AT:ge 1-5-1 2-6-68

Winston Martin

AN ORDINANCE 36266

AUTHORIZING PURCHASE BY THE CITY OF A .307 ACRE TRACT OF LAND IN CIVIC CENTER PROJECT, TEX. R-83 FROM THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO FOR A CONSIDERATION OF $22,600.00; APPROPRIATING FUNDS THEREFOR; AND AUTHORIZING PAYMENT OF $22,600.00 OUT OF SPECIAL PROJECT ACCOUNT NO. 11-11-01, FUND NO. 1-01, TO THE ALAMO TITLE COMPANY AS ESCROW AGENT IN CONNECTION THEREWITH; AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE OF LAND FOR REDEVELOPMENT BY PUBLIC BODY PERTAINING TO SAID PROPERTY.

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

Section 1. The Deed from the Urban Renewal Agency of the City of San Antonio conveying a .307 acre parcel of land being a portion of Lot 6, New City Block 155 in the City of San Antonio, Bexar County, Texas and located within Civic Center Project, Tex. R-83 is hereby accepted.

Section 2. The consideration for the purchase of the property mentioned in Section 1. above shall be $22,600.00 and the payment of said sum from Account No. 70-01-01 to Special Project Account No. 11-11-01 is hereby authorized and payment from said account to Alamo Title Company as Escrow Agent in the closing of this purchase from the Urban Renewal Agency is hereby authorized.

Section 3. A copy of the Warranty Deed describing the parcel by metes and bounds is attached hereto and its terms are incorporated herein by reference.

Section 4. The City Manager is hereby authorized to execute a Contract for Sale of Land for Redevelopment by Public Body pertaining to the property purchased from the Urban Renewal Agency authorized in Section 1. above. Said Contract is on file in the Office of the City Clerk and its terms are incorporated herein by reference.

PASSED AND APPROVED this 22nd day of February, 1968.

John Matts
MAYOR PRO-TEM

ATTEST:

J. H. Inselmann
J. H. Inselmann, City Clerk

APPROVED AS TO FORM:

Howard W. Walker
City Attorney

APPROVED AS TO FUNDS:

Director of Finance

67 117

21

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			
	ASSESSOR & COLL.			
	CONTROLLER			
	CORP. COURT			
	INTERNAL AUDIT			
	PROPERTY RECORDS			
	PURCHASING			
	FIRE CHIEF			
	HEALTH DIRECTOR			
	HOUSING & INSP. DIR.			
	LEGAL			
	BACK TAX ATTY.			
	CONDEMNATION ATTY.			
	LAND. DIV.			
	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:

J. H. INSELMANN

ITEM NO. 21 67 117

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL DATE: FEB 22 1968

MOTION BY: Trev. SECONDED BY: Jones

ORD. NO. 36266 ZONING CASE

RESOL. PETITION

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE NO. 1, MAYOR		abs	
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		✓	
JOHN GATTI PLACE NO. 6, MAYOR PRO-TEM		abs	
FELIX B. TREVINO PLACE NO. 7		✓	
GERALD PARKER PLACE NO. 8		✓	
PETE TORRES, JR. PLACE NO. 9		abstain	

BRIEFED BY:

ADDITIONAL INFORMATION:

SW corner Alamo & Nueva = City = Cultivez Co.

#5

AT:ge 1-5-1 2[illegible]-68

CONTRACT FOR SALE OF LAND FOR REDEVELOPMENT BY PUBLIC BODY

THE STATE OF TEXAS ⅊

COUNTY OF BEXAR ⅊

This agreement (hereinafter called "Agreement") made on or as of the 22nd day of February, 1968, 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, 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 as amended, 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 a Cooperation Agreement dated the 20th day of April, 1967 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 Twenty-two Thousand Six Hundred Dollars ($22,600.00) 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 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 the 1st day of April, 1968 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 therefrom.

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 be completed no later than the 1st day of April, 1968.

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Sec. 1. Construction Required. The Public Body as Redeveloper shall be responsible for the design and construction of additions to its historic preservation area known as "La Villita", said public municipal area being a part of the City's Convention Center Complex. All work done on said municipal area shall be according to plans and specifications to be approved by the City's planners, engineers and consultants.

Sec. 2. All work by the Public Body with respect to such redevelopment of the property and the construction or the making of other improvements thereon, if any, shall be in conformity with the Urban Renewal Plan, the Agreement, and all applicable state and local laws. Upon written request of the Agency, from time to time, the Public Body will deliver to the Agency, to be retained by the Agency, plans with respect to the improvements to be constructed or otherwise made by the Public Body on the Property, in sufficient completeness and detail to show that the improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and the Agreement.

Sec. 3. Time for Construction. 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 shall begin the redevelopment of the Property through the construction of the Improvements thereon, within twenty-four (24) months from the date of the Deed, and diligently proceed to complete such construction within sixty (60) months from such date. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants of the Agreement pertaining to the Improvements 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 of the community and the Agency and enforceable by the Agency against the Public Body, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein.

Sec. 4. 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. 5. 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. 6. 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 (and it shall be so provided in the Deed and in the certification itself) 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 and the dates for the beginning and completion thereof. All certifications provided for in this Sction 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, 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 State of Texas 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 advertising; 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 nondiscrimination 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:

M. Winston Martin, Secretary

URBAN RENEWAL AGENCY OF
THE CITY OF SAN ANTONIO

By John A. Bitter, Jr.
John A. Bitter, Jr., Chairman

ATTEST:

J. H. Truelmann
City Clerk

CITY OF SAN ANTONIO

By Gerald C. Henckel Jr.
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 7st day of February, 1968.

William S. Tudyse

Notary Public in and for
Bexar County, Texas

STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared GERALD C. HENCKEL, JR known to me to be the person and officer whose name is subscribed to the foregoing instrument as THE 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 22nd day of February, 1968.

Janice Keany

Notary Public in and for
Bexar County, Texas

SCHEDULE A

METES AND BOUNDS DESCRIPTION

FOR PARCEL SEVEN

A tract of land approximately 94 feet by 144 feet containing 0.307 of an acre of land more or less numbered Parcel 7, being a portion of Lot 6, N.C.B. 155, San Antonio, Bexar County, Texas. Said tract of land, located in the Northeast quadrant of N.C.B. 155, lies adjacent to Nueva Street and S. Alamo Street intersection. Said tract of land being more fully described by metes and bounds as follows:

Beginning at a point being the intersection between the South right-of-way line of Nueva Street and the West right-of-way line of Alamo Street for the Northeast corner of this tract;

Thence S 01°40'17" W along the West right-of-way line of S. Alamo Street, 24.93 feet to a point at the beginning of a curve to the left;

Thence in a southerly direction along said curve whose radius is 863.00 feet, also being the West right-of-way line of S. Alamo Street an arc distance of 116.54 feet to a point for the Southeast corner of this tract;

Thence N 81°26'34" W along a line being the common boundary line between Parcel 7 and original Lot 5, 91.58 feet to a point for the Southwest corner of this tract;

Thence N 10°26'22" E along a line being the common boundary line between Parcel 7 and original Lot 7, 64.85 feet to a point;

Thence N 10°44'14" E along said common boundary line, 78.73 feet to a point on the South right-of-way line of Nueva Street for the Northwest corner of this tract;

Thence S 79°44'45" E along said South right-of-way line of Nueva Street, 94.40 feet to the point of beginning and containing 0.307 of an acre (13,385.7 square feet) of land, more or less.

Albert B. Fernandez

Albert B. Fernandez, P.E.
February 5, 1968

SCHEDULE A

AT:ge 1-4-1 2-6-68

MAY-17-68 688730 LS — I

Project Tex. R-83

896678

VOL 5961 PAGE 84

WARRANTY DEED

THE STATE OF TEXAS X

COUNTY OF BEXAR X

KNOW ALL MEN BY THESE PRESENTS:

The URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, Grantor, for and in consideration of the sum of Twenty-two Thousand Six Hundred Dollars ($22,600.00), to it in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the CITY OF SAN ANTONIO, Grantee herein named, all of the following described property located within the City of San Antonio, Bexar County, Texas, to-wit:

> All that certain tract of land located within the City of San Antonio, Bexar County, Texas, containing .307 acres of land more or less being a portion of Lot 6, New City Block 155 and being more particularly described by metes and bounds on Exhibit A hereof.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the saud Grantee for itself, its successors and assigns and every successor in interest. As part of the consideration hereof, Grantee agrees to the following as covenants running with the land:

1. All restrictions, regulations and land uses as set forth in the Urban Renewal Plan for Civic Center Project, Tex. R-83, which was filed on the 27th day of August, 1964, in the office of the City Clerk of the City of San Antonio, Texas, and all amendments thereto. This covenant shall run in favor of the Agency, for a 25 year period from the date of this Deed, without regard to whether the Agency has at any time been, remains, or is owner of any land or interest therein to or in favor of which such covenant relates.

2. 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 thereon or to be erected thereon, or on any part thereof. This covenant shall remain in effect without limitation as to time and the United States shall be a beneficiary and be entitled to enforce it.

3. To construct or cause to be constructed on the above-described land the following improvements according to these requirements:

A. A public facility according to plans and specifications approved by the City Council of the City of San Antonio for the expansion of that public municipal area known as "La Villita" being a part of the City of San Antonio's Convention Center Complex.

B. Promptly begin and diligently prosecute to completion the redevelopment of the property by the construction of the improvements mentioned in Paragraph A. next above; said construction to begin within one (1) year from the date of this deed and be completed within three (3) years from the date of this deed.

C. Grantor will furnish Grantee an Instrument of Certification of Completion for the improvements set forth in Paragraph 3A. above, which certification when filed by Grantee in the Deed Records of Bexar County, Texas shall constitute a conclusive determination of satisfaction and termination of the agreement and covenants set forth herein with respect to the obligation of Grantee, its successors and assigns to construct the improvements enumerated in Paragraph 3A. hereof within the period prescribed for the beginning and completion of same set forth in Paragraph 3B. hereof.

Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the said premises unto said Grantee, its heirs, successors and assigns against every person lawfully claiming or to claim the same or any part hereof.

IN TESTIMONY WHEREOF, the name of Grantor hereunto affixed by the Chairman of its Board of Commissioners and its Seal is affixed by its Secretary this 7th day of February, 1968.

URBAN RENEWAL AGENCY OF THE
CITY OF SAN ANTONIO

By _____
John A. Bitter, Jr.,
Chairman

ATTEST:

_____
M. Winston Martin, Secretary

THE 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 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 7th day of February, 1968.

_____
Notary Public in and for
Bexar County, Texas
WILLIAM S. TOUDOUZE
Notary Public, Bexar County, Texas

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

FOR PARCEL SEVEN

A tract of land approximately 94 feet by 144 feet containing 0.307 of an acre of land more or less numbered Parcel 7, being a portion of Lot 6, N.C.B. 155, San Antonio, Bexar County, Texas. Said tract of land, located in the Northeast quadrant of N.C.B. 155, lies adjacent to Nueva Street and S. Alamo Street intersection. Said tract of land being more fully described by metes and bounds as follows:

Beginning at a point being the intersection between the South right-of-way line of Nueva Street and the West right-of-way line of Alamo Street for the Northeast corner of this tract;

Thence S 01°40'17" W along the West right-of-way line of S. Alamo Street, 24.93 feet to a point at the beginning of a curve to the left;

Thence in a southerly direction along said curve whose radius is 863.00 feet, also being the West right-of-way line of S. Alamo Street an arc distance of 116.54 feet to a point for the Southeast corner of this tract;

Thence N 81°26'34" W along a line being the common boundary line between Parcel 7 and original Lot 5, 91.58 feet to a point for the Southwest corner of this tract;

Thence N 10°26'22" E along a line being the common boundary line between Parcel 7 and original Lot 7, 64.85 feet to a point;

Thence N 10°44'14" E along said common boundary line, 78.73 feet to a point on the South right-of-way line of Nueva Street for the Northwest corner of this tract;

Thence S 79°44'45" E along said South right-of-way line of Nueva Street, 94.40 feet to the point of beginning and containing 0.307 of an acre (13,385.7 square feet) of land, more or less.

Albert B. Fernandez
Albert B. Fernandez, P.E.
February 5, 1968

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF BEXAR

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the DEED RECORDS of Bexar County, Texas, as stamped hereon by me.

MAY 20 1968

COUNTY COURT OF BEXAR COUNTY, TEXAS

James W. Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS

$22,600.00 No. 12968

Alamo TITLE COMPANY

107 EAST TRAVIS STREET AT SOLEDAD
SAN ANTONIO, TEXAS

Alamo Title Company, a corporation of San Antonio, Texas, herein called the Company, for value does hereby guarantee to the party or parties named below, herein styled assured, the heirs, devisees, executors and administrators of the assured, or if a corporation, its successors by dissolution, merger or consolidation, that as of the date hereof, the assured has good and indefeasible title to the following described land:

All that certain tract of land located within the City of San Antonio, Bexar County, Texas, containing .307 acres of land more or less being a portion of Lot 6, New City Block 155, being the same property conveyed to the Insured, more fully described by metes and bounds in warranty deed dated February 7, 1968, from Urban Renewal Agency of the City of San Antonio, filed for record with the County Clerk of Bexar County, Texas, and recorded in Volume 5961, page 84.

Name of the Assured: City of San Antonio

This policy is subject to the General Conditions and Stipulations on the back hereof and to the following matters which are exceptions from the coverage of this policy:

1. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s):

N
O
N
E

2. Restrictive covenants affecting the land described or referred to above.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
4. All taxes for the year 19___ and subsequent years.
5. Rights of parties in possession.

The Company shall not be liable in a greater amount than the actual monetary loss of assured, and in no event shall said Company be liable for more than

TWENTY TWO THOUSAND SIX HUNDRED AND NO/100 Dollars, and shall, except as hereinafter stated, at its own cost defend said assured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title as hereby guaranteed, but the company shall not be required to defend against any claims based upon matters in any manner excepted or excluded under this policy by the foregoing exceptions or by the General Conditions and Stipulations hereof. The party or parties entitled to such defense shall within a reasonable time after the commencement of such suit or proceeding and in ample time for defense therein, give the Company written notice of the pendency of the suit or proceeding, and authority to defend, and the Company shall not be liable until such adverse interest, claim, or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse interest, claim, or right so established shall be for less than the whole of the land, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse interest, claim, or right established may bear to the whole land, such ratio to be based on respective values determinable as of the date of this policy. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to any such interest, claim or right; provided, however, that failure to notify shall not prejudice the rights of the assured if such assured shall not be a party to such action or proceeding, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon sale of the land this policy automatically thereupon shall become a warrantor's policy and the assured, the heirs, devisees, executors and administrators, of such assured, or if a corporation, its successors by dissolution, merger or consolidation, shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he, they or it may sustain on account of any warranty of title contained in the deed executed by assured conveying said land. The Company shall be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof and not excluded either by the foregoing exceptions or by the General Conditions and Stipulations hereof, such liability not to exceed the amount of this policy.

WITNESS the corporate name and seal of the Company by its Vice-President and Assistant Secretary this

17th day of May A. D. 1968

ATTEST

ALAMO TITLE COMPANY

Lawrence W. Cunningham
Assistant Secretary

Larry A. Lovell
Vice-President

RLB:MAM OWNER'S POLICY—FORM PRESCRIBED BY BOARD OF INSURANCE COMMISSIONERS OF TEXAS FORM T-1 10M 12-67

Alamo Title Company

107 EAST TRAVIS STREET AT SOLEDAD
SAN ANTONIO, TEXAS

OWNER'S POLICY

GENERAL CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Assured by reason of any public records; and

(d) "date": the effective date, including hour if specified.

2. Exclusions from the Coverage of this Policy

This policy does not insure against loss or damage by reason of the following:

(a) The refusal of any person to purchase, lease or lend money on the land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof; and the consequences of any law, ordinance or governmental regulation including but not limited to building and zoning ordinances.

(c) Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled in lands, or artificial islands or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto or right of easement along and across the same.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed, or agreed to by the Assured at the date of this policy, or (2) known to the Assured at the date of this policy unless disclosure thereof in writing by the Assured shall have been made to the Company prior to the date of this policy; or loss or damage which would not have been sustained if the Assured were a purchaser for value without knowledge; or the homestead or community property or survivorship rights, if any, of any spouse of any Assured.

3. Defense of Actions

(a) In all cases where this policy provides for the defense of any action or proceedings, the Assured shall secure to the Company the right to so provide defense in such action or proceedings, and all appeals therein, and permit it to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or defending such action or proceeding.

(b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any suit or proceeding and such counsel shall have full control of said defense.

(c) Any action taken by the Company for the defense of the Assured or to establish the title as insured, or both, shall not be construed as an admission of liability and the Company shall not thereby be held to concede liability or waive any provision of this policy.

4. Payment of Loss

(a) No claim shall arise or be maintainable under this policy for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(b) All payments under this policy, except payments made for costs, attorney fees and expenses, shall reduce the amount of the insurance pro tanto; and the amount of this policy shall be reduced by any amount the Company may pay under any policy insuring the validity or priority of any lien excepted to herein or any instrument hereafter executed by the Assured which is a charge or lien on the land and the amount so paid shall be deemed a payment to the Assured under this policy.

(c) The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim insured against by this policy and such payment or tender of payment, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder as to such claim. Further, the payment or tender of payment of the full amount of this policy by the Company shall terminate all liability of the Company under this policy.

(d) Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Assured and it shall be subrogated to and be entitled to all rights and remedies of the Assured against any person or property in respect to such claim. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

5. Policy Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the status of the title insured hereunder must be based on the provisions of this policy, and all notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 107 E. TRAVIS STREET, SAN ANTONIO, TEXAS 78205.

6. This policy is not transferable.