

AN ORDINANCE 71137

AUTHORIZING AND APPROVING A SETTLEMENT AGREEMENT WITH NBC BANK REGARDING CAUSE NO. SA-89-CA-891, NBC BANK-SAN ANTONIO, NATIONAL ASSOCIATION VS. CITY OF SAN ANTONIO; AUTHORIZING THE SALE, PURSUANT TO COURT ORDER, OF A PORTION OF CITY-OWNED PROPERTY (GILES BUILDING) TO NBC BANK FOR A MINIMUM OF \$513,608.00 IN CASH AND BONDS; AND AUTHORIZING PAYMENT OF LEGAL FEES, CLOSING COSTS, AND RELATED MATTERS, AND A DISBURSEMENT OF \$154,000.00 TO THE SAN ANTONIO LOCAL DEVELOPMENT COMPANY, INC., FROM SAID SETTLEMENT PROCEEDS TO RESOLVE AN OUTSTANDING AUDIT DISPUTE.

\* \* \* \* \*

WHEREAS, pursuant to Ordinance No. 56452 passed and approved on January 27, 1983, the CITY OF SAN ANTONIO (the "City"), a Texas municipal corporation, as Landlord, and W.B. SCHLANSKER, D/B/A THE SCHLANSKER INTERESTS, as Lessee, entered into a Lease Agreement (the "Lease") covering certain real property and improvements (the "Leased Premises") owned by the City and located at 317 and 319 Alamo Plaza, San Antonio, Bexar County, Texas, legally described as:

Lot A18 and the east 11.71 feet of Lot A5, New City Block 423, City of San Antonio, Bexar County, Texas, save and except 1294 square feet located on the street level at 317 Alamo Plaza, said 1294 square feet retained by the City and reserved for its use being shown as the area crosshatched on an exhibit attached to the Lease, said property now being known as the Giles Building; and

WHEREAS, thereafter on April 8, 1983, W. B. SCHLANSKER, D/B/A THE SCHLANSKER INTERESTS, assigned all of his rights as Lessee under the Lease to THE GILES ASSOCIATES, LTD., a Texas limited partnership ("Giles"); and

WHEREAS, the SAN ANTONIO LOCAL DEVELOPMENT COMPANY, INC. ("SALDC") loaned funds to Giles to renovate the Giles Building; and

WHEREAS, on July 20, 1984, NBC BANK-SAN ANTONIO, N.A. ("NBC") made a loan to Giles in the amount of \$3,800,000.00, which loan was secured, in part, by a first lien Deed of Trust covering Giles' interest as lessee in the Leased Premises, for the purpose of renovating two buildings adjoining the Giles Building to provide one functioning structure; and

WHEREAS, on January 4, 1988, GILES filed a Voluntary Petition under Chapter 11 of the United States Code; and

WHEREAS, on May 12, 1988, the City filed a motion with the Bankruptcy Court to have the Lease deemed rejected, which motion was ultimately granted by the Bankruptcy Court; and

WHEREAS, NBC has perfected an appeal of the Bankruptcy Court's order deeming the Lease rejected, which appeal is docketed as Civil Docket No. SA-89-CA-891 in the United States District Court, Western District of Texas, San Antonio Division (the "Appeal"), styled "NBC BANK-SAN ANTONIO, NATIONAL ASSOCIATION VS. CITY OF SAN ANTONIO;" and

WHEREAS, NBC was granted leave by the Bankruptcy Court to foreclose all of its liens on all of the property securing the debt owed to NBC by GILES; and

WHEREAS, the City, though previously successful in the litigation, would face continued protracted expense in attorney's fees and court costs in pursuing the cause since NBC has indicated a willingness to appeal the case; and

WHEREAS, an equitable settlement has been proposed and negotiated whereby the City will receive a minimum of \$513,608.00 in cash and bonds; and

WHEREAS, the sale of the City's interest in the Giles Building, pursuant to court order will not only include the said \$513,608.00 in cash, but, through the structuring of the transaction, will provide the City additional space for future expansion of its Visitors Information Bureau, and also provide funds to pay legal fees and closing costs, as well as resolve an outstanding audit dispute involving SALDC; as well as a deposit of the balance of approximately \$135,793.00 in cash to the City's General Fund; and

WHEREAS, the Giles Building will return to the tax rolls, generating about \$9,000.00 annually; NOW THEREFORE:

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

**SECTION 1.** A Settlement Agreement with NBC BANK-SAN ANTONIO, NATIONAL ASSOCIATION, in connection with Cause No. SA-89-CA-891 styled "NBC BANK-SAN ANTONIO, NATIONAL ASSOCIATION VS. CITY OF SAN ANTONIO" is hereby approved and the City Manager or any Assistant City Manager is hereby authorized to execute such settlement agreement and any other documents in connection with the terms of such settlement.

**SECTION 2.** The sale of the City's interest in the Giles Building, at 317 and 319 Alamo Plaza, in New City Block 423, San Antonio, Bexar County, Texas, as more fully legally described in the aforementioned Settlement Agreement, subject to retention of the Visitors Information Center and other space in said building, is hereby approved, such sale being pursuant to court order, and the

City Manager or any Assistant City Manager is hereby authorized to execute any and all documents in connection with said court-ordered sale.

SECTION 3. The \$513,608.00 proceeds of sale will be received by the City to be distributed as follows (subject to specific payments to be authorized after closing):

<u>ITEMS</u>	<u>Value to City</u>
<b>CASH ITEMS:</b>	
Cash for reimbursing SALDC for legal fees ..	\$ 46,000
Closing costs (estimated) .....	\$ 20,000
Cash to pay SALDC audit exceptions.....	154,000
Remaining Cash to City General Fund .....	<u>135,793</u>
TOTAL CASH .....	\$355,793
<b>NON-CASH ITEMS:</b>	
\$157,815 in Guadalupe Theater Bonds .....	\$157,815
(Bonds outstanding issued and payable by the City, at 10% APR, held by NBC)	
TOTAL	<u>\$513,608</u>

PASSED AND APPROVED this 22nd day of February, 1990.

*Lila Cockrell*  
M A Y O R

ATTEST: *Norma S. Rodriguez*  
City Clerk

APPROVED AS TO FORM: *Tom Finlay*  
City Attorney

90-09

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

47

TO: City Council through the City Manager  
FROM: Lloyd Garza, City Attorney and Stuart D. Summers, Director  
of Economic and Employment Development  
COPIES TO: Finance and Budget and Research, and Convention & Visitors  
Bureau  
SUBJECT: Settlement on Giles Building Litigation

DATE: February 15, 1990

SUMMARY AND RECOMMENDATION:

This ordinance authorizes and approves a settlement agreement with NBC Bank with regards to continuing litigation and authorizes the sale of a portion of City-owned property (known as the "Giles Building") to NBC Bank for \$513,608, in cash and bonds. The ordinance also authorizes payment of legal fees, closing costs, and related matters, as well as a contribution of \$154,000 to the San Antonio Local Development Company, Inc. from settlement proceeds to finally resolve an outstanding audit dispute. We recommend approval.

BACKGROUND INFORMATION:

For over two years, the City and NBC Bank have been involved in a legal dispute over the lease of the Giles building. On January 27, 1983, the City entered into a lease agreement, leasing most of the Giles building to Giles Associates, Ltd. Partnership. The partnership purchased the two adjoining buildings and together with the Giles building renovated them into one functioning structure. The SALDC and NBC Bank financed the project. The partnership went into bankruptcy, and the SALDC debt was discharged. NBC foreclosed on the other two buildings and sought to reinstate the City's lease of the Giles building. The City fought to protect its interests and did so: Three separate bankruptcy judges have upheld the City's arguments. NBC has appealed to the U. S. District court, and has indicated a willingness to appeal throughout the judiciary.

What we have is one functional building with two distinct owners. Dividing the building along the property line is impractical: The elevator is on one side of the complex, while the ventilation equipment is on the other. Plumbing lines and electrical conduit cross the property line, too. The only practical solution is to put the building complex in the hands of one owner. Since this dispute cannot reasonably be solved in Court, the City has been negotiating with NBC to reach a settlement which serves the City's best interests.

Last week, the negotiating team has reached a tentative settlement, subject to City Council approval. NBC Bank is proposing to purchase a portion of the City-owned building at a minimum purchase price of \$513,608. In addition, the City will retain the Visitor's Information Bureau, plus an additional 4,018 square feet of office space for future expansion needs by virtue of creation of a condominium regime. The total square footage that the City will retain is approximately 5,506 square feet.

The settlement values are based on the average of two independent appraisals, and the City's contracted appraiser has reviewed the settlement.

FINANCIAL IMPACT:

The \$513,608 in consideration to the City has several elements.

<u>ITEMS</u>	<u>Value to City</u>
<b>CASH ITEMS:</b>	
Cash for legal fees and closing costs...	\$ 66,000
Cash to SALDC .....	\$154,000
(to pay SALDC audit exceptions)	
Remaining Cash to City General Fund ....	<u>135,793</u>
TOTAL CASH.....	<u>\$355,793</u>
 <b>NON-CASH ITEMS:</b>	
\$157,815 in Guadalupe Theater Bonds.....	\$157,815
(Bonds outstanding issued and payable by the City, at 10% APR, held by NBC)	
TOTAL .....	<u>\$513,608</u>

Other valuable incentives for the City to settle this issue are:

- (1.) The building will return to the tax rolls, generating about \$9,000 annually in City tax revenues.
- (2.) The attorney fees for costly litigation will cease.
- (3.) The City will acquire additional space for future expansion of its Visitors Information Bureau, and continue its permanent presence directly across the Alamo. The Director of Convention & Visitor's Bureau supports this action.
- (4.) The City's general fund lease payments for the Guadalupe Theater Bonds will be reduced by 22.5% over the next nine years. The City is paying a minimum annual interest rate of 10 percent. By taking NBC's bonds out of circulation, future interest costs will be reduced by \$78,837. The Finance Director recommends this move.

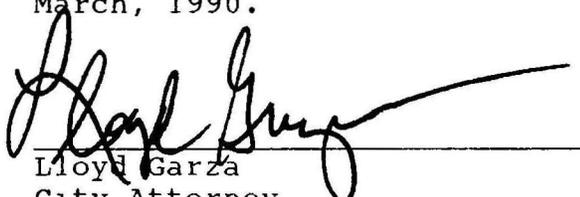
- (5.) The additional space retained by the City can be leased out, until such time as the Visitor's Bureau is ready to expand. The rental income to the City's Convention and Visitors Bureau fund is estimated at \$30,000 annually.

Based on the above settlement offer, we believe this to be a fair and reasonable settlement and in the City's best interest.

Therefore, we are recommending City Council approval of this settlement.

SUPPLEMENTARY COMMENTS:

After approval by the City Council, appropriate court orders will be entered to approve the settlement agreement, including the property sale between the City of San Antonio and NBC Bank. Closing is scheduled for March, 1990.

  
Lloyd Garza  
City Attorney

  
Stuart D. Summers  
Director, Department of Economic  
and Employment Development

Approved:

  
Louis J. Fox  
City Manager

APPROVED Finance      Budget Legal      Coordinator <i>Web</i>	<b>CITY OF SAN ANTONIO</b>  <b>Request For Ordinance/Resolution</b>	For City Council Date Considered _____ Consent      Individual <input checked="" type="checkbox"/> Item No. <i>717</i> Ord. No. _____
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Date February 15, 1990	Department D.E.E.D.	Contact Person/Phone # Oscar Perez/299-8080
Date Council Consideration Requested February 22, 1990	Deadline for Action February 22, 1990	Dept Head Signature <i>[Signature]</i>

**SUMMARY OF ORDINANCE**

This ordinance authorizes and approves a settlement agreement with NBC Bank with regards to continuing litigation and authorizes the sale of a portion of City-owned property (known as the "Giles Building") to NBC Bank for \$513,608, in cash and bonds. The ordinance also authorizes payment of legal fees, closing costs, and related matters, as well as a contribution of \$154,000 to the San Antonio Local Development Company, Inc. from settlement proceeds to finally resolve an outstanding audit dispute. We recommend approval.

Council Memorandum Must Be Attached To Original

Other Depts , Boards, Committees Involved (please specify)  
 Legal Department

Contract signed by other party  
 Yes       No

**FISCAL DATA (If Applicable)**

Fund No \_\_\_\_\_ Amt Expended \_\_\_\_\_  
 Activity No \_\_\_\_\_ SID No \_\_\_\_\_  
 Index Code \_\_\_\_\_ Project No \_\_\_\_\_  
 Object Code \_\_\_\_\_

**Budgetary Implications**

Funds/Staffing Budgeted      Yes       No

Positions Currently Authorized \_\_\_\_\_

Impact on future O & M \_\_\_\_\_

If positions added, specify class and no \_\_\_\_\_

**Comments:**

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Coordinator — White  
 Legal — Green  
 Budget — Canary  
 Finance — Pink  
 Originator — Gold

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK

MAY 26 PM 3:36

CITY OF SAN ANTONIO  
DEPARTMENT OF ASSET MANAGEMENT  
INTERDEPARTMENTAL CORRESPONDENCE

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**To:** Dick Porter, City Clerk's Office  
**From:** Laurel Jensen, Asset Management  
**Re:** Crockett (formerly known as Giles) Building  
**Date:** May 26, 1999

Warner asked me to provide you a copy of this Correction Deed Without Warranty, in the event that a copy was not forwarded to you when executed. This Correction Deed should be placed in your files with other documents associated with Ordinance 71137 dated February 22, 1990.

\_\_\_\_\_  
Laurel Jensen



**CORRECTION DEED WITHOUT WARRANTY**

96- 0146602

THE STATE OF TEXAS  
COUNTY OF BEXAR

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KNOW ALL MEN BY THESE PRESENTS:

This Correction Deed Without Warranty is made in place of and to correct a deed from Grantor to Grantee dated April 25, 1990 and recorded in Volume 4805, Pages 639-648 of the Real Property Records of Bexar County, Texas. By an inadvertent error based upon an incomplete survey, that deed conveyed airspace above the .124 acre tract (the Crockett Building, formerly known as the Giles Building), of which the .042 acre tract (APV Tract 1) is a part and which was granted to Grantee in fee. The legal description conveying airspace above Grantee's fee owned tract consequently confused the fee ownership of that tract. This Correction Deed Without Warranty is given to Grantee to confirm the granting of fee ownership of the .042 acre tract to Grantee and to undo a redundant conveyance which conveyed airspace above the .124 acre tract instead of properly conveying airspace rights over the .082 acre tract (Grantor's tract). APV Tract 3 is hereby corrected and reconveyed to Grantee to clarify the airspace rights to Grantee above Grantor's tract only. The revised APV Tract 3 is described in Exhibit "A" attached hereto. This correction deed is made by Grantor and accepted by Grantee to correct that mistake, is effective on April 25, 1990 and in all other respects confirms the former deed.

That the CITY OF SAN ANTONIO, a Texas municipal corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by ALAMO PLAZA VENTURES, INC., a Texas corporation (hereinafter referred to as "Grantee"), whose mailing address is 2000 NBC Bank Plaza, 112 E. Pecan Street, San Antonio, Bexar County, Texas 78205, and the further consideration of the execution by Grantee of a Promissory Note of even date herewith in the principal sum of \$1,700,000.00 payable to the order of First City Texas - San Antonio, National Association (the "Lender"), as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in the event of default and for attorney's fees, the receipt and sufficiency of which consideration are hereby acknowledged, and upon and subject to the exceptions, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain real property situated in Bexar County, Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all improvements situated thereon (such land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to collectively as the "Property").

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This conveyance is made subject and subordinate to those encumbrances and obligations

(hereinafter referred to collectively as the "Permitted Exceptions") set forth on Exhibit "g" attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

THIS CONVEYANCE IS MADE AND ACCEPTED WITHOUT ANY WARRANTIES OR COVENANTS WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITHOUT LIMITATION OF THE INTENDED GENERALITY OF THE FOREGOING EXCLUSION OF ALL WARRANTIES AND COVENANTS, THE GRANTOR AND THE GRANTEE SPECIFICALLY AGREE WITH EACH OTHER THAT ALL WARRANTIES OR COVENANTS CREATED BY STATUTE OR COMMON LAW ARE EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED COVENANTS OF SECTION 5.023 OF THE TEXAS PROPERTY CODE.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions and subject further to the total exclusion of any warranties or covenants, all as aforesaid, unto Grantee, its successors and assigns, forever, and Grantor does hereby convey all and singular the Property unto Grantee, its successors and assigns, without express or implied warranty provided, however, Grantee shall be fully subrogated against prior grantors in connection with any claims for breach of warranty of title.

But is expressly agreed that the vendor's lien as well as superior title in and to the above-described Premises is retained against the Property, Premises and improvements until that portion of the purchase price represented by the above-described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof when this deed shall become absolute. In consideration of the advance/of funds by the Lender to Grantor for a portion of the purchase price as described herein, the vendor's lien and superior title herein retained are hereby transferred, assigned, sold and conveyed to the Lender, its successors and assigns, without recourse or warranty.

By acceptance of this Deed, Grantee assumes payment of all property taxes on the Property for the year 1990 and subsequent years.

IN WITNESS WHEREOF, this Correction Deed Without Warranty is executed the 17<sup>th</sup> day of September, 1996, to be effective the 25th day of April, 1990.

[SIGNATURES ON FOLLOWING PAGE]

**GRANTOR:**

**CITY OF SAN ANTONIO**

By: *Thomas M. Bishop*  
Name: *Thomas M. Bishop*  
Title: *Assistant to the City Manager*  
Pursuant to Ordinance No. *84787*  
Of the City of San Antonio, dated  
September 19, 1996.

**ATTEST:**

*Norma S. Rodriguez*  
City Clerk

**APPROVED AS TO FORM:**

*Norman J. Farnidge*  
City Attorney

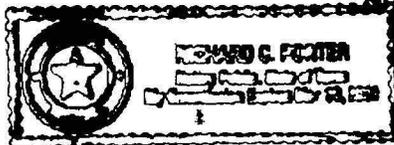
THE STATE OF TEXAS

COUNTY OF BEXAR

6885

This instrument was acknowledged before me on this *19th* day of September, 1996, by *Thomas M. Bishop* of the City of San Antonio, a Texas municipal corporation, on behalf of said municipal corporation.

*Richard G. Foster*  
Notary Public, State of Texas



CONVECTION DONE WITHOUT WARRANTY  
CITY OF SAN ANTONIO TO ALAMO PLAZA VENTURES, INC.

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**ACCEPTED BY GRANTEE:**

**CROCKETT PALACE, LTD.,**  
A Texas limited partnership, as  
successor in interest to Alamo Plaza Ventures, Inc.  
A Texas corporation

By: **Pejota Enterprises, Inc.,**  
A Texas corporation, its general partner

By: *P.J. Schneider*  
P.J. Schneider, President

THE STATE OF TEXAS

COUNTY OF BEXAR

§  
§  
§

This instrument was acknowledged before me on this 23<sup>rd</sup> day of September, 1996, by P.J. Schneider, President of Pejota Enterprises, Inc., a Texas corporation, general partner of Crockett Palace, Ltd., a Texas limited partnership, successor in interest to Alamo Plaza Ventures, Inc., a Texas corporation, on behalf of said limited partnership.



CAROL REISS  
Notary Public  
State of Texas

*Carol Reiss*  
Notary Public, State of Texas

UPON RECORDATION, PLEASE RETURN TO:

Martha A. Hardy  
Barton & Schneider, L.L.P.  
700 N. Saint Mary's St., Suite 1825  
San Antonio, Texas 78205

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EXHIBIT "A"

LEGAL DESCRIPTION OF APV TRACT 3

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EXHIBIT "A"

APV TRACT 3

FIELD NOTES  
FOR

Airspace having a Vertical Plane directly over A 0.082 Acre Tract of Land out of a 0.124 Acre Tract known as Lot A-18 and the East 11.71 feet of Lot A-5, NCB 423, City of San Antonio, Bexar County, Texas, said Airspace lying over a Horizontal Plane at 672.61 Feet and Above respectively Above Mean Sea Level, said Airspace commencing at the Second Floor of a Portion of the Crockett Building and said 0.082 Acre Tract being further described as follows:

- BEGINNING:** At the Southeast Corner of the Crockett Building and said 0.124 Acre Tract for the Southeast Corner of this Tract;
- THENCE:** With the South line of this Tract and said 0.124 Acre Tract N 82° 30' 39" W a distance of 187.05 feet to a point for the Southwest Corner of this Tract;
- THENCE:** N 06° 58' 29" E a distance of 1.92 feet to a point for a Corner of this Tract;
- THENCE:** N 83° 01' 31" W a distance of 1.23 feet to a point for a Corner of this Tract;
- THENCE:** N 06° 58' 29" E a distance of 20.74 feet to a point for a Corner of this Tract;
- THENCE:** S 83° 01' 31" E a distance of 1.05 feet to a point for a Corner of this Tract;
- THENCE:** N 06° 58' 29" E a distance of 19.90 feet to a point for the Northwest Corner of this Tract;
- THENCE:** S 82° 30' 31" E a distance of 27.60 feet to a point for a Corner of this Tract;
- THENCE:** N 07° 29' 29" E a distance of 1.15 feet to a point for a Corner of this Tract;
- THENCE:** S 82° 30' 31" E a distance of 1.64 feet to a point for a Corner of this Tract;
- THENCE:** S 07° 29' 29" W a distance of 0.30 feet to a point for a Corner of this Tract;

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TRENCH: S 82° 34' 32" E a distance of 17.30 feet to a point for a Corner of this Tract;  
TRENCH: S 07° 43' 25" W a distance of 17.48 feet to a point for a Corner of this Tract;  
TRENCH: S 82° 13' 51" E a distance of 81.23 feet to a point for the Northeast Corner of this Tract;  
TRENCH: S 07° 42' 00" W a distance of 28.40 feet to the POINT OF BEGINNING and containing 0.082 Acres.

Job No. 90-067  
August 23, 1996



*Joseph H. Cash*

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**EXHIBIT "B"**  
**TO CORRECTION DEED WITHOUT WARRANTY**

1. Building restrictions and zoning regulations heretofore or hereafter adopted by any municipal or other public authority relating to the Property.
2. Taxes for the year 1990 and subsequent years.
3. The rights of tenants, as tenants only, under any tenant leases which are presently in effect and affect the Property.
4. The rights of parties set forth in a Reciprocal Easement and Operating Agreement dated April 25, 1990, executed by and between the City of San Antonio and Alamo Plaza Ventures, Inc. filed of record on April 26, 1990, in the Real Property Records of Bexar County, Texas.

Any provision herein which conflicts with the sale, rental, or use of the described real property because of rules or laws and ordinances and Federal law, STATE OF TEXAS, COUNTY OF BEXAR, I hereby certify that this instrument was FILED in the Public Records on the date and at the time stamped herein by me and that I RECORDS in the Official Public Records of Real Property of Bexar County, Texas on

Filed for Record in  
BEXAR COUNTY, TX  
BEXAR COUNTY, COUNTY CLERK

On Sep 24 1996

At 12:00pm

Receipt to 226133  
Recording: 17.00  
Receipt: 6.00

Ins/Ret: 25- 014662

Deputy - Jane Hernandez

SEP 27 1996



*Greg Riff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

**RECORDERS MEMORANDUM**

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

VOL 6885 Pg 1133

**THE STATE OF TEXAS  
COUNTY OF BEXAR**

**VOLUNTARY STATEMENT OF: Miles Cabell**

My name is Miles Cabell is am 38 years I graduated from Alamo Heights high school and have attended college. I read and write the English language. I live at 4359 Rittiman Rd and own and operate Cabell's Estimating Service. I am here in the San Antonio Police Dept to give my statement to Det. Farley and Det. Boynes on 09-22-98.

I am on the Greater Kelly Development Corporation board of directors for City Council district 2. I was appointed by Councilman Marip Salas on October, 1997.

On about the 14<sup>th</sup>, of August, 1998 I saw Dwayne Robinson at the Alamo Chamber of Commerce office on Hackberry and Robinson said that Tomas Larralde (another member of the GKDC) told me I should talk to you because you are the small business advocate. I told Robinson that he the company he was representing had to have their paperwork together for the small business city certification. Joe Linson was present during this conversation in the Alamo chambers board room. I left the chamber office at that time.

Later on the 14<sup>th</sup> day of August, 1998 about 5PM I was telephoned by Robinson and asked if I could meet with him and the owners of the security company. I advised Robinson that was a conflict of interest because I am on the board of the GKDC. I advised Robinson that you need to get a hold of the Alamo Chamber and have them find you a consultant to help complete the paperwork for the certification and the bid. I also advised Robinson that it would probably cost between \$500 and \$1,000 to complete that process. This was the end of the conversation.

The above statement is true and correct.

*Miles Cabell* 9/22/98  
SIGNATURE AND DATE  
*Glenn Cota* 09/22/98  
WITNESS SIGNATURE

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK

95 AUG -7 AM 9: 51

CITY OF SAN ANTONIO  
CITY ATTORNEY'S OFFICE  
Interdepartmental Correspondence Sheet

**TO:** Dick Porter, Assistant City Clerk

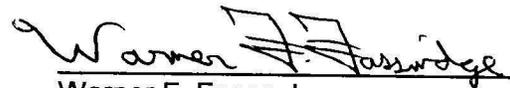
**FROM:** Warner F Fassnidge, Assistant City Attorney Government & Business Services Division

**COPIES TO:** Oscar Perez, Fiscal Operations Manager, Economic Development Dept.

**SUBJECT:** ORDINANCE NO. 71137, OUR FILE NO. 900054, ALAMO PLAZA VENTURE - GILES BUILDING

**DATE:** August 2, 1995

I found this buried in my pile. Please associate with Ordinance No. 71137 passed and approved on February 22, 1995. Thanks



Warner F Fassnidge  
Assistant City Attorney

WFF rc

ATTACHMENT

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §  
  §  
COUNTY OF BEXAR       §

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SAN ANTONIO, a Texas municipal corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by ALAMO PLAZA VENTURES, INC., a Texas corporation (hereinafter referred to as "Grantee"), whose mailing address is 2000 NBC Bank Plaza, 112 E. Pecan Street, San Antonio, Bexar County, Texas 78205, and the further consideration of the execution by Grantee of a Promissory Note of even date herewith in the principal sum of \$1,700,000.00 payable to the order of First City Texas - San Antonio, National Association (the "Lender"), as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in the event of default and for attorney's fees, the receipt and sufficiency of which consideration are hereby acknowledged, and upon and subject to the exceptions, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain real property situated in Bexar County, Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all improvements situated thereon (such land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to collectively as the "Property").

This conveyance is made subject and subordinate to those encumbrances and exceptions (hereinafter referred to collectively as the "Permitted Exceptions") set forth on Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

THIS CONVEYANCE IS MADE AND ACCEPTED WITHOUT ANY WARRANTIES OR COVENANTS WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITATION OF THE INTENDED GENERALITY OF THE FOREGOING EXCLUSION OF ALL WARRANTIES AND COVENANTS, THE GRANTOR AND THE GRANTEE SPECIFICALLY AGREE WITH EACH OTHER THAT ALL WARRANTIES OR COVENANTS CREATED BY STATUTE OR COMMON LAW ARE EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED COVENANTS OF SECTION 5.023 OF THE TEXAS PROPERTY CODE.

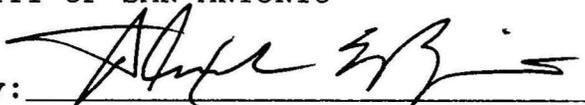
TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions and subject further to the total exclusion of any warranties or covenants, all as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor does hereby convey all and singular the Property unto Grantee, its successors and assigns, without express or implied warranty provided, however, Grantee shall be fully subrogated against prior grantors in connection with any claims for breach of warranty of title.

But is expressly agreed that the vendor's lien as well as superior title in and to the above-described Premises is retained against the Property, Premises and improvements until that portion of the purchase price represented by the above-described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof when this deed shall become absolute. In consideration of the advance of funds by the Lender to Grantor for a portion of the purchase price as described herein, the vendor's lien and superior title herein retained are hereby transferred, assigned, sold and conveyed to the Lender, its successors and assigns, without recourse or warranty.

By acceptance of this Deed, Grantee assumes payment of all property taxes on the Property for the year 1990 and subsequent years.

IN WITNESS WHEREOF, this Deed has been executed by Grantor this 25<sup>th</sup> day of April, 1990.

CITY OF SAN ANTONIO

By: 

Name: Alexander E Briseño

Title: City Manager Designee

Pursuant to Ordinance No. 71137  
of the City of San Antonio, dated  
February 22, 1990.

THE STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

This instrument was acknowledged before me on this 26<sup>th</sup> day of April, 1990, by Alexander F. Briseno, City Manager Designee of the CITY OF SAN ANTONIO, a Texas municipal corporation, on behalf of said municipal corporation.

  
Notary Public, State of Texas

ALICE C. LEE  
Notary's Printed Name  
My Commission Expires: 5-30-93

UPON RECORDATION  
PLEASE RETURN TO:

Alamo Plaza Ventures, Inc.  
2000 NBC Bank Plaza  
112 E. Pecan Street  
San Antonio, Texas 78205

3393L

EXHIBIT "A"

DEED WITHOUT WARRANTY FROM THE CITY OF  
SAN ANTONIO TO ALAMO PLAZA VENTURES, INC.

A tract of land and two air-rights tracts described as APV-Tract 1, APV-Tract 2  
and APV-Tract 3 below.

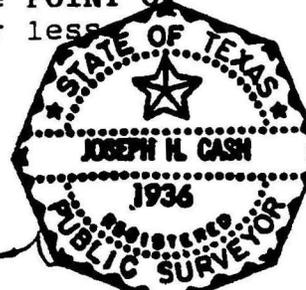
**FIELD NOTES**  
**FOR**  
APV - TRACT 1

**A 0.042 Acre Tract of land (1,844.2 Square Feet) out of a 0.124 Acre Tract known as Lot A-18 and the East 11.71 Feet of Lot A-5, NCB 423, San Antonio, Bexar County, Texas, and said 0.042 Acre Tract of land being further described as follows:**

- BEGINNING:** At a point for the Southeast Corner of this Tract, said point being N 07°42'00" E a distance of 25.40 feet from the Southeast Corner of said 0.124 Acre Tract;
- THENCE:** N 82°13'51" W a distance of 61.23 feet to a point for a Corner of this Tract;
- THENCE:** N 07°43'25" E a distance of 17.48 feet to a point for a Corner of this Tract;
- THENCE:** N 82°34'32" W a distance of 17.30 feet to a point for a Corner of this Tract;
- THENCE:** N 07°29'29" E a distance of 0.28 feet to a point for a Corner of this Tract;
- THENCE:** N 82°30'31" W a distance of 1.64 feet to a point for a Corner of this Tract;
- THENCE:** S 07°29'29" W a distance of 1.15 feet to a point for a Corner of this Tract;
- THENCE:** N 82°30'31" W a distance of 27.60 feet to a point for a Corner of this Tract;
- THENCE:** N 06°58'29" E a distance of 2.75 feet to a point for a Corner of this Tract;
- THENCE:** N 66°11'20" E a distance of 11.39 feet to a point for a Corner of this Tract;
- THENCE:** S 80°55'28" E a distance of 17.79 feet to a point for a Corner of this Tract;
- THENCE:** S 82°03'01" E a distance of 80.31 feet to a point for the Northeast Corner of this Tract and said 0.124 Acre Tract;
- THENCE:** S 07°42'00" W a distance of 24.43 feet to the **POINT OF BEGINNING** and containing **0.042 Acres**, more or less

Job No. 90-067  
April 24, 1990

*Joseph H. Cash*



NORTH

SCALE 1"=10'

N 06°58'29"E  
2.75'

MAVERICK WALK

N 06°58'29"E - 19.90'  
N 06°58'29"E - 20.74'  
PLANTER

N 66°11'20"E - 11.39'

S 80°55'28"E - 17.79'

N 07°29'29"E - 11.15'

S 82°30'31"E - 27.60'

S 82°30'31"E - 1.64'

S 83°01'31"E - 1.05'

CONC WALK

N 83°01'31"W - 1.23'

N 06°58'29"E - 1.92'

S 07°29'29"W - 0.28'  
S 82°34'32"E - 17.30'

HALLWAY

S 07°43'25"W - 17.48'

S 82°03'01"E - 80.31'

A P V TRACT

(0.042 AC)  
(1,844.2 SQFT)

S 82°13'51"E - 81.23'

24.43'

CROCKETT

CITY TRACT

(0.082 AC)  
(3,573.8 SQFT)

BUILDING

S 07°42'00"W - 25.40'

N 82°38'59"W - 107.05'

0.042 ACRES AND  
0.082 ACRES OUT OF A 0.124 ACRE TRACT KNOWN AS  
LOT A18 AND THE EAST 11.71 FEET OF LOT A-5, N C B 423,  
SAN ANTONIO, BEXAR COUNTY, TEXAS

PREPARED BY:

S & C SURVEYORS  
250 W OLMOS DR  
SAN ANTONIO, TEXAS 78212  
(512) 828-7994



JOB NO 90-067

ALAMO PLAZA (STONE WALK)

FIELD NOTES  
FOR  
APV - TRACT 2

Airspace having vertical plane directly over a 0.007 Acre Tract of land (315.3 Square Feet) out of a 0.124 Acre Tract known as Lot A-18 and the East 11.71 Feet of lot A-5, NCB 423, San Antonio, Bexar County, Texas, said airspace over said 0.007 Acre Tract being part of the Basement area of the Crockett Building, and said airspace over said 0.007 Acre Tract lying between two horizontal planes at 648.28 Feet and 657.41 Feet respectively Above Mean Sea Level, and said 0.007 Acre Tract of land being further described as follows:

- BEGINNING:** At a point for the Southeast Corner of this Tract, said point being N 07°42'00" E 25.40 feet and N 82°13'51" W a distance of 61.23 feet from the Southeast Corner of said 0.124 Acre Tract;
- THENCE:** N 82°13'51" W a distance of 18.08 feet to a point for the Southwest Corner of this Tract;
- THENCE:** N 07°42'10" E a distance of 17.66 feet to a point for the Northwest Corner of this Tract;
- THENCE:** S 82°30'31" E a distance of 0.78 feet to a point for a Corner of this Tract;
- THENCE:** S 07°29'29" W a distance of 0.28 feet to a point for a Corner of this Tract;
- THENCE:** S 82°34'32" E a distance of 17.30 feet to a point for the Northeast Corner of this Tract;
- THENCE:** S 07°43'25" W a distance of 17.48 feet to the **POINT OF BEGINNING** and containing **0.007 Acres**, more or less.

Job No. 90-067  
April 24, 1990



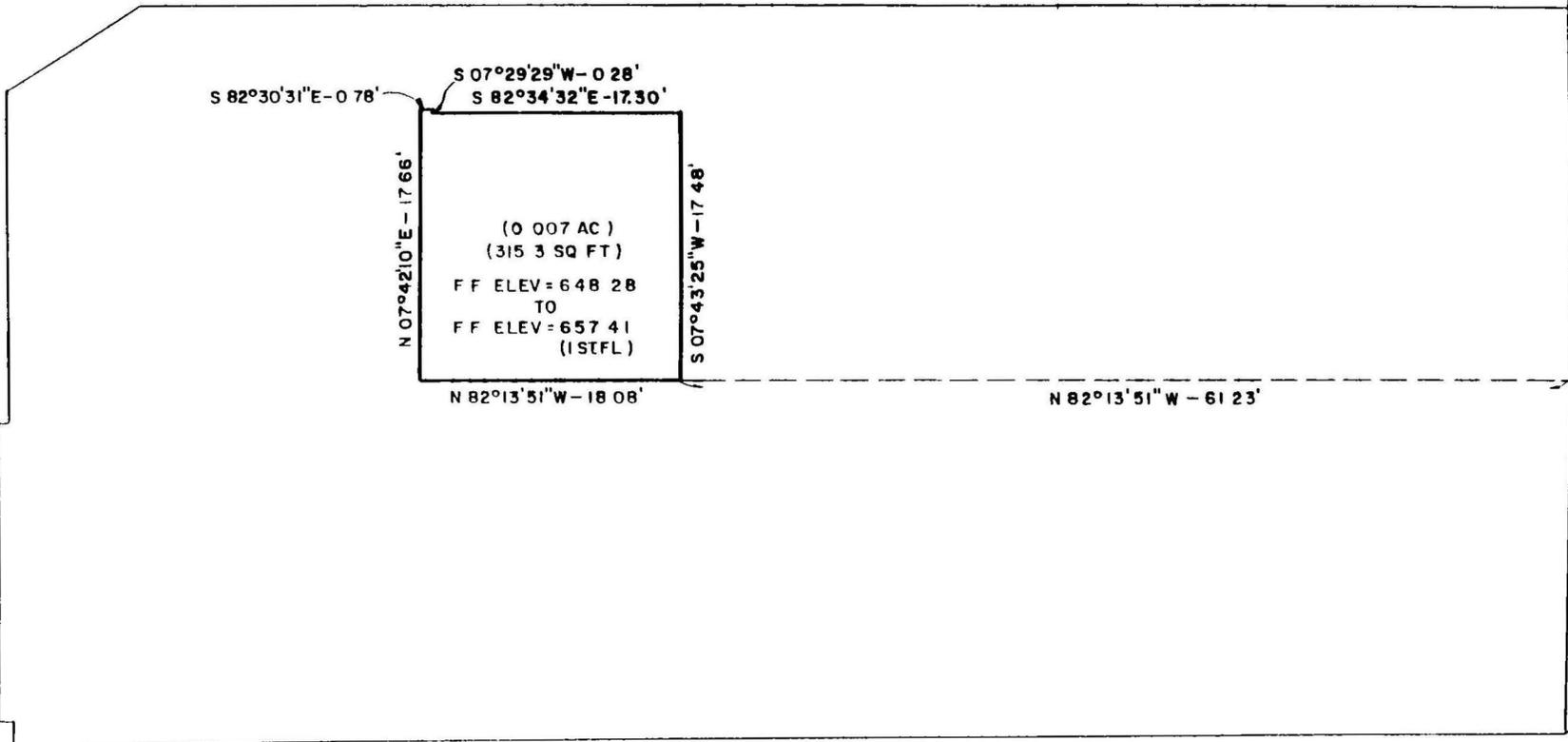
*Joseph H. Cash*

NORTH

SCALE 1"=10'

MAVERICK WALK

ALAMO PLAZA



S 07°29'29"W - 0 28'  
S 82°34'32"E - 17.30'

S 82°30'31"E - 0 78'

N 07°42'10"E - 17 66'

S 07°43'25"W - 17 48'

(0 007 AC)  
(315 3 SQ FT)  
FF ELEV = 648 28  
TO  
FF ELEV = 657 41  
(1 STFL)

N 82°13'51"W - 18 08'

N 82°13'51"W - 61 23'

N 07°42'00"W - 25 40'



0 007 ACRES OUT OF A 0 124 ACRE TRACT KNOWN AS  
LOT A 18 AND THE EAST 11 71 FEET OF LOT A-5, N C B 423,  
SAN ANTONIO, BEXAR COUNTY, TEXAS

PREPARED BY  
S B C SURVEYORS  
250 W OLMOS DR  
SAN ANTONIO, TEXAS 78212  
(512) 828-7994

JOB NO 90-067

FIELD NOTES  
FOR  
APV - TRACT 3

All Airspace located above a horizontal plane at 672.61 Feet Above Mean Sea Level and having a vertical plane directly over a 0.124 Acre Tract of land (5418 Square Feet) known as Lot A-18 and the East 11.71 Feet of Lot A-5, NCB 423, San Antonio, Bexar County, Texas, and said 0.124 Acre Tract of land being further described as follows:

- BEGINNING:** At an "x" set at the east edge of a Three Story Building for the Northeast Corner of this Tract, said point being in the West R.O.W. Line of Alamo Plaza and said point being S 07°42'00" W 210.66 feet and N 82°02'43" W a distance of 0.62 feet from the intersection of the West R.O.W. Line of Alamo Plaza and the South R.O.W. Line of Houston Street;
- THENCE:** With the West R.O.W. Line of Alamo Plaza S 07°42'00" W a distance of 49.83 feet to a set nail at the southeast corner of said Three Story Building for the Southeast Corner of this Tract;
- THENCE:** Leaving the West R.O.W. Line of Alamo Plaza N 82°38'59"W a distance of 107.05 feet to a set iron pin for the Southwest Corner of this Tract;
- THENCE:** N 06°58'29" E a distance of 1.92 feet to a set iron pin for a Corner of this Tract;
- THENCE:** N 83°01'31" W a distance of 1.23 feet to a set iron pin for a Corner of this Tract;
- THENCE:** N 06°58'29" E a distance of 20.74 feet to a set iron pin for a Corner of this Tract;
- THENCE:** S 83°01'31" E a distance of 1.05 feet to a set iron pin for a Corner of this Tract;
- THENCE:** N 06°58'29" E a distance of 22.65 feet to a set "x" on brick walkway for a Corner of this Tract;
- THENCE:** N 66°11'20" E a distance of 11.39 feet to a point for a Corner of this Tract;
- THENCE:** S 80°55'28" E a distance of 17.79 feet to a point on the west edge of a Three Story Building for a Corner of this Tract;
- THENCE:** Along the middle of a wall S 82°03'01" E a distance of 80.31 feet to the **POINT OF BEGINNING** and containing **0.124 Acres**, more or less.

Job No. 90-067  
April 24, 1990





EXHIBIT "B"  
TO DEED WITHOUT WARRANTY

1. Building restrictions and zoning regulations heretofore or hereafter adopted by any municipal or other public authority relating to the Property.
2. Taxes for the year 1990 and subsequent years.
3. The rights of tenants, as tenants only, under any tenant leases which are presently in effect and affect the Property.
4. The rights of parties set forth in a Reciprocal Easement and Operating Agreement dated April 25, 1990, executed by and between the City of San Antonio and Alamo Plaza Ventures, Inc. filed of record on April 26, 1990, in the Real Property Records of Bexar County, Texas.

ARTS & CULTURAL AFFAIRS
AVIATION
BUDGET & RESEARCH
BUILDING INSPECTIONS
BUILDING INSPECTIONS-HOUSE NUMBERING
CITY ATTORNEY
LOUIS GARCIA, MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
TRIAL SECTION
CITY MANAGER
KAREN DAVIS, ASST. TO THE MANAGER
CODE COMPLIANCE
SPECIAL PROJECTS
CITY PUBLIC SERVICE
CITY PUBLIC SERVICE-MAPS & RECORDS
CITY WATER BOARD
COMMERCIAL RECORDER
COMMUNITY DEVELOPMENT (BASEMENT)
CONVENTION & VISITORS BUREAU
CONVENTION FACILITIES
HOME DEVELOPMENT OFFICE
DOWNTOWN INITIATIVES
ECONOMIC & EMPLOYMENT DEVELOPMENT (DEED)
ENVIRONMENTAL MANAGEMENT
FINANCE DIRECTOR
ASSESSOR
CONTROLLER
GRANTS
RISK MANAGEMENT
TREASURY
FIRE DEPARTMENT
HUMAN RESOURCES & SERVICES
INFORMATION RESOURCES
INTERNATIONAL RELATIONS
LIBRARY
MARKET SQUARE
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION (PUBLICATION)
MUNICIPAL COURTS
PARKS & RECREATION
PERSONNEL
PLANNING
ZONING ADMINISTRATION
POLICE DEPARTMENT
PUBLIC UTILITIES
PUBLIC WORKS
CAPITAL PROJECTS MANAGEMENT
CENTRAL MAPPING
ENGINEERING
REAL ESTATE (BILL TOUDOUZE)
TRAFFIC ENGINEERING
PURCHASING & GENERAL SERVICES
WATER RESOURCES MANAGEMENT

ITEM NO. 47  
 MEETING OF THE CITY COUNCIL DATE: FEB 22 1990

MOTION BY: Dutmer SECONDED BY: King  
**71137**  
 ORD. NO. \_\_\_\_\_ ZONING CASE \_\_\_\_\_  
 RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

	ROLL CALL	AYES	NAYS
MARIA BERRIOZABAL PLACE 1		✓	
JOE WEBB PLACE 2		✓	
HELEN DUTMER PLACE 3		✓	
FRANK D. WING PLACE 4		✓	
WALTER MARTINEZ PLACE 5	<b>ABSENT</b>		
BOB THOMPSON PLACE 6		<i>absent</i>	
YOLANDA VERA PLACE 7		<i>absent</i>	
NELSON WOLFF PLACE 8		<i>absent</i>	
WEIR LABATT PLACE 9		<i>absent</i>	
JAMES C. HASSLOCHER PLACE 10		<i>absent</i>	
LILA COCKRELL PLACE 11 (MAYOR)		<i>absent</i>	

**90-09**

File: San Antonio Local Development Co.