear to have been granted, conveyed or devised by construction or operation of law." Under this article any limitation upon title, any reversion or condition, must be expressly stated in the deed. The use of the words showing the property is granted for the benefit of the public free schools does not constitute a limitation, condition, reversion or exception. They merely describe the purpose for which the land is conveyed, which is for the benefit of the public free schools. These words do not prohibit a sale nor do they authorize a reversion to the grantors.

We trust this answers the question raised by you.

Very truly yours,

DAVIS, CLEMENS, KNIGHT & WEISS

BY

A. V. Knight

STATE OF TEXAS |
 |
COUNTY OF BEXAR |

This agreement between San Antonio Independent School District, a public school corporation, in Bexar County, Texas, and San Antonio Conservation Society, a corporation under the laws of Texas, WITNESSETH:

1. The District hereby gives to the Society the possession, use and occupancy, except as stated below, of the premises, improvements and appurtenances thereto owned by the District located on South Alamo Street in San Antonio, in Bexar County, Texas, (being the same premises formerly used by the District for junior college purposes and recently occupied by San Antonio Union Junior College District) for one (1) year of this agreement.

2. The District reserves and does not give the possession, use and occupancy of those portions of the premises used by the District for a tax assessing and collecting office, such portion being the eastern one-story portion of the building adjacent to South Alamo Street now occupied by the District tax office and the necessary driveway and parking facilities for District employees, and the District further reserves the use of such other portions of the premises presently used by it for the storage of District property until such time, not to exceed sixty (60) days from date hereof, as the Business Manager of the District has made other suitable arrangements for the removal and storage of such property and has surrendered the possession of the premises, or any portion thereof, to the Society.

3. The Society shall have the right to lease the portion of the premises presently or hereafter surrendered to it during said year for any lawful purpose, provided the net rentals received shall be applied to the repair, upkeep and restoration of the portion of the premises delivered to the Society. Net rentals shall be the remainder of rent received after payment by the Society of any amounts for utilities, commissions for procuring tenants or advertising for tenants, and the like expenses, should any such be incurred by the Society.

4. The Society shall also have an option, to be exercised by notice in writing on or before the expiration of said year, to purchase said premises for the sum of Sixty-seven Thousand Five Hundred Dollars (\$67,500.00), the purchase price to be evidenced by a vendor's lien note and to be secured by deed of trust, (both on the current forms prepared by San Antonio Bar Association), payable in monthly installments of Four Hundred Dollars (\$400.00) or more, provided any unpaid balance shall become due on expiration of ten

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COUNTY OF BEXAR |

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(10) years from date of such note, such payments to include both principal and interest at four per cent (4%) and the other provisions, terms and conditions of such sale shall be later mutually agreed, upon, provided the Society shall have the right to prepay any unpaid balance at any time without penalty.

5. It is further agreed the property shall be surveyed and a correct metes and bounds description thereof obtained, which shall apply to and control all agreements, including this agreement.

6. Upon sale of the premises to the Society, the District shall have the option to continue the use of its tax office above mentioned for a period not to exceed five (5) years from date of the deed, the District reserving the right to terminate such occupancy at any time. Upon sale to the Society, the District will credit the note of the Society for the purchase price with the sum of \$100.00 per month upon the principal of said note for each month the District occupies said office or a proportionate part of said sum for any portion of a month.

7. The Society will not demolish or make any major structural changes in any improvements located on the premises during the period of said year without first obtaining the consent of the trustees of the District evidenced by proper Board resolution.

8. The Society, its tenants, agents, or employees shall be responsible for and pay the cost of any utilities used on any portion of the premises occupied by them from and after the beginning of such occupancy, and the District shall pay the cost of any utilities used by it on any portion of the premises not surrendered to the Society.

9. Should the Society fail to exercise its option to purchase the premises, it agrees to surrender the same peaceably upon request at the expiration of one (1) year from date hereof, and the Society agrees it will not make or attempt to make any lease, agreement or contract of any nature attempting or purporting to confer the use or possession of the premises beyond such year unless and until the Society has purchased the premises, and any attempt to do so prior to the expiration of one (1) year from date hereof (unless the Society shall have purchased the premises) shall be wholly void and of no force and effect so far as the District is concerned.

10. It is understood and agreed that the District has no connection with, control of, or interest in the use of the premises surrendered to the Society,

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does not warrant their condition or fitness for any use, and shall not be liable for any damage to persons or property by reason of the use of the said premises by the Society or by any other tenant or person under lease from or by the authority of the Society or otherwise. The Society will hold the District harmless and indemnify the District against any claims of any person for personal injury or property damage, or otherwise, arising by or from the use of the premises by the Society or any tenant or other person under the authority of the Society.

Witness the parties, acting herein by their duly authorized officers, at San Antonio, Texas, this _____ day of _____, 1951.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BY _____
President, San Antonio Board of Education

ATTEST:

Secretary

SAN ANTONIO CONSERVATION SOCIETY

BY _____
President

ATTEST:

Secretary

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BY _____
President, San Antonio Board of Education

ATTEST:

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SAN ANTONIO CONSERVATION SOCIETY

BY _____
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SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BY _____
President, San Antonio Board of Education

ATTEST:

Secretary

SAN ANTONIO CONSERVATION SOCIETY

BY _____
President

ATTEST:

Secretary

Docket

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
OFFICE OF SUPERINTENDENT
SAN ANTONIO, TEXAS

January 30, 1953

RECEIVED

FEB 3 - 1953

CITY MANAGER

Mr. C. A. Harrell
City Manager
City Hall
San Antonio, Texas

Dear Mr. Harrell:

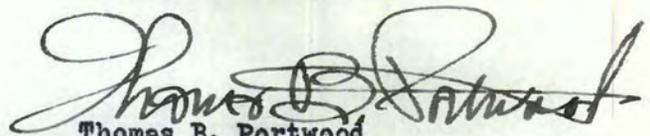
I am writing this letter to you as a matter of information concerning a conference held today between myself and members of the school staff and Mr. Bill Parker and Mr. Gus Haycock representing the city. This conference was held in connection with the proposed trade by the city and the San Antonio Board of Education involving the old Junior College site on South Alamo Street, a parking area adjacent to Alamo Stadium, and a future school site in the Lions Park in southeast San Antonio.

The following agreement was reached as a recommendation to the city and to the Board of Education:

- (1.) That the Junior College property on South Alamo Street be exchanged for the parking area lying south of Alamo Stadium and consisting of approximately fifteen acres and an area of twenty acres lying within the western part of Lions Park. The exact boundary of both pieces of property to be determined later.
- (2.) That the city agree to build a street along the south side of the parking lot property at Alamo Stadium which street is to be properly located and planned to get best use of the area.
- (3.) That approximately 90,000 cubic yards of dirt, understood to be due the city from contractors on the Free-Way, be hauled to the parking lot area for use as fill in developing the area.

It was understood, of course, that this agreement is to be a recommendation as stated above and subject to approval and adoption by both the city and the San Antonio Board of Education.

Very sincerely yours,



Thomas B. Portwood
Superintendent

cc: Mr. Parker
Mr. Haycock

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

Ful
RECEIVED

FEB 3 - 1953

TO: City Manager

FROM: Director of Parks and Recreation **CITY MANAGER**

COPIES TO: Planning Director, Public Works Director

SUBJECT: Park property transaction with School Board

Date February 2, 1953

This is to advise that Mr. Parker and I met with Mr. Thomas Portwood and his associates regarding the proposed transaction of the San Jacinto Park area, south of Alamo Stadium, for the old German-English School on South Alamo Street. I told him that I would recommend to the Park and Recreation Board and the City Manager that this transaction be consummated.

He also insisted, however, that some 20 acres in Hi-Lions Park be included for a future site of a high school. I will discuss this with the Park and Recreation Board at their next meeting on February 5 and will forward their recommendations to you at that time.



Gus H. Haycock
Director of Parks and Recreation

GHH:hh

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

OFFICE OF SUPERINTENDENT
SAN ANTONIO, TEXAS

January 28, 1953

RECEIVED

JAN 29 1953

CITY MANAGER

Mr. C. A. Harrell, City Manager
City Hall
San Antonio 5, Texas

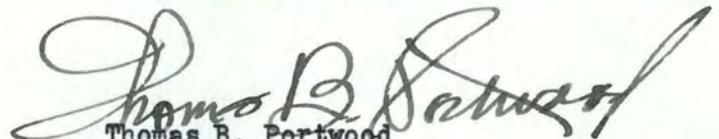
Dear Mr. Harrell:

As you remember, we have been holding discussions concerning working out a trade with the City whereby the City takes over the old Junior College property on South Alamo Street and gives in exchange to the Board of Education an additional parking area at Alamo Stadium and a school site of twenty-five acres located in the tract known as Lions Field Park, in the southeast section of the city. I am wondering if we are in a position to finally close this matter one way or the other.

Members of the Conservation Society, who had an option on the Junior College property, seem to feel that they will be unable to swing the deal and, of course, are interested in seeing the City take it over and conserve it. I believe our Board of Education would be willing to make a trade with the City for the two pieces of property mentioned above if the City has use for the old Junior College site and wishes to enter into such a trade.

We have had a request from a church concerning buying the property but we, of course, are holding off on every other consideration until we know what the City wants to do.

Very sincerely yours,


Thomas B. Portwood
Superintendent

TBP/es

1-29-53

Ret. by Mr. Haycock

CITY OF SAN ANTONIO

Hold for report from Parks & Recreation
not in file
RECEIVED

Interdepartment Correspondence Sheet

DEC 15 1952

CITY MANAGER

TO: City Manager
FROM: Director of Parks and Recreation
COPIES TO: Public Works Director, Director of Planning, Thomas B. Portwood, Mrs. Ethel Harris
SUBJECT: Trade of San Jacinto Park Property for Old German-English School Site on South Alamo

Date December 12, 1952

The following recommendation was made by the Park and Recreation Board at the last meeting:

Mr. Koger Stokes moved that the Board approve the proposal to trade San Jacinto Park for the Old German-English School Site, with the provision that this area be so planned and developed that it would complement the adjoining park and could be used by park patrons whenever necessary. Rev. Osborne seconded the motion. All voting in the affirmative, MOTION CARRIED.

We also recommended this to you in our letter of December 2.

Gus H. Haycock
Gus H. Haycock
Director of Parks and Recreation

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

RECEIVED

DEC 11 1952

CITY MANAGER

TO: City Manager

FROM: Director of Parks and Recreation

COPIES TO: Public Works Director, Director of Planning, Thomas B. Portwood, Mrs. Ethel Harris

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Gus H. Haycock
Director of Parks and Recreation

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

TO: City Manager

FROM: Director of Parks and Recreation

COPIES TO: Director of Planning, Director of Public Works

SUBJECT: Re: Additional Parking Area Adjacent to Stadium and Gym (San Jacinto Park)

Date October 21, 1952

It is my opinion that some plan could be devised whereby the area requested by the School Board in San Jacinto Park could be of use both to the School Board for parking purposes and to the city as a park. This, of course, would require some detailed planning, which we have not had the necessary time or personnel to do at this time. I do not believe, in any event, however, that we could provide the developed parking area by this football season, but they are now using all available space possible in the park at the present time for such parking.

It is my opinion that we should negotiate with the School Board whereby we trade them evenly a 25-acre plot in Hi Lions Park that is undeveloped, dedicated as park, and owned by the city, and a portion of San Jacinto Park just south of the stadium which they wish to use for parking purposes for the property on South Alamo known as the Junior College Site or the old German-English School. I feel certain that this trade would be agreeable to all concerned.

As you may remember, we are most anxious to acquire the property on South Alamo for a recreation center and possibly for additional offices. It is a very important historical building and site which is being supported very strongly by the Conservation Society.



Gus H. Haycock

CITY OF SAN ANTONIO

Carbon Copy

*Rec'd properly from
Parks + Rec.
Planning
Pub. Works*

Director of Planning; Director of Parks and Recreation; Director of Public Works
City Manager

Additional Parking Area Adjacent to Stadium and Gymnasium

October 1, 1952

There is being attached to this letter the original from Mr. Portwood, and to Parks and Recreation and to Public Works a copy, with regard to obtaining certain property around the Stadium for parking purposes.

Will both Mr. Haycock and Mr. Dickson please send their recommendations to the Planning Commission, which, in turn, will study the entire situation and forward the entire file to the City Manager for handling with the City Council.

Yours very sincerely,

C. A. Harrell
City Manager

CITY OF SAN ANTONIO

Carbon Copy

October 1, 1952

Mr. Thomas B. Portwood, Superintendent
San Antonio Independent School District
Lavaca and Matagorda Sts.
San Antonio, Texas

Dear Mr. Portwood:

This will acknowledge your letter of September 25 with regard to obtaining additional parking area adjacent to the Stadium and Gymnasium. I am asking the City departments concerned to make a detailed study of this situation as a basis for whatever action is indicated by the City, and we will let you hear from us as soon as possible.

With kindest personal regards.

Yours very sincerely,

C. A. Harrell
City Manager

cc: Director of Parks and Recreation
Director of Public Works
Director of Planning

D

WHEREAS, in August, 1950, the Commissioners of the City of San Antonio, by ordinance duly enacted, permanently designated and set aside 346.45 acres of land out of the Gideon Lee Tract as a public park in and for the City of San Antonio, and named it "SOUTH SIDE LIONS PARK"; and

WHEREAS, the San Antonio Independent School District has determined that one certain 25 acre tract out of said park would be an ideal and advantageous location for a public school, and has requested the Highland Park Lions Club to consider favorably its proposed request to the City Council of the City of San Antonio that a 25 acre tract out of said park be permanently designated for public school purposes; and

WHEREAS, it is considered that the buildings and improvements to be erected on said property would be an extremely valuable addition to the public school facilities and improvements in this area, and would materially enhance the value of this property as a public park;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Highland Park Lions Club, that the Trustees of the San Antonio Independent School District be advised that the Highland Park Lions Club is in favor of the designation of this 25 acre tract out of the SOUTH SIDE LIONS PARK for public school purposes, on condition that should said premises ever cease to be used for free public school purposes, that they should revert to the City of San Antonio for public park purposes;

AND BE IT FURTHER RESOLVED that copy of this resolution be presented to the Trustees of the San Antonio Independent School District in duplicate in order that this resolution may accompany the request of said school district to said City Council.

S/ R. C. HASKEL
President

ATTEST:

Henry H. Klenke Secretary

C
O
P
Y

Law Offices
MORRISS, MORRISS, BOATWRIGHT & LEWIS
San Antonio 5, Texas

July 11, 1952

Hon. Harry H. Rogers
Aurora Apartment Hotel
509 Howard Street
San Antonio, Texas

Dear Mr. Rogers:

Last April or May, through your designated officials of the School Board, the Highland Park Lions Club was asked to recommend to the City Council of the City of San Antonio that 25 acres from the South Side Lions Park be designated and set aside for the erection of a school or schools.

At a meeting of the Board of Directors of the Highland Park Lions Club on July 4, 1952, resolution was adopted favoring setting aside of 25 acres out of this park for the use of the San Antonio Independent School District. It was the understanding of the directors of the club that the school would be commenced on this property within a period of two years.

On behalf of Mr. R. C. "Cliff" Haskell, retiring president of the Highland Park Lions Club, and of Mr. Tom S. Owen, incoming president, it is my pleasure to transmit two signed copies of this resolution - one for the School Board and one to be used for the School Board in making its application to the City Council for the setting aside of the 25 acres.

The resolution does not contain the legal description of the 25 acres which the school board wanted as this was not available to us, and we understand that the area has been outlined on a map but that field notes are not at this time available. At such time as field notes are available, the club would appreciate receiving copy of such field notes with plat showing the boundary of this area. The club would also appreciate receiving copy of the application made to the City Council at such time as it is filed, and I am authorized to advise you that the club will cooperate with the School Board in every possible way to assist in the setting aside of the acreage requested in order that a school may be erected in this area.

Yours very truly,

S/ Teairl W. Lewis

TEAIRL W. LEWIS

TWL:eb/es

cc - Hon. Thomas J. Portwood

cc - Mr. Oscar Miller

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
SAN ANTONIO 3, TEXAS

OFFICE OF
SUPERINTENDENT

September 25, 1952

Mr. C. A. Harrell, City Manager
City Hall
San Antonio, Texas

Dear Mr. Harrell:

Supplementing previous discussions and oral statements please be advised that San Antonio Independent School District desires to acquire space for additional parking adjacent to its central Stadium and Gymnasium, located on Stadium Drive, and with respect thereto says:

1. There is an area owned by the City bounded approximately by Stadium Drive on the west, Pastores Street on the south, North St. Mary's Street on the east, and Alpine Drive and its connection with Stadium Drive on the north, containing approximately 8 or 9 acres, but excepting therefrom the area occupied by the Hertzberg Music Building.

2. The District desires to acquire the area as an adjunct to the Stadium and Gymnasium and is willing to purchase or exchange property for the same or for a portion of the same, provided a portion can be acquired of a size sufficient to aid the congested parking situation to a substantial degree. The District has available for consideration the property on South Alamo Street known as the Junior College site which it presently considers surplus to its needs.

3. The District is in need of parking space for at least 2,000 automobiles adjacent to the Stadium, its present parking capacity in existing parking lots adjacent to the Stadium being for approximately

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SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
SAN ANTONIO 3, TEXAS

OFFICE OF
SUPERINTENDENT

2,500 cars. The area described above is the most suitable and is the only single adjacent area sufficient to provide the necessary space, such area also being so located that access to the Stadium therefrom is both practical and convenient. Since the closing of Bushnell Avenue and the transfer to Trinity University of all the area owned by the City west of Stadium Drive (formerly available and used for parking purposes), the parking situation has become so acute that it is essential additional space be acquired now.

4. The Stadium and Gymnasium are, of course, for a public purpose, and serve all of the public schools now enrolling some 60,000 scholastics, who are substantially the same persons and members of the same families contained within the limits of the City. They constitute existing facilities which should be protected and further developed both now and in the light of future growth, and a public purpose will be served by such course. The District contemplates making no charge for the use of the facilities by the Public.

5. The use of the area for parking will relieve traffic congestion in that at present the spectators at Stadium events are compelled to and do park on the public streets for great distances in all directions from the stadium.

6. A large part of the area desired is rough, contains rock ledges and ravines, and is not and never has been utilized for any purpose.

7. In event the City contemplates development of all or a portion of the area for its uses, the District desires to procure the remainder of the area provided it be an amount sufficient to afford

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SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
SAN ANTONIO 3, TEXAS

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substantial parking space and to be of real benefit to the District's needs.

8. The undersigned is authorized by the Board of Trustees to present this matter for discussion and negotiation.

You are respectfully requested to consider this matter at the earliest opportunity, and the officials of the District will be glad to meet and discuss the same with any departmental official having charge of or interested in the matter at his convenience.

I am enclosing two copies of this letter in case you wish to file them with department heads.

Very sincerely yours,

Thomas B. Portwood
Superintendent

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CITY OF SAN ANTONIO

Carbon Copy

Director of Planning

City Manager

July 30, 1952

Dear Mr. Parker:

Today I sent to the Director of Parks and Recreation a letter from the Superintendent of San Antonio Independent School District to which was attached copy of resolution passed by the Highland Park Lions Club requesting that 25 acres of the South Side Lions Park be assigned for school purposes.

As soon as you receive the recommendation and file from the Parks and Recreation, I would appreciate your having a very thorough study made of this matter and let me have your recommendation as soon as possible in order that I may take the matter to Council for final decision.

Yours very sincerely,

C. A. Harrell
City Manager

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CITY OF SAN ANTONIO



Interdepartment Correspondence Sheet

TO: City Manager

FROM: Director of Parks and Recreation

COPIES TO: Director of Planning

SUBJECT: _____

Date July 31, 1952

Regarding the request by the San Antonio Independent School District, that the City and the Park Department donate a 25-acre plot in South Side Lions' Park for a new school site, the following recommendation is hereby made:

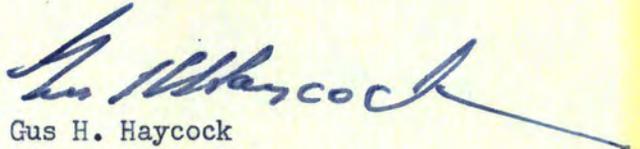
That this property be traded, rather than donated.

We do not wish to leave the impression that such a school would detract from the park. Rather I think it would enhance the value of the park, but we are, at present, much below standard on park area and should, in my opinion, be acquiring more area rather than diminishing the area we have. The standard, as you know, is one acre per 100 population, which should give us approximately 4250 acres. We now have about 2500 acres.

It is my feeling that such properties should be traded, if possible, for the old German-English School and its grounds on South Alamo. We have hopes of obtaining this for use as either a Park and Recreation administrative office or for organized and supervised recreation purposes or both. This property is, of course, of great historical value, and the Conservation Society has just recently approached us on this possibility.

Our department and divisions are, at the present, quite scattered and should be centralized. I am sure that we could landscape, improve, and maintain this property in a manner that would be a credit and asset to our department and to the city.

Too, the School Board is in a much better financial condition than the Parks Department and could, therefore, afford to make such a transaction that would, I believe, be most beneficial to all concerned.


Gus H. Haycock

CITY OF SAN ANTONIO

Carbon Copy

Director of Parks and Recreation

City Manager

July 30, 1952

Dear Mr. Haycock:

Attached is original letter from the Superintendent of the /
San Antonio Independent School District, to which is attached
copy of resolution by the Lions Club of Highland Park.

Please let me have your recommendation on this, sending a
copy of your recommendation to Planning, together with the
file.

In this connection, is this the property there was some talk
of trading to the School Board for the property in which you
are interested -- the property on South Alamo formerly used
by the San Antonio College?

Yours very sincerely,

C. A. Harrell
City Manager

attach.

attached

CITY OF SAN ANTONIO

Carbon Copy

July 30, 1952

Mr. Thomas B. Portwood, Superintendent
San Antonio Independent School District
San Antonio, Texas

Dear Mr. Portwood:

This will acknowledge your letter of July 25 with reference to the desire of the San Antonio Board of Education and the Highland Park Lions Club for the City of San Antonio to set aside a twenty-five-acre tract out of the South Side Lions Park for a site for a proposed high school.

As soon as we have a report on this matter from the Director of Parks and Recreation and the Director of Planning, we shall be very glad to take the question up with the City Council with the view of trying to work out a solution agreeable to all parties concerned.

Yours very sincerely,

C. A. Harrell
City Manager

cc: Director of Parks and Recreation
Director of Planning

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#18845
FEB 19 1953

MAR 5 1953

Exchange
of Properties with
S.A. Independent
School District

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Deed of Exchange
file with Deeds
File 26
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