

AN ORDINANCE **34097**

AUTHORIZING PURCHASE OF APPROXIMATELY 4.595 ACRES OF LAND OUT OF BLOCK 3, NEW CITY BLOCK 13814 LOCATED WITHIN CIVIC CENTER URBAN RENEWAL PROJECT, TEX. R-83 FROM THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO FOR A TOTAL CONSIDERATION OF \$116,768.89; APPROPRIATING SAID SUM IN PAYMENT OF SAID LAND OUT OF COMMUNITY AND CONVENTION CENTER BONDS, SERIES 1964, FUND NO. 489-05 AND ALSO AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT 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, Texas conveying 4.595 acres of land out of Block 3, New City Block 13814 located within Civic Center Project, Tex.R-83 for a consideration of \$116,768.89 to the City of San Antonio, is hereby accepted.

SECTION 2. Payment of the sum of \$116,768.89 to the Urban Renewal Agency as consideration for the purchase of said property is hereby appropriated out of Community and Convention Center Bonds, Fund No. 489-05 payable to Alamo Title Company as Escrow Agent for the above-named Agency.

SECTION 3. Authorizing the transfer of \$116,768.89 from General Fund Contingency Account No. 70-01-01 to Community and Convention Center Bonds, Series 1964, Fund No. 489-05.

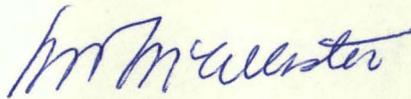
SECTION 4. A copy of the Warranty Deed describing the above tract more particularly by detailed field notes, is attached hereto and incorporated herein by reference.

SECTION 5. The City Manager is hereby authorized to execute an agreement with the Urban Renewal Agency pertaining to the re-development of the above-described property and a copy of said agreement is attached hereto and incorporated herein by reference.

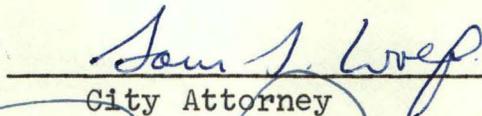
PASSED AND APPROVED this 10th day of February, 1966.

ATTEST:

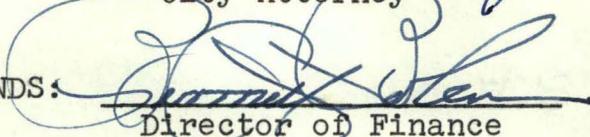

City Clerk


MAYOR

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FUNDS:


Director of Finance

OWNER'S TITLE POLICY COMMITMENT

NO: 2820
EXPIRES 30 DAYS FROM DATE

14th DAY OF February, 19 66

TO: City of San Antonio
San Antonio, Texas

Dear Sir:

In connection with an order placed with us for an Owner's Title Policy, we commit ourselves to issue to _____

City of San Antonio

, subject to all of the matters hereinafter set forth, our usual Owner's

Title Policy on the following described property in Bexar County, Texas:

4.595 acre tract in City of San Antonio, Bexar County, Texas, described as follows: BEGINNING at a point in the North right-of-way line of proposed Durango Street for the most Southerly corner of the herein described tract, said point being South 47 deg. 30 min. 39 sec. East 67.15 feet and North 44 deg. 50 min. 12 sec. East 147.33 feet from the point of intersection of the East line of Matagorda Street and the South line of Victoria Street; THENCE along and with the Northerly right-of-way line of proposed Durango Street North 50 deg. 01 min. 38 sec. West a distance of 55.11 feet to a point and PC of a curve to the left; northwesterly along said curve to the left having a radius of 1255.0 feet and a central angle of 25 deg. 37 min. 39 sec. an arc distance of 561.34 feet to a point for the most westerly corner of the herein described tract; THENCE North 44 deg. 50 min. 12 sec. East 454.55 feet to a point for the most northerly corner of the herein described tract said point being in the North line of a proposed 50 foot utility easement; THENCE South 45 deg. 09 min. 48 sec. East along and with the North line of said 50 foot utility easement 585.30 feet to a point for the most easterly corner of the herein described tract; THENCE South 44 deg. 50 min. 12 sec. West 280.84 feet to the place of beginning and containing 4.595 acres of land more or less.

and Miscellaneous #9

said policy to contain the exceptions set forth in Section 1 below and to be issued subject to matters hereinafter set forth, any liens created in connection with the closing of this transaction, any liens hereinafter mentioned which are not released, payment of all taxes, and any other requirements hereinafter set forth which have not been fully complied with and satisfied.

REQUIREMENTS

OWNERSHIP:

1. That we be furnished with properly drawn, executed, acknowledged and delivered General Warranty Deed from Urban Renewal Agency of the City of San Antonio conveying the above described property to our assured.

LIENS:

2. None

EASEMENTS:

3. See Miscellaneous #9

RESTRICTIONS:

4. See Miscellaneous #9

LEASES AND/OR MINERAL RESERVATIONS:

5. None

TAXES: Expressly deleted. See Section I #3.

6. ~~This commitment is issued subject to taxes for the current and prior years.~~

POSSESSION, AREA AND BOUNDARIES:

7. No investigation as to matters of area, boundary, lines, conflicts, adverse possession, rights of parties in possession and those under whom they claim, location of improvements or homestead rights has been made and this commitment is issued subject to said matters. If the party in possession is a former owner and has been foreclosed, no policy will be issued until the property is vacated or other arrangements satisfactory to the company are made. See Item 5 below.
8. This commitment is subject to proof of payment of all bills and claims for work performed and material furnished in the above described premises. Not applicable.

MISCELLANEOUS:

9. Policy will be issued subject to the following exceptions, as well as exceptions in Section I below:
 1. Subject to rights of parties in possession only as to property described as Lots 7 and 8, Block 1, New City Block 700, and Lots 1 and 10, Block 2, New City Block 701, SAVE AND EXCEPT the Southeast 55 feet of said Lot 10.
 2. Building and zoning ordinances of the City of San Antonio.
 3. Subject to covenants, restrictions, conditions, and all provisions of deed from Urban Renewal Agency of the City of San Antonio, to assured dated
 4. Subject to completion of litigation and final judgment in favor of Urban Renewal Agency of the City of San Antonio in the following cause in County Civil Court at Law, Bexar County, Texas:
C-331: Urban Renewal Agency of the City of San Antonio vs. Julius A. Dess et al
 5. A 50-foot utility easement lying along north boundary being shown on plat of 4.595 Acres of Civic Center Project No. 5, TEX R-83, Urban Renewal Agency, City of San Antonio Texas, said plat by Haggard Hans & Groves, Consulting Engineers.

FEES AND DURATION OF COMMITMENT:

10. The undersigned must receive payment of the premium prescribed for this policy by the Board of Insurance Commissioners, and this commitment shall become null and void upon the issuance of said policy or thirty (30) days from the date hereof, whichever is earlier.

MATTERS SUBSEQUENT TO COMMITMENT:

11. This commitment is issued subject to anything that may be filed or done subsequent to the 31st day of January, 1966, at 8:00 a.m., that may, in the opinion of our attorneys, adversely affect the title to be insured.

PAYMENT, PRORATION AND CLOSING REQUIREMENTS:

12. This commitment is subject to the full purchase price for the property being paid, proration made and the Company's usual closing requirements being met.

SECTION I

1. All restrictive covenants affecting the above described property.
 2. Any discrepancies in area and boundaries which a correct survey would show.
 3. ~~Taxes for the current year.~~ Expressly deleted.
 4. Rights of parties in possession. See Item 1 above.
- For further exceptions see Miscellaneous #9 above.

ALAMO TITLE COMPANY

By: Clay A. Halff

Note: Where property is being conveyed to the Veterans Administration, the time limit should be changed to ninety days.

OWNER'S TITLE POLICY COMMITMENT

NO: 2820 14th DAY OF February, 19 66
 EXPIRES 30 DAYS FROM DATE
 TO: City of San Antonio
San Antonio, Texas

Dear Sir:

In connection with an order placed with us for an Owner's Title Policy, we commit ourselves to issue to _____

City of San Antonio

_____ , subject to all of the matters hereinafter set forth, our usual Owner's

Title Policy on the following described property in Bexar County, Texas:

4.595 acre tract in City of San Antonio, Bexar County, Texas, described as follows: BEGINNING at a point in the North right-of-way line of proposed Durango Street for the most Southerly corner of the herein described tract, said point being South 47 deg. 30 min. 39 sec. East 67.15 feet and North 44 deg. 50 min. 12 sec. East 147.33 feet from the point of intersection of the East line of Matagorda Street and the South line of Victoria Street; THENCE along and with the Northerly right-of-way line of proposed Durango Street North 50 deg. 01 min. 38 sec. West a distance of 55.11 feet to a point and PC of a curve to the left; northwesterly along said curve to the left having a radius of 1255.0 feet and a central angle of 25 deg. 37 min. 39 sec. an arc distance of 561.34 feet to a point for the most westerly corner of the herein described tract; THENCE North 44 deg. 50 min. 12 sec. East 454.55 feet to a point for the most northerly corner of the herein described tract said point being in the North line of a proposed 50 foot utility easement; THENCE South 45 deg. 09 min. 48 sec. East along and with the North line of said 50 foot utility easement 585.30 feet to a point for the most easterly corner of the herein described tract; THENCE South 44 deg. 50 min. 12 sec. West 280.84 feet to the place of beginning and containing 4.595 acres of land more or less.

and Miscellaneous #9

said policy to contain the exceptions set forth in Section 1 below and to be issued subject to matters hereinafter set forth, any liens created in connection with the closing of this transaction, any liens hereinafter mentioned which are not released, payment of all taxes, and any other requirements hereinafter set forth which have not been fully complied with and satisfied.

REQUIREMENTS

OWNERSHIP:

1. That we be furnished with properly drawn, executed, acknowledged and delivered General Warranty Deed from Urban Renewal Agency of the City of San Antonio

conveying the above described property to our assured.

LIENS:

2. None

EASEMENTS:

3. See Miscellaneous #9

RESTRICTIONS:

4. See Miscellaneous #9

LEASES AND/OR MINERAL RESERVATIONS:

5. None

TAXES:

Expressly deleted. See Section I #3.

6. This commitment is issued subject to taxes for the current and prior years.

POSSESSION, AREA AND BOUNDARIES:

- 7. No investigation as to matters of area, boundary, lines, conflicts, adverse possession, rights of parties in possession and those under whom they claim, location of improvements or homestead rights has been made and this commitment is issued subject to said matters. If the party in possession is a former owner and has been foreclosed, no policy will be issued until the property is vacated or other arrangements satisfactory to the company are made. **See Item 5 below.**
- 8. This commitment is subject to proof of payment of all bills and claims for work performed and material furnished in the above described premises. **Not applicable.**

MISCELLANEOUS:

9. Policy will be issued subject to the following exceptions, as well as exceptions in Section I below:

1. Subject to rights of parties in possession only as to property described as Lots 7 and 8, Block 1, New City Block 700, and Lots 1 and 10, Block 2, New City Block 701, **SAVE AND EXCEPT** the Southeast 55 feet of said Lot 10.

2. Building and zoning ordinances of the City of San Antonio.

3. Subject to covenants, restrictions, conditions, and all provisions of deed from Urban Renewal Agency of the City of San Antonio, to assured dated

4. Subject to completion of litigation and final judgment in favor of Urban Renewal Agency of the City of San Antonio in the following cause in County Civil Court at Law, Bexar County, Texas:

C-331: Urban Renewal Agency of the City of San Antonio vs. Julius A. Dess et al

5. A 50-foot utility easement lying along north boundary being shown on plat of 4.595 Acres of Civic Center Project No. 5, TEX R-83, Urban Renewal Agency, City of San Antonio Texas, said plat by Haggard Hans & Groves, Consulting Engineers.

FEES AND DURATION OF COMMITMENT:

- 10. The undersigned must receive payment of the premium prescribed for this policy by the Board of Insurance Commissioners, and this commitment shall become null and void upon the issuance of said policy or thirty (30) days from the date hereof, whichever is earlier.

MATTERS SUBSEQUENT TO COMMITMENT:

- 11. This commitment is issued subject to anything that may be filed or done subsequent to the 31st day of January, 1966, at 8:00 a.m., that may, in the opinion of our attorneys, adversely affect the title to be insured.

PAYMENT, PRORATION AND CLOSING REQUIREMENTS:

- 12. This commitment is subject to the full purchase price for the property being paid, proration made and the Company's usual closing requirements being met.

SECTION I

- 1. All restrictive covenants affecting the above described property.
 - 2. Any discrepancies in area and boundaries which a correct survey would show.
 - 3. Taxes for the current year. **Expressly deleted.**
 - 4. Rights of parties in possession. **See Item 1 above.**
- For further exceptions see Miscellaneous #9 above.**

ALAMO TITLE COMPANY

By: _____

Note: Where property is being conveyed to the Veterans Administration, the time limit should be changed to ninety days.

A RESOLUTION

AUTHORIZING THE SALE OF APPROXIMATELY 4.595 ACRES OF LAND OUT OF BLOCK 3, NEW CITY BLOCK 13814, CIVIC CENTER PROJECT, TEX. R-83 TO THE CITY OF SAN ANTONIO; AND AUTHORIZING THE AGENCY'S VICE-CHAIRMAN TO EXECUTE A WARRANTY DEED AND CONTRACT FOR LAND DISPOSITION WITH THE CITY OF SAN ANTONIO FOR THE SALE OF SUCH PROPERTY IN CONSIDERATION FOR THE PAYMENT OF \$116,768.89 SUBJECT TO CONCURRENCE BY THE HOUSING AND HOME FINANCE AGENCY.

WHEREAS, the City of San Antonio acting by and through its City Manager has requested that a portion of the property located within Civic Center Project, Tex. R-83 be transferred to the City of San Antonio as soon as possible; and

WHEREAS, the Agency is in a position to convey good title to the said area and has acquired title thereto through negotiation and condemnation proceedings; and

WHEREAS, the consideration for said purchase is based on values previously approved by the Housing and Home Finance Agency; now, therefore

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO:

1. The sale of approximately 4.595 acres of land out of Block 3, New City Block 13814 located within the City of San Antonio, Bexar County, Texas and within the Civic Center Urban Renewal Project, Tex. R-83 is hereby authorized subject to concurrence by the Housing and Home Finance Agency.

2. The property is more particularly described by metes and bounds in a Warranty Deed which is in the office of the Real Estate Department of the Agency.

Vice-

3. The Agency's/Chairman is hereby authorized to execute a Warranty Deed and Contract for Land Disposition with the City of San Antonio for the purchase by the City of the property described in paragraph 1 above for a consideration of \$116,768.89.

4. The Deed and Contract mentioned in paragraph 3 above are on file in the office of the Real Estate Department of the Agency and their terms are incorporated herein by reference.

5. The Agency Secretary is hereby authorized to attest the signature of the Chairman on the documents set forth in paragraph 3 above and to forward the Deed to Alamo Title Company for closing.

6. PASSED AND APPROVED this 10th day of February, 1966.

ATTEST:

M. Winston Martin, Secretary

[Signature] Vice-Chairman

XERO COPY
XERO COPY
XERO COPY
XERO COPY

ROBERT SAWTELLE
JOHN GOODE
ARTHUR TROILO, JR.
LEONARD LEIGHTON
JOHN W. DAVIDSON
JAMES RAINES
TERRY TOPHAM

SAWTELLE, GOODE, TROILO & LEIGHTON
ATTORNEYS AT LAW
1002 SAN ANTONIO SAVINGS BUILDING
SAN ANTONIO, TEXAS 78205

CAPITOL 5-7616

February 8, 1966

Mr. Sam Wolf
City Attorney
City Hall
San Antonio, Texas 78205

Re: Purchase by City of 4.595 acres
of land out of Civic Center Pro-
ject, Tex. R-83 for Federal
Facility

Dear Sam:

In connection with your request concerning the City Manager's desire to process this matter and his request to the Urban Renewal Agency for the purchase of 4.595 acres of land out of Block 3, New City Block 13814 located within the Civic Center Project, I am enclosing the following documents for your information and for action by the City:

1. A copy of the proposed Resolution authorizing the sale which will be approved by the Agency on February 10, 1966;
2. Copies of the proposed Warranty Deed;
3. Original and 3 copies of Contract for Sale of Land for Redevelopment by Public Body-- please return one of the duplicate originals to the Urban Renewal Agency after it has been executed by the City Manager;
4. A plat prepared by William Castella, Consulting Engineer setting out the 4.595 acres out of Block 3, New City Block 13,814;
5. Original and 4 copies of a proposed Ordinance authorizing the purchase by the City and appropriating the funds, etc.--please fill in the funds.

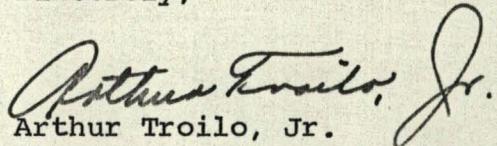
Mr. Sam Wolf

2.

February 8, 1966

If these instruments meet with your approval, would you please forward them to the City Council for action. If we can be of any further assistance in this matter, please don't hesitate to call on us.

Sincerely,



Arthur Troilo, Jr.
Attorney for Urban Renewal Agency
of the City of San Antonio

AT:ge

Enclosures

cc: Mr. M. Winston Martin
Mr. John A. Bitter, Jr.
Mr. Jack Curington

STATE OF TEXAS)

COUNTY OF BEXAR)

This agreement entered into by and between the State of Texas, represented herein by the Administrator of the Texas Tourist Development Agency and the Executive Director of the State Building Commission (hereinafter called "State") and the City of San Antonio acting by its City Manager pursuant to Ordinance 35200 of February 16, 1967 (hereinafter called "City"), witnesses:

In consideration of the construction and operation as the Texas State Exhibits Building, the City agrees to limit the use of the Water Street utility easement on the HemisFair 1968 grounds to pedestrian and service vehicle traffic, and further agrees not to permit any public street which would isolate or separate the Texas State Exhibit from any other permanent facilities on the HemisFair grounds. The City further agrees that no traffic thoroughfare will be made on the Water Street easement to Durango Boulevard.

Executed in duplicate originals this 16 day of February, 1967.

The City Manager is hereby authorized to execute an agreement between the City and the State of Texas providing for the lease of the position of 5.527 acres of land to be conveyed to the State on or before January 1, 1969. This agreement is attached hereto and incorporated herein for all purposes.

APPROVED:

Frank J. Fieldbrand
Administrator, Texas Tourist Development Agency

Samford C. Martin
City Manager of Texas

J. B. Vieux, Jr.
Executive Director, State Building Commission

ORD. NO. 35199
CITY OF SAN ANTONIO, BY:

David A. Harner
ASST. City Manager

ATTEST:

J. H. Sullivan
City Clerk

STATE OF TEXAS

STATE BUILDING COMMISSION

2-16-67

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This agreement entered into by and between the State of Texas, represented herein by the Administrator of the Texas Tourist Development Agency and the Executive Director of the State Building Commission (hereinafter called "State") and the City of San Antonio acting by its City Manager pursuant to Ordinance 35199 of February 16, 1967 (hereinafter called "City"), witnesses:

Whereas, by deed dated February 14, 1967, City has conveyed to the State 6.524 acres of land in the Civic Center Project (Urban Renewal Project Tex. R-83) area pursuant to Ordinance 34989 of November 23, 1966, to be used for the construction and operation of the Texas State Exhibits Building pursuant to Senate Bill 166 enacted by the 59th Legislature; and,

Whereas, among the purposes of this instrument is to provide for the lease by the City to the State of an adjoining tract of land containing 6.527 acres, said tract to be conveyed to the State not later than January 1, 1969; and,

Whereas, the City has acquired or is to acquire the aforementioned tracts of land from the Urban Renewal Agency of the City of San Antonio pursuant and subject to the Urban Renewal Plan for the Civic Center Project, contracts for redevelopment of said land between the City and said agency and conveyance to the City by said agency; and,

Whereas, City has the right to possession of said additional tract of 6.527 acres under the Amended Cooperation Agreement for the Civic Center Project between City and said Urban Renewal Agency, executed pursuant to Ordinance 34898 of October 13, 1966; NOW, THEREFORE:

1. In consideration of the construction and operation of the Texas State Exhibits Building and of the covenants by the State

contained herein, the City hereby leases to the State 6.527 acres of land in the Civic Center Project, subject to a utility easement covering 1.36 acre of said area, and agrees to convey said property without cost on or before January 1, 1969, for the purposes set forth in the aforementioned deed of even date herewith. Said 6.527 acres is described by field notes marked "Exhibit A," attached hereto and incorporated herein by reference.

2. Said utility easement is shown by field notes marked "Exhibit B," attached hereto, and incorporated herein by reference. It is agreed by the parties hereto that the easement will be limited to use for utility purposes.

3. Existing sanitary and storm sewer mains within the premises of the easement will be permitted to remain. The State at no cost to the City and in accordance with specifications shall extend the sewer manholes to the surface of the berm to be constructed, in order to provide proper maintenance access.

4. The conveyance to be made of the 6.527 acre tract will be in the form used in the aforementioned conveyance of even date herewith.

5. The State shall bear the expense for rerouting of water mains required to avoid covering same with rear court berms.

6. If any portion of the berm is within the conveyed 6.524 acre tract, paragraphs 4 and 5 shall apply thereto.

7. The State shall bear the expense of repairs to the aforementioned utilities damaged during construction on the entire 13.051 acre premises by or for the State.

Executed in duplicate originals this 20 day of

February, 1967.

THE STATE OF TEXAS, by:

Frank J. Fishburne

Administrator, Texas Tourist
Development Agency

APPROVED:

Joseph C. Martin
City Manager

J. R. Riccio, Jr.

Executive Director, State
Building Commission

CITY OF SAN ANTONIO, by:

David A. Hansen
Asst. City Manager

ATTEST:

M. Ingleton
City Clerk

"STATE OF TEXAS" SITE

Field notes description for 6.527 acres of land out of N.C.B. Numbers 612, 694, 695, 698, 699, 702, 703, 704 (Moses Park) and 705 and portions of South Street, Coliad Street, Dakota Street, Staunton Alley, Labor Street, Newton Street, Santa Clara Street and Fountain Street, being also out of proposed N.C.B. 13,914, Block 3, Civic Center Project No. 5 Tex R-83, Urban Renewal Resubdivision Plat, unrecorded as of this date, and being more particularly described by metes and bounds as follows:

Beginning at a point in the Southwest line of the tract herein described, said point of beginning lies at an angle point in the Northeast line of proposed Durango Street and bears N 53°43'43" E 186.32' from the intersection of the Southwest line of Victoria Street with the West line of Labor Street;

Thence N 50°01'38" W 58.02' along and with the Northeast line of proposed Durango Street, to a West corner of the tract herein described;

Thence North 262.94'
N 45° E 84.85',
East 80.00'
N 45° E 262.70',
East 165.00',
and S 40°10'22" E 515.22' to a point in the West curve of a parcel reserved for future highway IH 37 R.O.W.;

Thence with said curve an arc distance of 92.74' in a Southerly direction, said curve having an intersection angle of 5°52'17" and a radius of 905.00', said curve having also a long chord with bears S 04°58'56" E from the last described point a distance of 92.70';

Thence S 00°00'14" E 633.18' with the West line of a parcel reserved for future highway IH 37, R.O.W. to a point in the Northeast line of proposed Durango Street;

Thence N 54°16'14" W 974.39' along and with the Northeast line of proposed Durango Street to the point of beginning and containing 13.051 acres of land more or less. SAVE AND EXCEPT the following described 6.524 acre tract which lies wholly inside the above described 13.051 acre tract:

Beginning at a point in the West corner of the 6.524 acre tract herein described, said point of beginning bears N 30°54'06" E 323.09' from the intersection of the Southwest line of Victoria Street with the West line of Labor Street;

Exh. b. 7 A.

Thence N 45° E 490.00' to the North corner;

Thence S 45° E 580.00' to the East corner;

Thence S 45° W 490.00' to the South corner;

Thence N 45° W 580.00' to the West corner;

said West corner being the point of beginning and containing 6.524 acres of land more or less, which when deducted from the above described 13.051 acre tract is the 6.527 acre tract herein described.

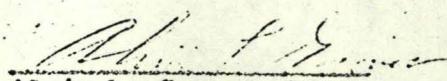

Alvin L. Groves, PE
November 10, 1966

Exhibit A

FIELD NOTES

Utility Easement and Access R.O.W. comprising 1.728 acres out of N.C.B. 702 and 703, and portions of Dakota, Santa Clara, and Goliad Streets and portions of Staunton Alley, being also out of proposed N.C.B. 13,814, Block 3, Civic Center Project 5, Tex R-83, Urban Renewal Resubdivision Plat, unrecorded as of this date, and being more particularly described by Metes and Bounds as follows:

Beginning at a point in the South R.O.W. line of Dakota Street said point being S 89°59'46" W 55.45 ft from the intersection point of the West line of Peach Street and the South line of Dakota Street;

Thence along and with said easement as follows:

N 00°00'14" W 57.80',
S 89°59'46" W 265.13',
along and with a curve to the right whose radius is 1145.00'
a total arc distance of 596.97 feet

South 23.16 feet;
S 50°01'38" E 58.02 feet,
S 54°16'14" E 364.23 feet,
along and with a curve to the North and East whose radius is
80.00 feet a total arc distance of 106.52 feet;

N 89°59'46" E 267.57 feet,
S 44°59'46" W 254.52 feet,
S 54°16'14" E 60.80 feet,
N 44°59'46" E 304.75 feet,
N 89°59'46" E 65.14 feet, and
N 00°00'14" W 2.20 feet to the point of beginning and containing
1.728 acres of land, more or less.

SAVE AND EXCEPT the 0.3983 acre utility easement trace described in the conveyance executed Feb. 14, 1967 from the City of San Antonio to the State of Texas.


Alvin L. Groves, P.E.
February 14, 1967

CONTRACT FOR SALE OF LAND FOR REDEVELOPMENT BY PUBLIC BODY

THE STATE OF TEXAS X
COUNTY OF BEXAR X

This agreement (hereinafter called "Agreement") made on or as of the 8th day of FEBRUARY, 1967, by and between the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, a public body corporate and politic of the State of Texas, County of Bexar, hereinafter called "Agency" having its offices at 418 South Laredo Street in the City of San Antonio, Bexar County, Texas and the CITY OF SAN ANTONIO, a public body corporate and politic of the State of Texas, hereinafter called "Public Body" having its office at City Hall, in the City of San Antonio, Bexar County, Texas, to-wit:

W I T N E S S E T H:

WHEREAS, in furtherance of the objectives of the Texas Urban Renewal Law, Article 1269 L-3, V.A.C.S., the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of San Antonio, Texas, hereinafter called "City" and in this connection is engaged in carrying out an Urban Renewal Project known as "Civic Center Project, Tex. 3-83" 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, 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 27th day of August, 1964, 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 Thousand Eight Hundred Forty-Eight and 11/100 (\$20,848.11), 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 plats 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 September 1, 1966, or such earlier date as the parties hereto may mutually agree upon in writing. Conveyance shall be made at the office of Alamo Title Company, 201 W. Travis, San Antonio, Texas and the Public Body shall accept conveyance and pay to the Agency at such time and place the Purchase Price.

Sec. 4. Title Procedure.

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

(b) Public Body shall record the Deed and pay costs of recordation. Said Deed shall be recorded in the Office of the County Clerk of Bexar County and the Public Body shall pay the costs incident to such recordation including the costs of Federal documentary stamps, if applicable and not exempt thereof.

ARTICLE II. PREPARATION OF PROPERTY FOR REDEVELOPMENT

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

(a) The demolition and removal to grade of all existing buildings, structures, and obstructions on the Property, including

the removal of any debris resulting from such demolition;

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

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

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

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

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

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

(b) The construction of the public waterway as shown in the Urban Renewal Plan, to commence no later than the 1st day of March, 1966 and to be completed no later than the 1st day of June, 1967.

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Sec. 1. Construction Required. The Public Body as Redeveloper shall completely be responsible for the design and construction of the theme structure of the Municipal Convention Center Complex of the City of San Antonio according to the Plans and Specifications prepared by the City of San Antonio and by its Consulting Architects, Planners and Engineers as finally

approved by the City Council of the City of San Antonio and as they appear in final form on file in the office of the City Manager of the City of San Antonio.

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 three months from the date of the Deed, and diligently proceed to complete such construction within 19 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 Section shall be in such form as will enable them to be recorded with the Clerk of Bexar County.

ARTICLE IV. LAND USES

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

(a) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan, 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 September 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. 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 of the Property, or (b) 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. Public Body shall have the right to lease the Property subject to all the terms and conditions of this Agreement to any other Public Body, private corporation, whether profit or non-profit, company, group or individual for use or uses of the Property in carrying out the municipal uses permitted herein under this 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 subcontractors 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 any obligations under the terms of the Agreement.

Sec. 2. Equal Opportunity in Construction Employment. The Public Body, for itself, and its lessees 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, demolition, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of 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 non-compliance 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 including 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

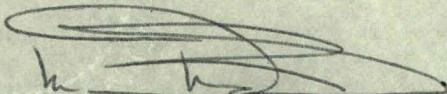
(b) in the case of a notice or communication to the Agency, is addressed as follows: Executive Director, Urban Renewal Agency, 418 South Laredo Street, San Antonio, Texas, or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched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

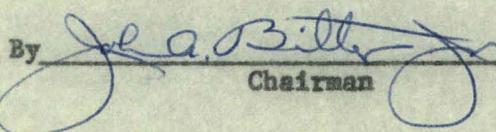
IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Public Body has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

ATTEST:



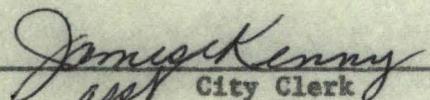
Secretary

URBAN RENEWAL AGENCY OF
THE CITY OF SAN ANTONIO

By 

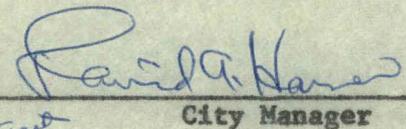
Chairman

ATTEST:



asst City Clerk

CITY OF SAN ANTONIO

By 

asst. City Manager

THE STATE OF TEXAS

X

COUNTY OF BEXAR

X

BEFORE ME, the undersigned authority, on this day personally appeared John A. Better, Jr. and W. 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 3rd day of February, 1967.

William S. Toudage

Notary Public in and for
Bexar County, Texas

STATE OF TEXAS

X

COUNTY OF BEXAR

X

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared DAVID A. HANSEN, known to me to be the person and officer whose name is subscribed to the foregoing instrument as ASST 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 on this 8th day of FEBRUARY, 1967.

Law W. Curry

Notary Public in and for
Bexar County, Texas

EXHIBIT "A"

All that certain tract and parcel of land containing 35,736.58 square feet out of New City Block 693, located within the City of San Antonio, Bexar County, Texas, also being a portion of the proposed Block 3, New City Block 13814 in the resubdivision plot for the Urban Renewal Project No. 5, Tex. R-83, San Antonio, Texas, and of this date yet unrecorded, more particularly described by metes and bounds as follows:

BEGINNING at a point which is North 42 degrees 35 minutes 53 seconds East 745.11 feet and South 46 degrees 07 minutes 24 seconds East 141.50 feet from the intersection of the southwest line of Victoria Street and the southeast line of Matagordo Street;

THENCE North 43 degrees 52 minutes 36 seconds East 63.11 feet to a point on a curve;

THENCE northwesterly with curve to the right 590.37 feet to a point on the curve, said curve having a radius of 102.0 feet and central angle of 331 degrees 37 minutes 28 seconds;

THENCE South 43 degrees 52 minutes 36 seconds West 63.11 feet to a point;

THENCE North 46 degrees 07 minutes 24 seconds West 50.0 feet to the place of beginning, containing 35,736.58 square feet (0.820 acre), more or less.

SSW:men
2-14-67

797519

STATE OF TEXAS I
COUNTY OF BEXAR I

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a Texas municipal corporation acting by its City Manager pursuant to Ordinance No. 34989 adopted November 23, 1966, for and in consideration of the development by the grantee of the hereinafter described land pursuant to the covenants to which this conveyance is made subject hereinafter, has granted, sold and conveyed and by these presents does grant, sell and convey unto the State of Texas all of the following described real property located in the City of San Antonio, Bexar County, State of Texas, to-wit:

Field Notes Description for 6.524 acres of land out of N.C.B. Numbers 612, 694, 695, 698, 699, 702 and 703 and portions of South Street, Goliad Street, Staunton Alley, Newton Street, Santa Clara Street and Dakota Street, being also out of proposed N.C.B. 13,814, Block 3, Civic Center Project No. 5 Tex R-83, Urban Renewal Resubdivision Plat, unrecorded as of this date, and being more particularly described by metes and bounds as follows:

Beginning at point in the West corner of the 6.524 acre tract herein described, said point of beginning bears N 30 degrees 54' 06" E 323.09' from the intersection of the Southwest line of Victoria Street with the West line of Labor Street;

Thence N 45 degrees E 490.00' to the North corner;

Thence S 45 degrees E 580.00' to the East corner;

Thence S 45 degrees W 490.00' to the South corner;

Thence N 45 degrees W 580.00' to the West corner;

said West corner being the point of beginning, and containing 6.524 acres of land more or less.

This conveyance is made subject however to an easement, which is reserved hereby, solely for use for utility purposes, over the 0.3983 acre tract described below:

Field Notes for a 0.3983 acre easement of N.C.B. 702 and N.C.B. 703 and portions of Santa Clara Street and Goliad Street, being more particularly described by metes and bounds as follows:

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Beginning at a point in the southeast corner of the tract herein described said point of beginning lies S 00° 14" E. 20' and S 89° 59' 46" W 328.67' from the intersection of the South line of Dakota Street with the West line of Peach Street;

Thence N 45° E. 83.73' to a point for a corner;

Thence S 89° 59' 46" W 51.12' to the beginning of a curve to the right;

Thence with said curve to the right whose radius is 1145.00', an arc distance of 291.46';

Thence S 45° E 145.81' to a point on a curve;

Thence with said curve, whose radius is 80.00' in an Easterly direction, an arc distance of 33.76';

Thence N 89° 59' 46" E 144.46' to the point of beginning, and containing 0.3983 acres of land, more or less;

and to the following covenants, restrictions and covenants:

Those contained in the conveyance of the aforesaid land to grantor from the Urban Renewal Agency of the City of San Antonio, executed the 3rd day of November, 1966, and recorded in the Deed Records of Bexar County, Texas, Volume 5675, Pages 34-38, File No. 784456; and,

Grantee, and its successors and assigns, covenant that it will construct and maintain a Texas State Exhibits Building thereon pursuant to Sec. 4 of Senate Bill 166 enacted by the 59th Legislature and provide therein exhibits of the types named in Sec. 5 of said Act and/or make other State of Texas uses of the premises that will be attractions to visitors to the City of San Antonio and the State of Texas. In the event of noncompliance with this covenant or if compliance ceases and the default is not remedied within six months after written notice of demand for compliance is received by the Governor of Texas, title to the above described land and the right to possession thereof shall revert to the grantor, its successors and assigns.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto and

otherwise belonging unto the said grantee, its successors and assigns forever; and grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises under the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed this 14th day of February, 1967.

CITY OF SAN ANTONIO

BY: *B. J. Shelley*
City Manager

Attest:

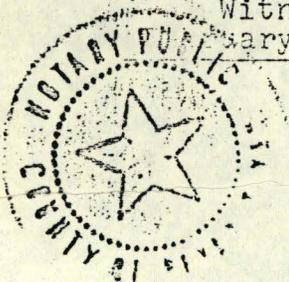
City Clerk

STATE OF TEXAS *¶*

COUNTY OF BEXAR *¶*

BEFORE ME, the undersigned authority, on this day personally appeared B. J. SHELLEY, City Manager of the City of San Antonio, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of the City of San Antonio and in the capacity therein stated.

Witness my hand and seal of office this 14th day of February, 1967.



Margaret E. Harrison
Notary Public, in and for
Bexar County, Texas

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WARRANTY DEED

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR I

The URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, Grantor, for and in consideration of the sum of TWENTY THOUSAND EIGHT HUNDRED FORTY-EIGHT AND 11/100 (\$20,848.11) 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 for public use, all of the following described property located within the City of San Antonio, Bexar County, Texas, to-wit:

All that certain tract and parcel of land containing 35,736.58 square feet out of New City Block 693, located within the City of San Antonio, Bexar County, Texas, also being a portion of the proposed Block 3, New City Block 13814 in the resubdivision plot for the Urban Renewal Project No. 5, Tex. R-83, San Antonio, Texas, and of this date yet unrecorded, more particularly described by metes and bounds as follows:

BEGINNING at a point which is North 42 degrees 35 minutes 53 seconds East 745.11 feet and South 46 degrees 07 minutes 24 seconds East 141.50 feet from the intersection of the southwest line of Victoria Street and the southeast line of Matagordo Street;

THENCE North 43 degrees 52 minutes 36 seconds East 63.11 feet to a point on a curve;

THENCE northwesterly with curve to the right 590.37 feet to a point on the curve, said curve having a radius of 102.0 feet and central angle of 331 degrees 37 minutes 28 seconds;

THENCE South 43 degrees 52 minutes 36 seconds West 63.11 feet to a point;

THENCE North 46 degrees 07 minutes 24 seconds West 50.0 feet to the place of beginning, containing 35,736.58 square feet (0.820 acre), more or less.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee 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 and revisions 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. To 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. 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 on the above-described land the following improvements according to the following requirements:

A. The theme structure for the Municipal Convention Center Complex according to plans and specifications approved by the City Council of the City of San Antonio.

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 three months from the date of this deed and be completed within 19 months from the date of this deed.

C. Grantor will furnish Grantee an Instrument of Certification of Completion for the improvements set forth in 3 A. above, which certification when filed by Grantee for record 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 3 B. hereof.

4. This Deed is made by Grantor and Grantee accepts same upon the following condition subsequent:

In the event that subsequent to this conveyance to Grantee and prior to completion of the Improvements as certified by Grantor

(a) Grantee (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements provided in Paragraphs 3A. and 3 B. hereof (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements) after written demand by Grantor so to do; or

(b) Grantee (or successor in interest) shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien shall not have been removed or discharged or provision satisfactory to the Grantor made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do, then Grantor shall have the right to re-enter and take possession of the premises described herein and terminate and revert in Grantor the estate conveyed by this Deed to Grantee, and such title and all rights and interests of Grantee, and any assigns or successors in interest to and in these premises, shall revert to the Grantor Provided, That such condition subsequent and any revesting of title as a result thereof in Grantor

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage approved by Grantor, and (ii) any rights or interest approved by Grantor for the protection of the holders of such mortgages; and

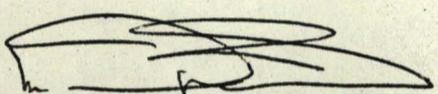
(2) shall not apply to individual parts or parcels of the premises (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed for which the Certificate of Completion set forth in Paragraph 3 C. hereof has been issued.

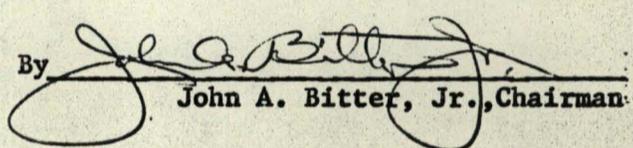
Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the said premises unto said Grantee, its heirs, successors and assigns against every person lawfully claiming or to claim the same or any part hereof.

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 3rd day of February, 1967.

ATTEST:

URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO

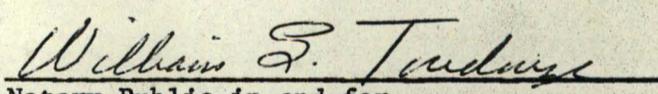

M. Winston Martin, Secretary

By 
John A. Bitter, Jr., Chairman

THE STATE OF TEXAS I
COUNTY OF BEXAR I

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 3rd day of February, 1967.


Notary Public in and for
Bexar County, Texas

A RESOLUTION

AUTHORIZING THE SALE OF .820 ACRES OF LAND OUT OF NEW CITY BLOCK 693 AND PROPOSED BLOCK 3, NEW CITY BLOCK 13814, LOCATED WITHIN THE CIVIC CENTER PROJECT, TEX. R-83 TO THE CITY OF SAN ANTONIO; AND AUTHORIZING THE AGENCY CHAIRMAN TO EXECUTE A WARRANTY DEED AND CONTRACT FOR LAND DISPOSITION WITH THE CITY OF SAN ANTONIO FOR THE SALE OF SUCH PROPERTY IN CONSIDERATION OF THE PAYMENT OF \$20,848.11 SUBJECT TO CONCURRENCE BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of San Antonio, acting by and through its City Manager, has requested that a portion of the Convention Center Complex, located within the Civic Center Project, Tex. R-83, be transferred to the City of San Antonio by September 1, 1966, for purposes of constructing a theme structure for the Municipal Convention Center Complex; and

WHEREAS, the Agency is in a position to convey title to said area and has acquired title thereto through acquisition by negotiation and condemnation proceedings; and

WHEREAS, time is of the essence in order to complete the schedule of construction for said Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO:

1. The sale of .820 acres of land out of New City Block 693 and Proposed Block 3, New City Block 13814, located within the City of San Antonio, Bexar County, Texas, and within the Civic Center Project, Tex. R-83, is hereby authorized, subject to concurrence of the Department of Housing and Urban Development;

2. The property is more particularly described by metes and bounds in a warranty deed which is in the office of the real estate department of the Agency;

3. The Agency's Chairman is hereby authorized to execute a warranty deed and contract for sale of land for redevelopment with the City of San Antonio for the purchase by the City of the proposed .820 acres of land, out of New City Block 693 and proposed Block 3, New City Block 13814,

Civic Center Project Tex. R-83 for a consideration of \$20,848.11;

4. The deed and contract are on file in the office of the real estate department of the Agency and their terms are incorporated herein by reference;

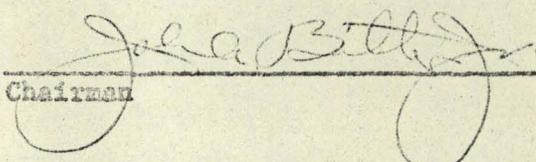
5. The Executive Director is hereby authorized to attest the signature of the Chairman on the document set forth in Paragraph 3. above and to forward said deed to Alamo Title Company for closing.

PASSED AND APPROVED this 11th day of August, 1966.

ATTEST:



Winston Martin, Secretary


Chairman

Resolution No. 860

SAWTELLE, GOODE, TROILO & LEIGHTON

ATTORNEYS AT LAW

1002 SAN ANTONIO SAVINGS BUILDING
SAN ANTONIO, TEXAS 78205

CAPITOL 5-7616

ROBERT SAWTELLE
JOHN GOODE
ARTHUR TROILO, JR.
LEONARD LEIGHTON
JOHN W. DAVIDSON
JAMES RAINES
TERRY TOPHAM

RECEIVED

March 2, 1966

MAR 3 1966

LEGAL DEPARTMENT
CITY OF SAN ANTONIO, TEX.

Mr. Sam S. Wolf
City Attorney
City Hall
San Antonio, Texas 78205

Re: Contract for Sale of Land for
Redevelopment by Public Body--
Federal Exhibit Area Sale

Dear Mr. Wolf:

In connection with the sale of the proposed area of 4.595 acres in Civic Center Project to the City of San Antonio which was to be reconveyed to the Federal Government, I am attaching changes in pages 9, 12, 13, 14, and 15 of the Contract executed by the City Manager and our Board in connection with said sale.

These changes are necessitated by the recent institution of the Department of Housing and Urban Development and are merely changes in nomenclature and in the Executive Orders concerning equal opportunity provisions. There is no substantial change in the Contract and I am enclosing 5 copies of these pages so that they may be inserted in the original Contract in lieu of those previously forwarded to your office.

Thank you for your attention to this matter and we are conforming our copies of the Contract accordingly.

Yours very truly,

SAWTELLE, GOODE, TROILO & LEIGHTON

By

Arthur Troilo, Jr.
Arthur Troilo, Jr.

Attorney for Urban Renewal Agency

AT:ge

cc: Mr. Jake Inselmann
City Clerk

Mr. William Toudouze
Urban Renewal Agency

to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

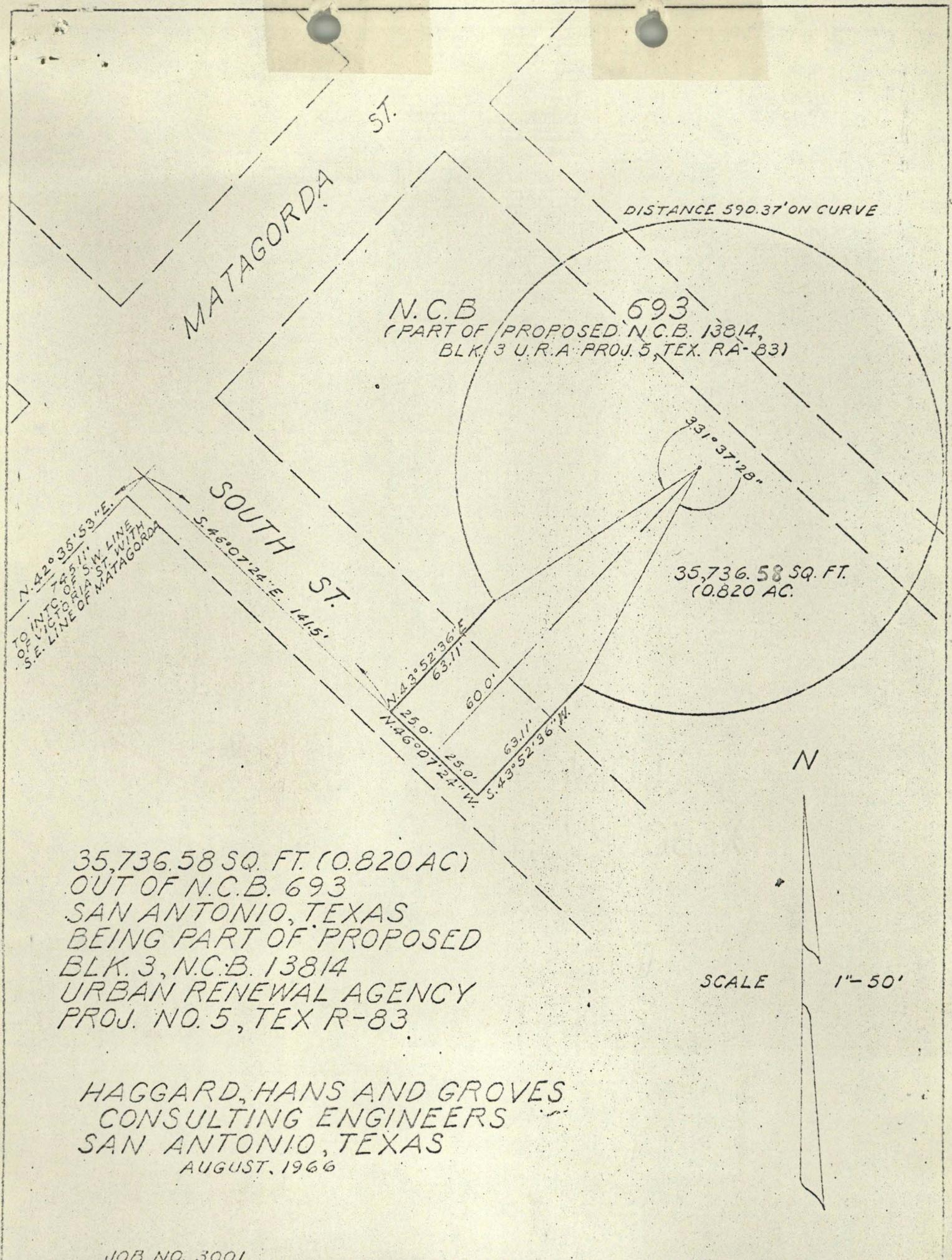
ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Sec. 1. Representation as to Redevelopment. The Public Body represents and agrees that its purchase of the Property shall be for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan and the Agreement.

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

ARTICLE VI. REMEDIES

Sec. 1. Notice of Default. In the event of any default under or breach of any of the terms or conditions of the Agreement by either party hereto, or any successor or assign of, or successor in interest to, the Property, such party or successor shall upon written notice from the other proceed to remedy or cure such default or breach within thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued or the



MATAGORDA ST.

DISTANCE 590.37' ON CURVE

N.C.B. 693
 (PART OF PROPOSED N.C.B. 13814,
 BLK. 3 U.R.A. PROJ. 5, TEX. RA-83)

SOUTH ST.

N. 42° 35' 53" E.
 TO INTO OF 78.51'
 OF VICTORIA VIA S.W. LINE
 S.E. LINE OF MATAGORDA

35,736.58 SQ. FT.
 (0.820 AC.)

N. 43° 52' 36" E. 63.11'
 60.0'
 25.0'
 N. 46° 07' 24" E. 25.0'
 63.11'
 S. 43° 52' 36" W.

N

35,736.58 SQ. FT. (0.820 AC)
 OUT OF N.C.B. 693
 SAN ANTONIO, TEXAS
 BEING PART OF PROPOSED
 BLK. 3, N.C.B. 13814
 URBAN RENEWAL AGENCY
 PROJ. NO. 5, TEX R-83

SCALE 1" = 50'

HAGGARD, HANS AND GROVES
 CONSULTING ENGINEERS
 SAN ANTONIO, TEXAS
 AUGUST, 1966

Field Notes for 35,736.53 square feet out of N.C.B. 693, Located within the City of San Antonio, Bexar County, Texas, also being a portion of the proposed Block 3, N.C.B. 13814 in the Resub-division plat for the Urban Renewal Agency Project No. 5, Tex R-83, San Antonio, Texas and of the date herein yet unrecorded more particularly described by Metes and Bounds as follows:

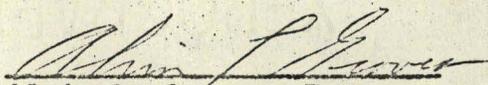
Beginning at a point which is N $42^{\circ}35'53''$ E 745.11 feet and S $46^{\circ}07'24''$ E 141.50 feet from the intersection of the Southwest line of Victoria Street and the Southeast line of Matagorda Street;

Thence N $43^{\circ}52'36''$ E 63.11 feet to a point on a curve;

Thence northwesterly with curve to the right 590.37 feet to a point on the curve, said curve having a radius of 102.0 feet and central angle of $331^{\circ}37'28''$;

Thence S $43^{\circ}52'36''$ W 63.11 feet to a point;

Thence N $46^{\circ}07'24''$ W 50.0 feet to the place of beginning and containing 35,736.53 square feet (0.820 acres) more or less.


Alvin L. Groves, P.E.
August 10, 1966

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 Con-

tractor'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 sub-contract 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

REPLI-MEMO

TO	<i>Jack Cunningham</i>	DEPT.-LOCATION	<i>Urban Renewal</i>
FROM	<i>City Clerk</i>	DEPT.-LOCATION	<i>City Hall</i>

SUBJECT	<i>Ord 34097 - 2/10/66 -</i>	DATE	<i>2/15 -</i>
---------	------------------------------	------	---------------

MESSAGE:

*Attached is original + copy of subject ord
 for signature of Urban Renewal Agency
 Please return one signed copy to City Clerk*

Thanks

John Lueck

ORIGINATOR - DO NOT WRITE BELOW THIS LINE

SIGNED

REPLY:

DEPT.-LOCATION

SIGNED

DATE

SEND PARTS 1 AND 3 WITH CARBON INTACT - PART 3 WILL BE RETURNED WITH REPLY

REPLI-MEMO

TO	Jack Shelley	DEPT.-LOCATION	City Mgrs Office	
FROM	City Clerk	DEPT.-LOCATION	City Hall	
SUBJECT	Purchase of Land from Urban Renewal		DATE	2/11/66
MESSAGE:				

Attached for signature are original & copy of Contract
of sale of land authorized by Ord 34097 - Feb 10, 1966
for purchase of land 4.595 acres which is to be
conveyed later to Fedl govm -

We would like to have these back today - Thanks

ORIGINATOR - DO NOT WRITE BELOW THIS LINE

SIGNED

John Ingle

REPLY:

DEPT.-LOCATION

SIGNED

DATE

SEND PARTS 1 AND 3 WITH CARBON INTACT - PART 3 WILL BE RETURNED WITH REPLY

DISTRIBUTION

DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
AVIATION DIRECTOR			
STINSON FIELD			
BUDGET	2-10	1	
CITY MANAGER			
ASST. CITY MGR.			
CITY PUBLIC SERVICE			
CITY WATER BOARD			
COMMERCIAL RECORDER			
FINANCE DIRECTOR	2-10	1	
ASSESSOR & COLL.			
CONTROLLER	2-10	1	
CORP. COURT			
INTERNAL AUDIT			
PROPERTY RECORDS			
PURCHASING			
FIRE CHIEF			
HEALTH DIRECTOR			
HOUSING & INSP. DIR.			
LEGAL	2-10	1	
BACK TAX ATTY.			
LAND	2-10	1	
LIBRARY DIRECTOR			
PARKS & REC. DIR.			
PERSONNEL DIRECTOR			
PLANNING DIRECTOR	2-10	1	
POLICE CHIEF			
PUBLIC INFORMATION			
PUB. WORKS DIRECTOR	2-10	1	
ASST. DIRECTOR			
TRAFFIC & TRANSP. DIR.			
URBAN RENEWAL AGENCY			
OTHER:			

ITEM NO. _____

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL

DATE: Feb 10, 1966

MOTION BY: Muen

SECONDED BY: Jones

ORD. NO. 34097

ZONING CASE _____

RESOL. _____

PETITION _____

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE No. 1, MAYOR		<u>ah</u>	
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		✓	
FELIX B. TREVINO PLACE No. 7		✓	
GERALD PARKER PLACE No. 8		✓	
ROLAND C. BREMER PLACE No. 9		✓	

BRIEFED BY: _____

ADDITIONAL INFORMATION: -

Art Traylor says deed probably will not be delivered

REMARKS: _____

J. H. INSELMANN,
CITY CLERK

#3