

2. The Mayor of the City of San Antonio is hereby further authorized and directed to execute a lease in favor of the State Health Department of the State of Texas covering sufficient room and space in such building, when,as and if acquired by the City of San Antonio and remodelled, to house the District Public Health personnel, at an annual rental of \$1.00 per year for a term of 99 years.

3. PASSED AND APPROVED this 30th day of March, A.D.1942.

C. K. QUIN  
M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

\* \* \*

City of San Antonio  
San Antonio, Texas

March 16th, 1942

Gentlemen:

In consideration of this company being kept free from any and all liability in connection therewith, the property known as Lots No. 16, 17, 18, 19 and the West 15 feet of Lot No. 20, in N.C.Bk. 1929 is hereby offered to you for use as a site for buildings of the Civilian Defense Program, and the use of this property is offered you free from rental charge.

It is understood and agreed however, should this company have use of said land for development purposes, you will remove any and all improvements within ten days after a notice is mailed you requesting such removal. For your information will say, at the present time there does not seem to be any early demand for this property, in sight.

Your signature on the line below provided for your acceptance will complete this agreement.

Yours truly,  
FREDERICKSBURG ROAD INVESTMENT CO.  
By           L. E. Fite          

ACCEPTED  
CITY OF SAN ANTONIO  
          C. K. QUIN          

ATTEST:

Jas. Simpson  
City Clerk

\* \* \*

05-406

AN ORDINANCE (1111)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE A SURVEY AND EXPLORATION PERMIT IN FAVOR OF THE UNITED STATES GOVERNMENT COVERING A TRACT OF LAND 50 x 74.4 FEET IN SIZE, SITUATE IN NEW CITY BLOCK 928, WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute a Survey and Exploration Permit in favor of the United States Government covering a tract of land 50 x 74.4 feet in size, in New City Block 928, situate within the corporate limits of the City of San Antonio, Bexar County, Texas, copy of form of said Survey and Exploration Permit being hereto attached and made a part hereof.

2. PASSED AND APPROVED this the 2nd day of April, A.D. 1942.

C. K. QUIN  
M A Y O R

ATTEST:

Jas. Simpson

City Clerk

- - -

05-407  
AN ORDINANCE (1130)

AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE RECEIPT OF NOTICE OF RENEWAL OF CONTRACT, AND EXTENSION OF SAID CONTRACT, FOR SEWAGE DISPOSAL SERVICE AT FORT SAM HOUSTON, TEXAS, FOR PERIOD OF ONE YEAR BEGINNING JULY 1, 1941 AND ENDING JUNE 30, 1942

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute Receipt of Notice of Renewal of Contract, and extension of said contract, No. W-409-qm-1640, dated June 21, 1940, for Sewage Disposal Service at Fort Sam Houston, Texas, for the period of one year beginning July 1, 1941 and ending June 30, 1942, upon the same terms and conditions as set out in the original contract.

2. PASSED AND APPROVED this 9th day of April, A.D. 1942.

C. K. QUIN

MAYOR

ATTEST:

Jas. Simpson

City Clerk

- - -

05-408  
AN ORDINANCE (1131)

ACCEPTING THE BID OF L. B. HORN AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OF LEASE COVERING 322.44 ACRES OF LAND IN OLMOS BASIN

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

1. That the proposal of L. B. Horn, dated March 25th, 1942, to lease 322.44 acres of land lying north of and adjoining the Basse Road, and lying northwest of and adjoining the right-of-way of the I & GN Railroad, and said track being shown on plat in Engineer's Office of the City of San Antonio, Texas, and situate in Olmos Basin, at a rental of Forty Cents (\$0.40) per acre annually, for a term commencing April 1, 1942 and ending May 31, 1943, be and the same is hereby accepted.

2. That the Mayor be and he is hereby authorized to execute lease contract covering said 322.44 acres of land with L. B. Horn, on the terms and conditions set forth in said proposal, and in said lease contract on file in the office of the City Clerk.

3. All other bids are hereby rejected.

4. PASSED AND APPROVED this 9th day of April, A.D. 1942.

C. K. QUIN

MAYOR

ATTEST:

Jas. Simpson

City Clerk

- - -

05-409  
AN ORDINANCE (1132)

AMENDING AN ORDINANCE ENTITLED "AN ORDINANCE AMENDING RULE 39 OF AN ORDINANCE ENTITLED 'AN ORDINANCE REGULATING THE GOVERNMENT OF TRAFFIC ON THE STREETS, PLAZAS AND PUBLIC PLACES OF THE CITY OF SAN ANTONIO', PASSED AND APPROVED ON THE 8TH DAY OF DECEMBER, 1921, AS AMENDED", PASSED AND APPROVED ON THE 27TH DAY OF AUGUST, A.D. 1936, AS AMENDED

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

That Rule 39 of an ordinance entitled "AN ORDINANCE AMENDING RULE 39 OF AN ORDINANCE ENTITLED 'AN ORDINANCE REGULATING THE GOVERNMENT OF TRAFFIC ON THE STREETS, PLAZAS AND PUBLIC

PLACES OF THE CITY OF SAN ANTONIO', PASSED AND APPROVED ON THE 8TH DAY OF DECEMBER, 1921, AS AMENDED", passed and approved on the 27th day of August, A.D. 1936, as amended, be and the same is hereby amended by adding paragraph 39-v-2:-

"39-v-2: That the Commissioner of Fire and Police be and he is hereby authorized at his discretion to issue permit tags or stickers for motor vehicles designed or used primarily for the transportation and delivery of property, which motor vehicles are not entitled to commercial licenses under the laws of the State of Texas, permitting such motor vehicles to park in downtown parking spaces used as loading zones reserved for commercial vehicles."

Whereas, it is necessary for the public safety of the City in the exercise of its police power for the proper regulation of traffic, the control of public streets and the prevention of the blocking and encumbering of the streets in the congested business district, an urgency is created that this ordinance take immediate effect upon its passage; therefore, upon the passage of this ordinance by a four-fifths vote of the Commissioners it shall be effective, as made and provided by the Charter of the City of San Antonio.

PASSED AND APPROVED this 9th day of April, A.D. 1942.

C. K. QUIN  
M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

\* \* \*

03-410 A RESOLUTION (1133)

BE IT RESOLVED:

That the Mayor of the City of San Antonio, Texas, be and he is hereby authorized and directed on behalf of the City of San Antonio to execute and deliver to the Government that certain Right of Entry dated the 10th day of April, 1942, and by reference incorporated herein and made a part of this Resolution, said Right of Entry covering the following described property situated in the County of Bexar, State of Texas:

A tract of land situated in the County of Bexar, State of Texas, being part of the Manuel Leal Survey No. 30, and being more particularly described as follows, all bearings being referred to true north:

Beginning at a point on the east line of the right-of-way for U.S. Highway No. 281, said point being the northwest corner of Stinson Airport; thence north 00° 07' east, 2728.6 feet along said east right-of-way line to a point; thence south 89° 56' east, 1238.4 feet to a point; thence south 14° 26' east, 2286.1 feet to a point; thence south 45° 22' west, 1069.5 feet to a point on the northerly boundary of aforesaid Stinson Airport; thence north 77° 15' west, 1079.3 feet along said northerly boundary to the point of beginning, containing 99.4 acres, more or less.

PASSED AND APPROVED this 10th day of April, A.D. 1942.

C. K. QUIN  
M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

\* \* \*

03-411 A RESOLUTION (1134)

That the Mayor of the City of San Antonio, Texas, be and he is hereby authorized and directed on behalf of the City of San Antonio to execute and deliver to the Government that cer-

tain Right of Entry dated the 10th day of April, 1942, and by reference incorporated herein and made a part of this Resolution, said Right of Entry covering the following described property situated in the County of Bexar, State of Texas:

A tract of land situated in the County of Bexar, State of Texas, being part of the Manuel Leal Survey No. 30, and being more particularly described as follows, all bearings being referred to true north:

From the intersection of the center line of the right-of-way for Cemetery Road and the center line of the right-of-way for U.S. Highway No. 281 south  $00^{\circ} 07'$  feet along said center line of the right-of-way for U.S. Highway No. 281 to a point; thence north  $89^{\circ} 53'$  west, 60.0 feet to the point of beginning, said point of beginning being on the westerly line of said right-of-way for U.S. Highway No. 281; thence, from said point of beginning, south  $00^{\circ} 07'$  west, 1160.0 feet along said westerly right-of-way to a point; thence north  $89^{\circ} 53'$  west, 680.0 feet to a point; thence north  $00^{\circ} 07'$  east, 1160.0 feet to a point; thence south  $89^{\circ} 53'$  east, 680.0 feet to the point of beginning, containing 18.1 acres, more or less.

PASSED AND APPROVED this 10th day of April, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

\* \* \*

AN ORDINANCE (1143)

*05-412*  
AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT OF LEASE BETWEEN THE CITY OF SAN ANTONIO AND EASTERN AIR LINES INC. FOR PLOT OF GROUND AT NEW MUNICIPAL AIRPORT TO BE USED FOR THE ERECTION OF A TRANSMITTER HOUSE BY EASTERN AIR LINES INC.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute Contract of Lease between the City of San Antonio and Eastern Air Lines Inc., dated April 13, 1942, for plot of ground at New Municipal Airport to be used for the erection of a transmitter house by Eastern Air Lines Inc., said lease to be for a period of one year commencing on the 13th day of April, 1942 and ending on the 13 day of April, 1943, for a consideration of \$1.00 per year rental.

2. PASSED AND APPROVED this 13th day of April, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

LEASE CONTRACT BETWEEN CITY OF SAN ANTONIO AND L. B. HORN

THE STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:-

That the City of San Antonio, a municipal corporation, in Bexar County, Texas, acting herein by and through its duly elected, qualified and acting Mayor, C. K. Quin, hereinafter styled Lessor, and L. B. Horn, of the County of Bexar, State of Texas, hereinafter styled Lessee, WITNESSETH:-

1. The Lessor hereby leases to the Lessee for the period commencing April 1st, A.D. 1942, and ending on the 31st day of May, A.D. 1943, the following tract or parcel of land, situate in

the County of Bexar and State of Texas, to-wit:-

322.44 acres of land lying north of and adjoining the Bassee Road, and lying northwest of and adjoining the right-of-way of the I & GN Railroad, and said tract being shown on plat in the Engineer's Office of the City of San Antonio, Texas.

2. That the rental to be paid by Lessee to Lessor shall be One Hundred and Fifty and 47/100 (\$150.47) Dollars cash, figured on the basis of Forty Cents (\$0.40) per acre annually, payable to Lessor at the office of the License and Dues Collector of the City of San Antonio, at his office in the City Hall, San Antonio, Texas. Any holdover by the Lessee shall create a tenancy from month to month subject to all other conditions in this contract imposed upon the Lessee.

3. The Lessee acknowledges that the premises have been examined, and same are suitable for which they are leased and Lessee takes same as it is, and Lessee understands that said land is to be used for grazing purposes only.

4. The Lessee further covenants and agrees that he will not assign this lease, nor sublet the whole or any part thereof, nor make or allow to be made any unlawful, improper or offensive use thereof, and it shall be lawful for the Lessor at any reasonable time to enter into and upon the real estate above described to examine the condition thereof, and that the Lessee herein will, at the expiration of the term of this lease, peaceably yield up into Lessor all and singular the real estate herein leased in a reasonably good and clean condition.

5. That during the term of this lease, or any holdover thereof, the Lessee shall not, either for himself or any other person, permit the construction of or placing or any obstruction, fence or fences, improvements of any character upon any part or portion of the above described real estate that will, in the opinion of the City Engineer, interfere with the Olmos Dam or its equipment.

6. And it is further covenanted and agreed that this lease contract is not subject to renewal by the holding over of the real estate above described in any manner, voluntarily or involuntarily, and that this lease will fully and completely expire upon the date hereinabove set out, and any holding over or acceptance of any rentals thereunder shall never be construed as any extension or renewal of this lease contract.

7. It is further covenanted and agreed that should the Lessee herein in any manner fail or refuse to abide by the terms, conditions and provisions of the lease contract, that such failure shall, at the option of the Lessor, immediately cancel this lease and all rights thereunder as fully and completely and though the entire term of said lease had expired, and Lessor herein shall thereupon be entitled to immediate possession of the real estate herein leased without any further notice.

8. And it is further covenanted and agreed by Lessee herein that should this lease be for any reason cancelled or terminated before the full term thereof has expired, or should, after the full expiration of the term of this lease, the Lessor be compelled in any manner to bring any form of proceedings in any court or courts as a result of such cancellation or termination, then Lessee herein agrees that he will pay a reasonable attorney's fees and all costs of court that may be incurred as a result of such legal proceedings.

9. The failure of the Lessor to enforce any covenant, or condition, by reason of its breach by the Lessee, shall not waive, or void, the right of the Lessor to enforce the same agreement or condition on the occasion of any subsequent breach or default.

IN WITNESS WHEREOF, Lessor has caused this instrument to be signed, in duplicate, by its duly authorized Mayor, C. K. Quin, with its corporate seal thereto affixed, and Lessee has signed this agreement, in duplicate, this 9th day of April, A.D. 1942.

CITY OF SAN ANTONIO

By C. K. QUIN MAYOR  
Lessor

ATTEST:

Jas. Simpson

City Clerk

L. B. HORN  
Lessee

\* \* \*

## CONTRACT OF LEASE BETWEEN CITY OF SAN ANTONIO AND EASTERN AIR LINES, INC.

THE STATE OF TEXAS  
COUNTY OF BEXAR  
CITY OF SAN ANTONIO.

1. This Contract of Lease made and entered into, on the day and date hereinafter specified between the City of San Antonio, Landlord, and the Eastern Air Lines Inc., a corporation, duly incorporated, and permitted to do business within the State of Texas, Tenant,

WITNESSETH:-

2. The Landlord leases to the Tenant, for a period of one (1) year, commencing on the 13th day of April, 1942, and ending on the 13th day of April, 1943, and from year to year thereafter until either gives the other party written notice of the termination of the Contract, the following described land in the County of Bexar and the State of Texas, to-wit:-

3. A plot of land 16 feet by 20 feet, the center point of such plot being located as follows:

Beginning at the point of intersection of the Jones-Maltsberger Road and the Bitter Road, said point being the North West corner of the J. H. DeKunder tract containing 43.49 acres of land, thence South 50 degrees and 11 minutes East, 4063.5 feet to a point; thence South 39 degrees 49 minutes West, 93 feet to a point, which point is the center point of the said 16 feet by 20 feet plot, said plot to be used solely for the erection of a transmitter house by Tenant.

The location of the four Antenna Poles are described as follows: Beginning at the point of intersection of the Jones-Maltsberger Road and the Bitter Road thence South 50 degrees and 11 minutes East, 3963.5 feet to a point, thence South 39 degrees 49 minutes West, 18 feet to a point being location of North East Antenna Pole, thence South 39 degrees 49 minutes, 150 feet to a point being location of North West Antenna Pole. Thence South 50 degrees 11 minutes, 200 feet to a point being location of South West Antenna Pole, thence North 39 degrees 49 minutes East, 150 feet to a point being location of South East Antenna Pole.

4. In consideration of this lease, the Tenant agrees to pay the Landlord One (\$1.00) Dollar per year for each year this lease is in effect.

5. The Tenant shall have the right and privilege of, at any time during the period of this lease or within thirty days after the termination thereof, removing all or any part of the structures and improvements placed thereon at the expense of the Tenant, and the Tenant covenants that at the termination of this permit it will yield up the premises to the City of San Antonio without notice further than as herein provided, in as good condition as when the same was entered upon by the Tenant, ordinary wear and tear excepted.

6. The Tenant shall pay for the electricity and for the water used on the premises and all expenses of operating said tower and transmitter house.

7. The foregoing instrument in writing constitutes the entire consideration for the conveyance of said property, there being no other written nor any parole agreement with any officer or employee of the City, it being understood that the Charter of the City requires all contracts of the City to be in writing and adopted by ordinance.

8. IN TESTIMONY WHEREOF, the parties hereunto have executed this instrument, in duplicate, on this 13th day of April, A.D. 1942.

CITY OF SAN ANTONIO,

ATTEST:

/s/ Jas. Simpson  
City ClerkBy /s/ C. K. Quin M A Y O R

EASTERN AIR LINES, INC.

By /s/E. V. Rickenbacher Tenant

05-413

AN ORDINANCE (1158)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH COMMISSIONERS' COURT OF BEXAR COUNTY, TEXAS, TO PROVIDE BEXAR COUNTY WITH FIRE PROTECTION FOR THE TERM OF ONE YEAR ENDING MAY 31ST, 1942.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute contract with Commissioners' Court of Bexar County, Texas, to provide reasonable fire protection to the citizens of Bexar County living outside the corporate limits of the City of San Antonio where water for fire fighting is available, for a consideration of \$1,000.00 cash, for the term of one year ending May 31st, 1942, as more fully shown in said contract, copy of which is attached hereto and made a part hereof.

2. PASSED AND APPROVED this 16th day of April, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

- - -

Mayor Quin introduced the following ordinance.

05-414

AN ORDINANCE (1159)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH YOUNGER ENGINEERING COMPANY

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute contract, dated April 16th, 1942, with Younger Engineering Company, of San Antonio, Texas, to furnish both preliminary and finished working sketches and detailed drawings and complete specifications, material lists and general supervision of building operations for three hangars at the new Municipal Airport, consideration for said work to be \$2425.00 for each hangar.

2. PASSED AND APPROVED this 16th day of April, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

- - -

05-415

AN ORDINANCE (1160)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE QUITCLAIM DEED IN FAVOR OF J. C. KIRBY JR. COVERING CERTAIN PROPERTY SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, TEXAS

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

1. That the Mayor of the City of San Antonio, be and he is hereby authorized and directed to execute a Quitclaim Deed in favor of J. C. Kirby Jr., covering certain property situate within the corporate limits of the City of San Antonio, Bexar County, Texas, copy of form of said Quitclaim Deed being hereto attached and made a part hereof.

2. PASSED AND APPROVED this the 16th day of April, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

- - -

65-416  
CONTRACT BETWEEN CITY OF SAN ANTONIO AND YOUNGER ENGINEERING COMPANY

THE STATE OF TEXAS

COUNTY OF BEXAR

This agreement entered into by and between Dwen R. Younger, an individual doing business as the Younger Engineering Company, hereinafter styled Engineer, and the City of San Antonio, WITNESSETH

For a compensation of Twenty Four Hundred Twenty Five Dollars (\$2425.00) per each hangar for three Hangars, the said Engineer agrees to furnish both preliminary and finished working sketches and detailed drawings and complete specifications, material lists and general supervision of building operations for three Hangars at the new San Antonio Municipal Airport located approximately seven miles north of the City of San Antonio.

Terms of payment to be as follows:

Two thirds of said fee shall be paid Engineer upon completion of plans, specifications and commencement of work at the site. One sixth of the fee shall be paid when the work at the site is one half complete. The balance of one sixth shall be paid when the work is completed and accepted by the City of San Antonio.

It is agreed that the Engineer will at all times work under the direction of the sponsors' representative and will render any aid or assistance required to complete the three Hangars to suit the needs of the Owner or his tenants.

For our heirs, administrators and successors

Executed this 16th day of April, A.D. 1942.

YOUNGER ENGINEERING COMPANY

By /s/ D. R. Younger  
D. R. Younger  
842 Milam Building  
San Antonio, Texas

CITY OF SAN ANTONIO

By /s/ C. K. Quin  
C. K. Quin, Mayor

ATTEST:

/s/ Jas. Simpson  
Jas. Simpson, City Clerk

65-417

\* \* \*

CONTRACT AGREEMENT OF CITY OF SAN ANTONIO WITH COMMISSIONERS' COURT OF BEXAR COUNTY, TEXAS

THE STATE OF TEXAS,

COUNTY OF BEXAR

THIS AGREEMENT Made and entered into by the City of San Antonio, acting by and through its duly elected, qualified and acting Mayor, C. K. Quin, hereinafter called First Party, and the Commissioners' Court of Bexar County, Texas, acting by and through its duly elected, qualified and acting County Judge of Bexar County, Texas, hereinafter called Second Party, WITNESSETH:-

FIRST: First Party promises and agrees to provide Bexar County with reasonable fire protection to the citizens of Bexar County living outside the corporate limits of the City of San Antonio where water for fire fighting is available.

SECOND: Party of the Second Part, in consideration of the premises, promises and agrees to pay to the First Party the sum of One Thousand Dollars (\$1,000.00) cash to cover term of one year ending May 31st, 1942, and said sum to be paid immediately upon demand by First Party.

IN WITNESS WHEREOF, the City of San Antonio has caused this instrument to be signed in duplicate, by its duly authorized Mayor, C. K. Quin, with its corporate seal thereto affixed, and the Commissioners' Court of Bexar County, Texas, has caused this instrument to be signed in duplicate, by its duly authorized County Judge, with the corporate seal affixed thereto, this the 16th day of April, A.D. 1942.

CITY OF SAN ANTONIO

By /s/ C. K. Quin Mayor  
First Party

ATTEST:  
  
/s/ Jas. Simpson  
City Clerk

COMMISSIONERS' COURT OF BEXAR  
COUNTY, TEXAS,

By /s/ Charles Anderson County Judge  
Second Party

ATTEST:  
  
Albert G. Trawalter  
County Clerk, Bexar  
County, Texas  
  
By Marguerite Pape  
Deputy

\* \* \*

*05-418* AN ORDINANCE (1191)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE LEASE WITH THE UNITED STATES OF AMERICA - DEPARTMENT OF COMMERCE, CIVIL AERONAUTICS ADMINISTRATION, FOR LEASE OF A PORTION OF THE MUNICIPAL HANGAR BUILDING AT STINSON FIELD

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

1. That the Mayor of the City of San Antonio be and he is herewith authorized and directed to execute, on behalf of the City, lease between the City of San Antonio and the United States of America - Department of Commerce, Civil Aeronautics Administration, leasing to the Government a space of approximately 29 feet 2 inches by 39 feet 9 inches, in the northwest half of the Municipal Hangar Building located southeast of the Administration Building at Stinson Field, San Antonio, Bexar County, Texas, for use as quarters for Airway Traffic Control Center, Department of Commerce, Civil Aeronautics Administration, for the term beginning August 1, 1941 and ending June 30, 1942, at a rental of \$24.14 per month.

2. PASSED AND APPROVED this 23rd day of April, A.D. 1942.

C. K. QUIN  
MAYOR

ATTEST:  
  
Jas. Simpson  
City Clerk

\* \* \*

*05-419* A RESOLUTION (1206)

AUTHORIZING THE MAYOR TO EXECUTE REGULAR MAINTENANCE AGREEMENT WITH THE TEXAS STATE HIGHWAY DEPARTMENT IN CONNECTION WITH THE PAVING OF BURR ROAD FROM BROADWAY TO ENTRANCE TO BASE HOSPITAL AND NORTH PINE STREET FROM CUNNINGHAM TO BRAHAN

BE IT RESOLVED by the Commissioners of the City of San Antonio, that the Mayor of the City of San Antonio be and is hereby authorized to execute regular maintenance agreement with the Texas State Highway Department in connection with the paving of Burr Road from Broadway to entrance to Base Hospital and North Pine Street from Cunningham to Brahan.

PASSED AND APPROVED this 30th day of April, A.D. 1942.

C. K. QUIN  
MAYOR

ATTEST:  
  
Jas. Simpson  
City Clerk

\* \* \*

*05-420* AN ORDINANCE (1208)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE AGREEMENT OF LEASE WITH DR. F. G. OPPENHEIMER, OF SAN ANTONIO,

COVERING PROPERTY AT 418 SOUTH ALAMO STREET

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute Agreement of Lease with Dr. F. G. Oppenheimer, of San Antonio, Texas, leasing from said Dr. F. G. Oppenheimer, through J. E. Young, Agent, property at 418 South Alamo Street, in the City of San Antonio, Bexar County, Texas, known as Beethoven Hall, at a monthly rental of \$250.00 per month, on a month to month basis beginning on the 1st day of May, 1942, payable in advance on the 1st day of each month; said lease to be terminated at any time by either party by giving to the other party a written notice 30 days in advance of the date that said lease is to terminate and said premises are to be vacated; said premises to be used for the purpose of conducting the Work Projects Administration Sewing Project.

2. PASSED AND APPROVED this 30th day of April, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

THE STATE OF TEXAS

COUNTY OF BEXAR

THIS LEASE between Dr. F. G. Oppenheimer, Lessor, and the City of San Antonio, herein called Lessee, WITNESSETH:

Lessor hereby leases and lets to the Lessee the following described property situated in San Antonio, Bexar County, Texas, to-wit:

The building and grounds at 418 South Alamo Street, being the property known as Beethoven Hall.

Lessee shall use the said property for the Work Projects Administration Sewing Project, and for no other purpose without the consent of the Lessor.

Lessee accepts building and grounds in the present condition and agrees to maintain same in a like condition and repair during the time of occupancy by the Work Projects Administration Sewing Project. Lessee agrees to return same in such condition at the expiration of this lease, excepting damage by fire or damage by the elements and ordinary wear and tear.

As rent for the use of said property, Lessee agrees to pay to Lessor at its office in San Antonio, Texas, Two Hundred and Fifty Dollars (\$250.00) per month, payable monthly in advance during the term of this lease.

No alterations may be made in the premises without the consent of Lessor.

The term of this lease shall commence on May 1, 1942, and shall continue on a month to month basis. The Lessee agrees to give thirty days notice in the event the property is to be vacated and the Lessor agrees to give thirty days notice in the event he should want possession of said property.

In the event of default in the payment of said rent, Lessor may at any time thereafter cancel this lease, and no delay or forbearance shall waive such right.

The Lessee agrees to pay for water, electricity and gas used in connection with said Work Projects Administration Project.

Executed this 30th day of April, A.D. 1942.

CITY OF SAN ANTONIO

By /s/ C. K. Quin LESSEE  
C. K. Quin, Mayor