

AN ORDINANCE

35148

ADOPTING AND APPROVING A MINOR AMENDMENT NO. I TO THE AMENDED URBAN RENEWAL PLAN FOR CIVIC CENTER PROJECT, TEX. R-83; AND DIRECTING THAT SAID CHANGE BE FILED AS PART OF THE URBAN RENEWAL PLAN FOR SAID PROJECT.

WHEREAS, the City has adopted a redevelopment plan for Civic Center Project, Tex. R-83 according to provisions of the Texas Urban Renewal Law; and

WHEREAS, said Plan has been amended from time to time for the purpose of improving the design, boundaries and land uses set forth in said Plan; and

WHEREAS, the United States of America, acting by and through its Department of Commerce has requested that the existing amended plan for Civic Center Project, Tex. R-83 be further amended to allow more flexibility in the reuse of a 4.595 acre tract within said Project to be conveyed to the United States of America for the erection of a federal facility; and

WHEREAS, pursuant to the terms of Public Law, 89-685, passed by the 89th Congress, the United States may only accept property in conformance with the provisions of said law and the Federal Property and Administrative Services Act of 1949, which Acts require that land deeded to the federal government be unrestricted; and

WHEREAS, it is the desire of the City to cooperate with the United States for the permanent reuse of the property in the Project area in conformance with the uses permitted in the over-all Urban Renewal Plan, as amended; and

WHEREAS, this Minor Amendment No. I to said amended Plan has been submitted to, and approved by the Board of Commissioners of the Urban Renewal Agency in their Resolution No. 67-1, passed and approved January 24, 1967, and by the City Planning Commission in a Resolution dated January 25, 1967; and

WHEREAS, all of the provisions of the Texas Urban Renewal Law, Article 1269 L-3, Section 7(e) regarding modifications to Urban Renewal Plans have been complied with; now, therefore,

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

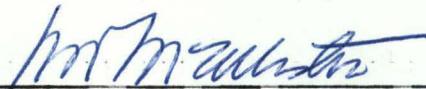
Section 1. Minor Amendment No. 1 consisting of 1 page of textual material setting forth an additional special use classification for use by the United States of American, together with an amended Exhibit, URP-IIA, which supersedes the existing Urban Renewal Land Use Plan for Civic Center Project, Tex. R-83 is hereby adopted, ratified and approved. Said Amendment amends the Urban Renewal Plan dated July 28, 1966 now on file in the office of the City Clerk.

Section 2. Minor Amendment No. 1 is attached hereto and made a part hereof.

Section 3. The City Clerk is hereby directed to maintain a copy of Minor Amendment No. 1 on file in the records of the City, as public notice of the change in land use made in the redevelopment plan for Civic Center Urban Renewal Project, Tex. R-83 and said Amendment shall be binding on all redevelopers within the Project area.

PASSED AND APPROVED this 26th day of January, 1967.

ATTEST:



Mayor



J. A. Inselmann, City Clerk

APPROVED AS TO FORM:



Sam S. Wolf, City Attorney

66831

MINOR AMENDMENT NUMBER I TO AMENDED URBAN
RENEWAL PLAN, CIVIC CENTER PROJECT, TEX. R-83

The Amended Urban Renewal Plan for Civic Center Project, Tex. R-83, dated July 28, 1966, is hereby amended as follows:

1. Exhibit URP-IIA, Land Use Plan, hereby supersedes and takes the place of Exhibit URP-II, attached to the Amended Plan; said Exhibit-IIA is attached to this amendment and made an exhibit hereof.

2. Page 3, Code R-213, Part II entitled: "Land Use Plan", Paragraph A.2., is amended to read:

"2. Exhibit URP-IIA, Land Use Plan, identifies the portion of the project designated for public, semi-public, La Villita, commercial and special use by the United States of America uses, as well as easements required for existing and proposed utilities and land allocations for parks and public parking."

3. Page 4, Code R-213 is amended by adding:

B.1.f. Special Use by the United States of America

The 4.595 acre tract designated for "Special Use by the United States of America", as shown on Exhibit URP-IIA, Land Use Plan, shall be for use as determined by the United States. Said use by the United States will permit public, semi-public and commercial uses as they are defined in Part II.B. of this Plan, for which this tract might hereafter be used by the United States of America, its successors, and assigns, notwithstanding any present or future covenants, restrictions and conditions provided for in the Urban Renewal Plan for the Civic Center Project, Tex. R-83, and any future amendments thereto.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

1. He is a duly qualified and acting City Clerk of the City of San Antonio, and the custodian of the records of the City Council, including the Minutes and records of the proceedings of the City Council of the City of San Antonio, and in that capacity is charged with the responsibility of recording and maintaining Minutes of their proceedings; and that he is duly authorized to execute this Certificate.

2. Attached hereto is a true and correct copy of an Ordinance, including the WHEREAS clauses, adopted at a meeting of the City Council held on the 26th day of January, 1967 (hereinafter called the "Ordinance of the Governing Body").

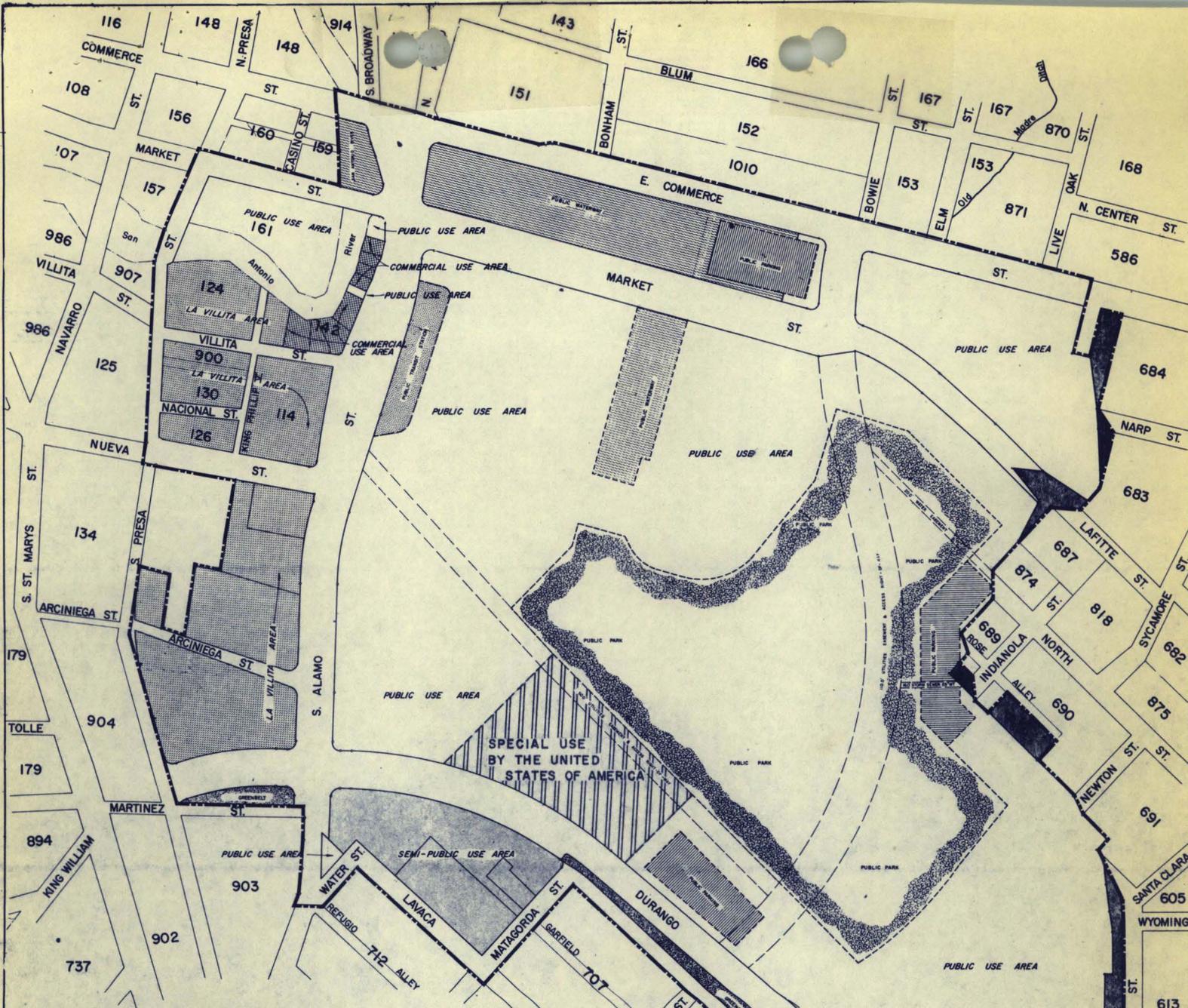
3. Also attached hereto is a true and correct copy of the Minor Amendment No. I to the Urban Renewal Plan for Civic Center Project, Tex. R-83, which has been previously approved by the Urban Renewal Agency of the City of San Antonio, as evidenced by a duly certified resolution of that body attached to the Plan, presented at the meeting, and approved by the Ordinance of the Governing Body.

4. The Ordinance of the Governing Body has been duly recorded in the minutes of the meeting and is now in full force and effect.

5. The meeting was duly conveyed and held in all respects in accordance with law and the by-laws of the City of San Antonio. To the extent required by law or the by-laws, due and proper notice of the meeting was given. A legal quorum of members of the Governing Body was present throughout the meeting, and a legally sufficient number of members of the Governing Body voted in the proper manner for the adoption of the Ordinance of the Governing Body. All other requirements and proceedings under law, the by-laws, or otherwise, incident to the proper adoption of the Ordinance of the Governing Body, including any publication, if required by law, have been duly fulfilled, carried out, and otherwise observed.

6. The seal below constitutes the official seal of the City of San Antonio and was duly affixed by the undersigned at the time this Certificate was executed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 26th day of January, 1967.



LAND USE PLAN, URP # I A
 - CIVIC CENTER, PROJECT NO. 5
 TEX. R - 83
 URBAN RENEWAL AGENCY
 CITY OF SAN ANTONIO, TEXAS

CODE NO:	R-213	DATE:	
CERTIFIED:		REVISIONS:	
APPROVED:			
CHAIRMAN	EXECUTIVE ADMINISTRATOR		
URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO			

- LEGEND**
- PUBLIC USE AREA
 - PUBLIC WATERWAY
 - PUBLIC PARK
 - PUBLIC PARKING
 - PUBLIC TRANSIT STATION
 - SEMI-PUBLIC USE AREA
 - LA VILLITA AREA
 - COMMERCIAL USE AREA
 - PROJECT BOUNDARY
 - PARCELS FOR INTERSTATE HWY. # 37 (PROPOSED)
 - SPECIAL USE BY THE UNITED STATES OF AMERICA

FEET 100 300 500 NORTH

CONTRACT FOR SALE OF LAND FOR REDEVELOPMENT BY PUBLIC BODY

THE STATE OF TEXAS X

COUNTY OF BEXAR X

This agreement (hereinafter called "Agreement") made on or as of the 31st day of January, 1967, by and between the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, a public body corporate and politic of the State of Texas, County of Bexar, hereinafter called "Agency" having its offices at 418 South Laredo Street in the City of San Antonio, Bexar County, Texas and the CITY OF SAN ANTONIO, a public body corporate and politic of the State of Texas, hereinafter called "Public Body" having its office at City Hall, in the City of San Antonio, Bexar County, Texas, to-wit:

W I T N E S S E T H :

WHEREAS, in furtherance of the objectives of the Texas Urban Renewal Law, Article 1269 L-3, V.A.C.S., the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of San Antonio, Texas, hereinafter called "City" and in this connection is engaged in carrying out an Urban Renewal Project known as "Civic Center Project, Tex. R-83" hereinafter called "Project" in an area (hereinafter called "Project Area") located in said City; and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the City Council of the City of San Antonio on August 27, 1964, an Urban Renewal Plan for the Project, which Plan as it may hereafter be amended from time to time pursuant to law and as so constituted from time to time unless otherwise indicated by the context hereinafter called "Urban Renewal Plan"; and a copy of the Urban Renewal Plan,

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as constituted on the date of the Agreement, has been filed in the office of the City Clerk of the City of San Antonio located at City Hall, San Antonio, Texas; and

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan, and particularly to make land in the Project Area available (after acquisition and clearance by the Agency) for redevelopment by a public body for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide, and have provided, substantial aid and assistance to the Agency through a Contract for Loan and Capital Grant dated the 10th day of November, 1964, in the case of the Federal Government, and Cooperation Agreements dated the 27th day of August, 1964, July 7, 1966 and October 13, 1966 in the case of the City:

NOW, THEREFORE, each of the parties hereto for and in consideration of the premises and the mutual obligations herein, does hereby covenant and agree with the other, as follows:

ARTICLE I. GENERAL TERMS OF CONVEYANCE OF PROPERTY

Sec. 1. Sale and Purchase Price. Subject to all the terms, covenants, and conditions of the Agreement, the Agency will sell certain real property in the Project Area more particularly described in Schedule A annexed hereto and made a part hereof (which property, as so described, is hereinafter called "Property"), to the Public Body for, and the Public Body will purchase the Property and pay to the Agency therefor, the amount of One Hundred Sixteen Thousand Seven Hundred Sixty-eight and 89/100 Dollars (\$116,768.89), hereinafter called "Purchase Price". Such payment shall be in cash, or by such check as shall be satisfactory to the Agency, at the time and place provided herein.

Sec. 2. Conveyance. The Agency shall convey to the Public Body, upon payment in full of the Purchase Price by the Public

Body, title to the Property by Warranty Deed or Deeds as may be agreed upon by the Parties hereto, (hereinafter called "Deed"). Such conveyance shall, in addition to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

- (a) Easements and public areas shown in the Urban Renewal Plan for the Project as being reserved for streets, sewers, drains, water, gas, electric, telephone installations, and other public ways and facilities.
- (b) Building and use restrictions for public use semi public use and commercial areas of the Project in the Urban Renewal Plan.
- (c) Provisions of subdivision plat as finally approved by the Planning Commission of the City of San Antonio.

Sec. 3. Delivery of Deed. The Agency shall deliver the Deed and possession of the property to the Public Body by February 15, 1967 or such earlier date as the parties hereto may mutually agree upon in writing. Conveyance shall be made at the office of Alamo Title Company, 201 W. Travis, San Antonio, Texas and the Public Body shall accept conveyance and pay to the Agency at such time and place the Purchase Price.

Sec. 4. Title Procedure.

(a) Agency shall furnish title to the Property insured by Alamo Title Company and shall bear the cost of said title insurance policy. It is stipulated, however, between the parties hereto that should Agency and Public Body agree that such title policy is not necessary on a particular conveyance, that this title policy provision may be waived so long as title as conveyed is approved by attorneys for Agency and Public Body.

(b) Public Body shall record the Deed and pay costs of recordation. Said Deed shall be recorded in the Office of the County Clerk of Bexar County and the Public Body shall pay the

costs incident to such recordation including the costs of Federal documentary stamps, if applicable and not exempt thereof.

ARTICLE II. PREPARATION OF PROPERTY FOR REDEVELOPMENT

Sec. 1. Preparation of Property. The Agency shall, prior to the conveyance of the Property and without expense to the Public Body, prepare the Property for redevelopment, which preparation shall consist of the following:

(a) The demolition and removal to grade of all existing buildings, structures, and obstructions on the Property, including the removal of any debris resulting from such demolition;

(b) The removal of all paving, including curbs, and gutters, sidewalks, and utility lines, installations, facilities, and related equipment, within or on the Property which are to be eliminated or removed pursuant to the Urban Renewal Plan.

(c) Such filling and grading and leveling of the land but not including top soil or landscaping, as shall be necessary to make it ready for construction of the improvements to be made thereon, by the Public Body, it being intended that such filling, grading and leveling conform generally to the respective surface elevations set forth in the Urban Renewal Plan.

(d) The construction by the Agency of any street, public waterway, sidewalk, or other public work as provided by the Urban Renewal Plan.

(e) The filing and approval of a resubdivision plat for the Project Area with the cooperation of Public Body, said resubdivision plan to conform to the Redevelopment and Land Use Plan as provided in the Urban Renewal Plan.

Sec. 2. Other Action by Agency Relating to Preparation. The Agency shall, without expense to the Public Body and prior to the completion of the Improvements as hereinafter defined provide or cause to be provided the following:

(a) Basic utilities, including streets, water, gas and electric lines, drainage facilities and the public water way as provided in the Urban Renewal Plan.

(b) The construction of the public waterway as shown in the Urban Renewal Plan, to commence no later than the 1st day of January, 1967 and to be completed no later than the 1st day of March, 1968.

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Sec. 1. Construction Required. The Public Body as Redeveloper shall be responsible for or cause to be designed and constructed improvements for purposes not inconsistent with the Urban Renewal Plan for the overall Urban Renewal area according to Plans and Specifications prepared by the United States of America only to the extent that it is authorized and funds have been made available.

Sec. 2. Report on Progress. Subsequent to conveyance of the Property or any part thereof to the Public Body, and until construction of the Improvements has been completed, the Public Body shall, upon written request of the Agency, make, in such detail as may reasonably be required by the Agency, and forward to the Agency a report in writing as to the actual progress of the Public Body with respect to such construction. During such period, the work of the Public Body shall be subject to inspection by the Agency.

Sec. 3. Access to Property. Prior to delivery of possession of the Property to the Public Body, the Agency shall permit the Public Body access thereto whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement; and, subsequent to such delivery, the Public Body shall permit access to the Property by the Agency and the City whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement.

Sec. 4. Certificate of Completion. Promptly after completion of the Improvements in accordance with the provisions of the Agreement, the Agency shall furnish the Public Body with an appropriate instrument so certifying. Such certification by the Agency shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in

the Deed with respect to the obligations of the Public Body, its successors and assigns, and every successor in interest to the Property, to construct the Improvements. All certifications provided for in this Section shall be in such form as will enable them to be recorded with the Clerk of Bexar County.

ARTICLE IV. LAND USES

Sec. 1. Restrictions on Land Use. The Public Body agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Public Body for itself, and such successors and assigns, that the Public Body, and such successors and assigns, shall:

(a) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan, for the overall Urban Renewal area as the same may hereafter be amended from time to time; and

(b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

Sec. 2. Effect of Covenants; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in this Article IV. shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City, and the United States (in the case of the covenant provided in subdivision (b) of Section 1 of this Article IV), against the Public Body, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest

therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided (a) in subdivision (a) of Section 1 of this Article IV. shall remain in effect until December 1, 1981 (at which time such agreement and covenant shall terminate), and (b) in subdivision (b) of such Section 1 shall remain in effect without limitation as to time.

Sec. 3. Enforceability by Agency and United States. In amplification, and not in restriction, of the provisions of Section 2 of this Article IV, it is intended and agreed that the Agency shall be deemed a beneficiary of the agreements and covenants provided in Section 1 of this Article IV, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of such Section 1, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency and the United States for the entire period during which such agreements and covenants shall be in force, without regard to whether the Agency or the United States is or has been an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right, in the event of any breach of the covenant provided in subdivision (b) of Section 1 of this Article IV, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Sec. 1. Representation as to Redevelopment. The Public

Body represents and agrees that its purchase of the Property shall be for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan and the Agreement.

Sec. 2. Prohibition Against Transfer of Property and Assignment. Except for the anticipated conveyance of the property to the Federal Government for redevelopment, the Public Body has not made or created, and will not, prior to the proper completion of the Improvements, as certified by the Agency, make or create, or suffer to be made or created, (a) any total or partial sale, conveyance, or lease of the Property, or any part thereof or interest therein, or (b) any assignment of the Agreement, or any part thereof, or (c) any agreement to do any of the foregoing, without the prior written approval of the Agency. Such approval shall be on such condition as the Agency may in its exclusive discretion determine, including, but not limited to, the assumption by the proposed transferee, by instrument in writing, for itself and its successors and assigns, and for the benefit of the Agency, of all obligations of the Public Body under the Agreement.

ARTICLE VI. REMEDIES

Sec. 1. Notice of Default. In the event of any default under or breach of any of the terms or conditions of the Agreement by either party hereto, or any successor or assign of, or successor in interest to, the Property, such party or successor shall upon written notice from the other proceed to remedy or cure such default or breach within thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach or to obtain damages therefor, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations.

Sec. 2. Termination by Public Body. In the event that the Agency does not tender conveyance of the Property or possession thereof in the manner and condition, and by the date, provided in the Agreement and any such failure shall not be cured within thirty (30) days after written demand by the Public Body, then the Agreement shall at the option of the Public Body be terminated, and neither the Agency nor the Public Body shall have any further rights against or liability to the other under the Agreement.

Sec. 3. Termination by Agency. In the event that prior to conveyance of the Property to the Public Body and in violation of the Agreement the Public Body (and any successor in interest) assigns or attempts to assign the Agreement or any rights herein or in the Property, or the Public Body does not pay the Purchase Price for and take title to the Property upon proper tender of conveyance by the Agency pursuant to the Agreement, then the Agreement and any rights of the Public Body or any successor or assign of the Public Body or transferee of the Property under the Agreement or arising therefrom, with respect to the Agency or the Property, shall at the option of the Agency be terminated by the Agency. In such event, except for the right of the Agency to damages for such breach afforded by law, neither the Public Body (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

Sec. 4. Delays Beyond Control of Parties. For the purposes of the Agreement, neither the Agency nor the Public Body, as the case may be, nor any successor of either of them shall be considered in breach of or in default under its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public

enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of sub-contractors due to such causes; it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Sec. 5. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Sec. 1. Conflict of Interest. No member, official, or employee of the Agency shall have any personal interest, direct

or indirect, in the agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Public Body or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Public Body or successor or on any obligations under the terms of the Agreement.

Sec. 2. Equal Opportunity in Construction Employment. The Public Body, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section 2 in every contract or purchase order which may hereafter be entered into between the Public Body and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965:

"Sec. _____. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees with the Public Body as follows:

"(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment adver-

tising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this non-discrimination clause.

"(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the said labor union or workers' representative of the Contractor's commitments under this Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for the purposes of investigation to ascertain compliance with

such rules, regulations, and orders.

"(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purpose of inducing such provisions in any construction contract or purchase order, as required by this Section 2, the term "Public Body" and the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

Sec. 3. Notice. A notice or communication under the Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

(a) in the case of a notice or communication to the Public Body, is addressed as follows: City Manager, City Hall, San Antonio, Texas, and

(b) in the case of a notice or communication to the Agency, is addressed as follows: Executive Director, Urban Renewal Agency, 418 South Laredo Street, San Antonio, Texas, or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched as provided in this Section.

Sec. 4. Agreement Survives Conveyance. None of the provisions of the Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Public Body or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

Sec. 5. Counterparts. The Agreement is executed in two counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Public Body has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

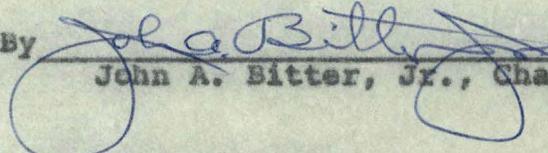
ATTEST:

URBAN RENEWAL AGENCY OF
THE CITY OF SAN ANTONIO



M. Winston Martin, Secretary

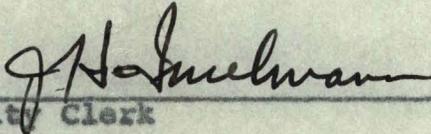
By



John A. Bitter, Jr., Chairman

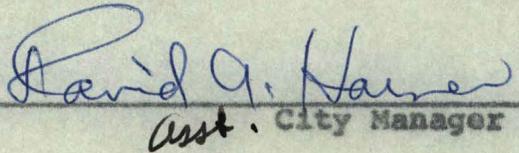
ATTEST:

CITY OF SAN ANTONIO



City Clerk

By



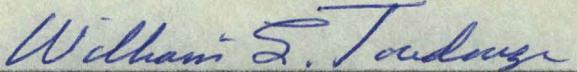
Asst. City Manager

STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared JOHN A. BITTER, JR. and M. WINSTON MARTIN, Chairman and Secretary, respectively, of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas.

GIVEN UNDER my hand and seal of office this 24 day of January, 1967.



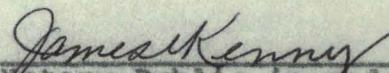
Notary Public in and for
Bexar County, Texas

STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared David G. Harner, known to me to be the person and officer whose name is subscribed to the foregoing instrument as Assistant City Manager of the CITY OF SAN ANTONIO, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said CITY OF SAN ANTONIO.

GIVEN UNDER my hand and seal of office this 31st day of January, 1967.



Notary Public in and for
Bexar County, Texas

EXHIBIT "A"

Field Notes Description for 4.595 acres of land out of N.C.B. 700 and N.C.B. 701 and portions of Matagorda, Victoria and Goliad Streets, being also out of Block 3, N.C.B. 13,814 of the unrecorded subdivision plat for the Civic Center Project No. 5, Tex 83, Urban Renewal Agency City of San Antonio, Bexar County, Texas being more particularly described by metes and bounds as follows:

Beginning at a point in the North R.O.W. line of proposed Durango Blvd., said point of beginning is the most Southerly corner of the tract herein described and bears S 47°30'39" E 67.15' and N 44°50'12" E 147.33' from the point of intersection of the East line of Matagorda Street and the South line of Victoria Street;

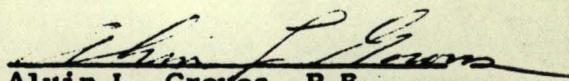
Thence along and with the Northerly right-of-way line of proposed Durango Blvd. N 50°01'38" W 55.11' to the PC of a curve to the left;

Thence with said curve to the left, whose radius is 1255.00', an arc distance of 561.34' to the PT of said curve;

Thence N 44°50'12" E 454.55' to a point for the most northerly corner of this tract, said corner being in the North line of a proposed 50' wide utility easement;

Thence S 45°09'48" E along and with the North line of said 50' wide utility easement, 585.30' to a point for the most easterly corner of this tract;

Thence S 44°50'12" W 280.84' to the place of beginning and containing 4.595 acres of land more or less.


Alvin L. Groves, P.E.
January 22, 1967

1-30-67

STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a Texas municipal corporation, acting by David A. Harner, Assistant City Manager, pursuant to Ordinance No. 34098, adopted February 10, 1966, for and in consideration of the covenants to which this conveyance is made subject hereinafter, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the United States of America all of the following described real property located in the City of San Antonio, Bexar County, State of Texas, to-wit:

A 4.595 acre tract of land out of NCB 700 and NCB 701 and portions of Matagorda, Victoria and Goliad Streets, being also out of Block 3, NCB 13,814 of the unrecorded subdivision plat for the Civic Center Project No. 5, Tex 83, Urban Renewal Agency City of San Antonio, Bexar County, Texas being more particularly described by metes and bounds as follows:

Beginning at a point in the North R.O.W. line of proposed Durango Blvd., said point of beginning is the most Southerly corner of the tract herein described and bears S 47° 30' 39" E 67.15' and N 44° 50' 12" E 147.33' from the point of intersection of the East line of Matagorda Street and the South line of Victoria Street;

Thence along and with the Northerly right-of-way line of proposed Durango Blvd., N 50° 01' 38" W 55.11' to the PC of a curve to the left;

Thence with said curve to the left, whose radius is 1255.00' an arc distance of 561.34' to the PT of said curve;

Thence N 44° 50' 12" E 454.55' to a point for the most northerly corner of this tract, said corner being in the North line of a proposed 50' wide utility easement;

Thence S 45° 09' 48" E along and with the North line of said 50' wide utility easement, 585.30' to a point for the most easterly corner of this tract;

Thence S 44° 50' 12" W 280.84' to the place of beginning and containing 4.595 acres of land more or less.

This conveyance is made subject however to the aforementioned 50 foot utility and access easement, situated within and adjacent to the north boundary of said tract, which is expressly reserved hereby, which is to be used for utilities and for vehicular and pedestrian access to and from various points in the Civic Center Project, and to the following covenants:

To this end the United States of America has agreed and does hereby

Ordinance 35148
1/26/67

agree by acceptance of this deed only to the extent that it is authorized and funds have been made available, to construct and maintain on the tract of land conveyed hereby certain improvements for purposes not inconsistent with the urban renewal plan for the overall urban renewal area.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person, whomsoever lawfully claiming or to claim the same or any part thereof.

Executed this 30th day of January, 1967.

CITY OF SAN ANTONIO

BY: David A. Harner
Assistant City Manager

Attest: J. H. Inelmann
City Clerk

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared David A. Harner, Assistant City Manager of the City of San Antonio, a municipal corporation, 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 as the act and deed of the City of San Antonio and in the capacity therein stated.

WITNESS MY HAND AND SEAL OF OFFICE this 30th day of January, 1967.

Carol Knippa
Notary Public, in and for
Bexar County, Texas

11 B

DISTRIBUTION

DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
AVIATION DIRECTOR			
STINSON FIELD			
BUDGET			
CITY MANAGER			
ASST. CITY MGR.			
CITY PUBLIC SERVICE			
CITY WATER BOARD			
COMMERCIAL RECORDER			
FINANCE DIRECTOR	1/26		
ASSESSOR & COLL.			
CONTROLLER			
CORP. COURT			
INTERNAL AUDIT			
PROPERTY RECORDS			
PURCHASING			
FIRE CHIEF			
HEALTH DIRECTOR			
HOUSING & INSP. DIR.			
LEGAL	1/26		
BACK TAX ATTY.			
CONDEMNATION ATTY.			
LAND. DIV.	1/26		
LIBRARY DIRECTOR			
PARKS & REC. DIR.			
PERSONNEL DIRECTOR			
PLANNING DIRECTOR			
POLICE CHIEF			
PUBLIC INFORMATION			
PUBLIC WORKS DIR.			
ASST. DIRECTOR			
TRAFFIC & TRANSP. DIR.			
URBAN RENEWAL AGENCY			
OTHER:			

REMARKS:

3 2/5

J. H. INSELMANN

ITEM NO. _____

ROLL CALL VOTE 66-831

MEETING OF THE CITY COUNCIL DATE: JAN 26 1967

MOTION BY: Gatti SECONDED BY: Jones

ORD. NO. 35148 ZONING CASE _____

RESOL. _____ PETITION _____

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE No. 1, MAYOR		✓	
DR. HERBERT CALDERON PLACE No. 2		✓	
ROBERT C. JONES PLACE No. 3		✓	
S. H. JAMES PLACE No. 4		✓	
MRS. S. E. COCKRELL, JR. PLACE No. 5		absent	
JOHN GATTI PLACE No. 6, MAYOR PRO-TEM		✓	
FELIX B. TREVINO PLACE No. 7		✓	
GERALD PARKER PLACE No. 8		✓	
ROLAND C. BREMER PLACE No. 9		✓	

BRIEFED BY: Winston Martin =

ADDITIONAL INFORMATION:

restrictions & Civic Center Site =
 WRA - 84 no 4 area =
 street =
 60 x 200 ft lot, no
 1-8-2-4-8 =
 center of Jones G. ave
 (H)