

AN ORDINANCE

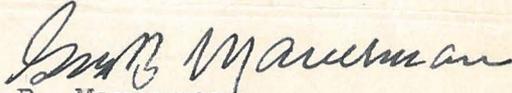
AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE LEASE WITH THE CITY OF ALAMO HEIGHTS FOR CERTAIN PROPERTY FOR PARK, PLAYGROUND AND RECREATIONAL PURPOSES.

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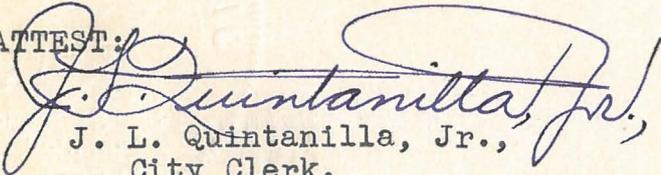
BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the Mayor of the City of San Antonio be and he is hereby authorized to execute lease with the City of Alamo Heights, for certain property therein described, to be used exclusively for park, playground and recreational purposes for the benefit of the citizens of the City of San Antonio and the City of Alamo Heights, for a term of 40 years, commencing on the 1st day of May, 1947 and ending on the 30th day of April, 1987, at an annual rental of \$10.00 per year, all as made and provided in the lease which is hereto attached and made a part hereof.

2. PASSED AND APPROVED this 24th day of April, A.D. 1947.


Gus B. Mauermann
M A Y O R .

ATTEST:


J. L. Quintanilla, Jr.,
City Clerk.

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF ALAMO HEIGHTS

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On this the 18th day of April A.D., 1947, the City Council of the City of Alamo Heights, Texas, convened in special session at its regular meeting place, the following members being present, namely:

L. A. Douglas, Mayor

Rigsby Hammond, Alderman

T. A. Miller, Alderman

Frank Robertson, Alderman

H. E. Price, Alderman

C. T. Gay, City Clerk

And among other proceedings had were the following: An ordinance was introduced and unanimously adopted authorizing the leasing of certain property from the City of San Antonio, Texas, said ordinance being entitled and reading as appears below, to-wit:

AN ORDINANCE

AUTHORIZING THE MAYOR OF THE CITY OF ALAMO HEIGHTS, TEXAS TO ENTER INTO A LEASE WITH THE CITY OF SAN ANTONIO FOR CERTAIN PROPERTY FOR PARK, PLAYGROUND AND RECREATIONAL PURPOSES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALAMO HEIGHTS, TEXAS:

1. That the City of Alamo Heights be, and it is hereby, authorized by and through its Mayor, to lease from the City of San Antonio the following described property, to-wit:

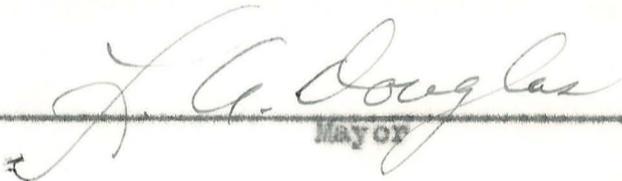
All of the real property owned by the City of San Antonio in and near the Olmos Creek Basin, which is situated within the corporate limits of the City of Alamo Heights, including Lots 1, 2, 3, 4, 5 and 6, Alamo Heights Block 112, Lots 7, 8, 9, 10, 11, 12 and 13, Alamo Heights Block 111, Lots 1, 2, 3 and 4, Alamo Heights Block 113, Lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 12 and 13, Alamo Heights Block 114, Lots 10, 11, 12, 13, 14, 15 and 16 and parts of Lots 8 and 9, Alamo Heights Block 115, Lots 3, 26, 27, 28 and 29, Alamo Heights Block 129, Lots 1 through 20, inclusive, Alamo Heights Block 139, Lots 7 through 18, inclusive, and parts of Lots 1 through 6, inclusive, Alamo Heights Block 140, Lots 1, 9 and 10, Alamo Heights Block 60, Lots 1, 2, 16 and 17, Alamo Heights Block 59, and Lots 10 through 15, inclusive, Alamo Heights Block 58, all in County Block 4024; and also including County Blocks 5215, 5216, 5217 and 5218; except however the following described real estate which is specially excepted from this lease: A tract or parcel of land out of Block E, Alamo Heights subdivision, and conveyed to the City of San

Antonio by general warranty deed, from James C. Talcott, Jr., and Deborah B. Talcott, and duly recorded in volume 866, page 42-43, Bexar County Texas deed records, and more particularly described as follows: Beginning at the North East corner of the above mentioned tract E; Thence South along East line of the said tract E, a distance of 500 feet to a point for the South East corner of this tract; Thence; West a distance of 275 feet to a point of the South West corner of this tract; Thence; north and parrell to the east line of said tract E, to a point in the south line of Park Blvd., for the North West corner of this tract; Thence; East along the south line of Park Blvd., to the point of beginning.

2. That the Mayor of the City of Alamo Heights is hereby further authorized to execute the lease for and in behalf of the City of Alamo Heights with such provisions and on such terms as may be deemed to the best interest of said City.

3. That the Mayor of the City of Alamo Heights is further authorized to enter into such agreements of indemnity with the City of San Antonio as to him may be deemed to the best interest of the City of Alamo Heights and to pay such rental for such property as he may deem best.

PASSED AND APPROVED this the 18th day of April, 1947.



Mayor

ATTEST:



City Clerk

I, C. T. GAY, City Clerk of the City of Alamo Heights, certify that the above and foregoing is a true and correct copy of an ordinance duly adopted by the City Council of the City of Alamo Heights and duly entered in the minutes of said municipal corporation.



City Clerk

THE STATE OF TEXAS |
 |
COUNTY OF BEXAR |

This contract made and entered into by and between the CITY OF SAN ANTONIO, a municipal corporation, of Bexar County, Texas, acting by its Mayor, duly authorized by ordinance, hereinafter usually called San Antonio, and the CITY OF ALAMO HEIGHTS, also a municipal corporation, of Bexar County, Texas, acting by its Mayor, duly authorized by ordinance, hereinafter usually called Alamo Heights, WITNESSETH:

1. In consideration of the covenants and obligations hereinafter agreed to and assumed by Alamo Heights, the said City of San Antonio does hereby grant, demise, let and lease unto the said City of Alamo Heights the following described property situated in the County of Bexar and State of Texas, to-wit:

All of the real property owned by the City of San Antonio in and near the Olmos Creek Basin, which is situated within the corporate limits of the City of Alamo Heights, including Lots 1, 2, 3, 4, 5 and 6, Alamo Heights Block 112, Lots 7, 8, 9, 10, 11, 12 and 13, Alamo Heights Block 111, Lots 1, 2, 3 and 4, Alamo Heights Block 113, Lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 12 and 13, Alamo Heights Block 114, Lots 10, 11, 12, 13, 14, 15 and 16 and parts of Lots 8 and 9, Alamo Heights Block 115, Lots 3, 26, 27, 28 and 29, Alamo Heights Block 129, Lots 1 through 20, inclusive, Alamo Heights Block 139, Lots 7 through 18, inclusive, and parts of Lots 1 through 6, inclusive, Alamo Heights Block 140, Lots 1, 9 and 10, Alamo Heights Block 60, Lots 1, 2, 16 and 17, Alamo Heights Block 59, and Lots 10 through 15, inclusive, Alamo Heights Block 58, all in County Block 4024; and also including County Block 5215, 5216, 5217 and 5218; EXCEPT however the following described real estate which is specially excepted from this lease: A tract or parcel of land out of Block E, Alamo Heights subdivision, and conveyed to the City of San Antonio by general warranty deed, from James C. Talcott, Jr., and Deborah B. Talcott, and duly recorded in volume 866, page 42-43, Bexar County Texas deed records, and more particularly described as follows: Beginning at the North East corner of the above mentioned tract E; Thence South along East line of the said tract E, a distance of 500 feet to a point for the South East corner of this tract; Thence; West a distance of 275 feet to a point of the South West corner of this tract; Thence; North and parallel to the east line of said tract E, to a point in the south line of Park Blvd., for the North West corner of this tract; Thence; East along the South line of Park Blvd., to the point of beginning.

TO HAVE AND TO HOLD the said land and premises hereby demised unto the said City of Alamo Heights, its successors and assigns, with all the rights, privileges, easements and appurtenances thereunto attaching and belonging unto the said City of Alamo Heights for and during the term of forty (40) years commencing on the 1st day of May, 1947, and ending on the 30th day of April, 1987.

2. In consideration of said premises and the leasing thereof, Alamo Heights agrees to pay to San Antonio Ten Dollars (\$10.00) per year, payable in advance, on the 1st day of May of each year, beginning on the 1st day of May, 1947; and as further consideration therefor Alamo Heights agrees, at its own expense and without

cost or expense to San Antonio, to improve and maintain said premises as a park, playground and recreational area for the use and benefit of the citizens of San Antonio and Alamo Heights.

3. This lease is subject to any existing lease or tenancy agreement which San Antonio may have previously entered into as to any portion of said property, but no such pre-existing lease or tenancy agreement shall be renewed and upon the expiration thereof the property covered thereby shall be held by Alamo Heights free and clear of any such pre-existing lease or tenancy agreement.

4. This lease is also subject to any and all restrictions, limitations, covenants and conditions contained in any grant, deed or other instrument of conveyance to San Antonio of any of the property hereby leased. Alamo Heights covenants and agrees that no building or improvement which will float shall be constructed or placed upon said premises below the contour line at the elevation of 728 feet above sea level; and San Antonio reserves the right of entry at any time to inspect and to regulate the use of the demised premises to conform with this contract and to remove anything which may be an obstruction of the reservoir or which might interfere with the Olmos Dam or its equipment. San Antonio shall never be liable for any acts in connection with any such inspection or removal or liable for any loss or damage caused by water or flood to any improvements placed upon the premises.

5. Alamo Heights may sublet or assign the leased premises, or any part thereof, or mortgage or encumber the leasehold interest; provided, however, that said property shall never be used for other than park, playground and recreational purposes.

6. Alamo Heights agrees to indemnify, reimburse and save harmless San Antonio from any and all damages that may be caused by the use of said property and shall protect and indemnify San Antonio from any and all claims and causes of action arising out of the use of said property, Alamo Heights agreeing to defend any litigation arising in connection with such use at its own cost and expense.

7. At the expiration of the term of this lease or any renewal thereof, Alamo Heights covenants and agrees to peaceably yield up possession of said property to San Antonio. And upon such expiration of this lease, or any renewal thereof, all improvements placed upon the property by Alamo Heights shall revert to and become the property of San Antonio.

8. In the event of any violation of any term or condition of this lease agreement by Alamo Heights, San Antonio shall notify Alamo Heights in writing and if Alamo Heights should fail within thirty (30) days after receipt of such notice to remedy the breach or to perform and observe all of the covenants contained in this instrument, San Antonio may at its option cancel the lease and take possession of the leased premises, without being guilty of any manner of trespass, all and every claim for damages for or by reason of such re-entry being expressly waived. San Antonio covenants and agrees that so long as Alamo Heights pays the rent provided for herein and performs each and all of the covenants and obligations herein assumed, it shall peaceably hold and enjoy the demised premises without hindrance or interruption by San Antonio or any other person or persons whomsoever.

9. In consideration of the premises, San Antonio hereby gives and grants to Alamo Heights an option which may be exercised

any time prior to the expiration of the term of this lease, to renew the lease for another term of like duration for the same consideration and on the same terms and conditions as herein provided for.

IN WITNESS WHEREOF, the City of San Antonio, a municipal corporation, has lawfully caused these presents to be executed by the hand of its duly authorized Mayor and the corporate seal of said City to be hereunto affixed, attested by its City Clerk, and the said City Alamo Heights, a municipal corporation, acting by its duly authorized Mayor, does now sign, execute and deliver this instrument in duplicate, and affix the corporate seal of said City hereunto, attested by its City Clerk, this the 24 day of April, 1947.

(SEAL)

CITY OF SAN ANTONIO

ATTEST:

J. D. Quintanilla, Jr.
City Clerk

By:

L. B. Maclean, Jr.
Mayor

(SEAL)

CITY OF ALAMO HEIGHTS

ATTEST:

C. J. Gay
City Clerk

By:

J. A. Douglas
Mayor

TFW:KLK
4-15-47

THE STATE OF TEXAS, |
 |
COUNTY OF BEXAR. |

Before me, the undersigned authority,

in and for said County and State, on this day personally appeared GUS B. MAUERMANN, Mayor of the City of San Antonio, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said City.

GIVEN under my hand and seal of office, this 24 day of April, A. D. 1947.

Olive D. Hodson

Notary Public, Bexar County, Texas.

OLIVE D. HODSON
Notary Public, Bexar County, Texas

THE STATE OF TEXAS, |
 |
COUNTY OF BEXAR. |

Before me, the undersigned authority,

in and for said County and State, on this day personally appeared L. A. DOUGLAS, Mayor of the City of Alamo Heights, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said City.

GIVEN under my hand and seal of office, this 18th day of April, A. D. 1947.

Theo. F. Weiss

Notary Public, Bexar County, Texas.

Theo. F. Weiss