

AN ORDINANCE

PROVIDING FOR AN INDENTURE IN REGARD TO DISPOSAL OF WATER FROM MITCHELL LAKE, TO BE EXECUTED, IN DUPLICATE, BETWEEN THE CITY OF SAN ANTONIO AND GRAHAM B. LADD, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME ON BEHALF OF THE CITY OF SAN ANTONIO.

* * *

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

1. That the City of San Antonio enter into an agreement for the disposal of water from Mitchell Lake, with Graham B. Ladd, more particularly set out in the agreement attached, and that the City Manager be authorized and directed to execute said agreement on behalf of the City, and when executed by Graham B. Ladd that same be a lawful and binding contract.

2. WHEREAS, an emergency is apparent for the immediate preservation of health, good government and public safety that requires that the provision of the City Charter providing that ordinances shall not become effective until after ten days shall be suspended and that this ordinance become effective immediately upon its passage; IT IS SO ORDAINED.

3. PASSED AND APPROVED this 21st day of February, A.D. 1952.

MAYOR.

ATTEST:

City Clerk.

VOTE

FEB 21 1952

Meeting of the City Council _____, 195

Resolution }
Ordinance } Motion by Member of Council _____

Approp. No. _____

Ord. No. 17258

	Roll Call	Aye	Nay	Aye	Nay
A. C. WHITE Member of Council Pl. 1		✓			
RUBEN R. LOZANO Member of Council Pl. 2		✓			
ALVIN E. SCHMIDT Member of Council Pl. 3		✓			
HAROLD W. KELLER Member of Council Pl. 4		✓			
T. N. TUCKER Member of Council Pl. 5		✓			
G. M. ROPER Member of Council Pl. 6		✓			
MIKE A. CASSIDY Member of Council Pl. 7		X			
DR. NELSON GREEMAN Member of Council Pl. 8		✓			
SAM BELL STEVES Member of Council Pl. 9		✓			

STATE OF TEXAS |
 |
 COUNTY OF BEXAR |

KNOW ALL MEN BY THESE PRESENTS:

This indenture executed in duplicate by the City of San Antonio, hereinafter called Seller, a municipal corporation acting through its ^{Manager} City/, duly authorized, for itself, its successors and assigns, and by Graham B. Ladd, hereinafter called Purchaser, for himself, his heirs and assigns, all of the County of Bexar and State of Texas for and in consideration of the mutual obligations, liabilities and promises of the contracting parties.

W I T N E S S E T H

Seller for and in consideration of the sum of ~~Seventy~~ Five Dollars (\$75.00) and the sums herein stipulated payable as herein provided, and the mutual covenants and conditions herein contained, does herein and hereby GRANT, SELL and CONVEY to Purchaser subject to and limited by all rights previously granted and conveyed by Seller in the Premises, all or any part of the water from Mitchell Lake for purposes of irrigating that certain tract of land in Bexar County, Texas, to-wit:

283 acres, more or less, of land in the Jose Antonio de la Garza Grant, in Bexar County, Texas, described as follows:

Tract No. 3, of a subdivision of a portion of said Grant, made by Alexander Walton, Surveyor, February 25, 1913, as shown by a plat of such subdivision recorded in the office of the County Clerk of said County and State, in Records of Deeds, Volume 368, page 112, described as follows: BEGINNING at a stake set on the west bank of the San Antonio River for the southeast corner of this tract; THENCE North 72° 32' West at 36 varas a Live Oak 48" in dia. marked C and B at 4346 varas a stake set for the southwest corner of this tract and the southeast corner of Tract No. 2; THENCE North 0° 15' West with the east line of Tract No. 2, 352.2 varas to a stake for the northwest corner of this tract; THENCE South 72° 32' East 3674.7 varas to a stake; THENCE North 50° 49' East 154 varas to the West bank of the San Antonio River; THENCE down said River with its meanders to the place of beginning, containing 274.5 acres.

Also, a strip of land 37.2 varas in width off the east side of Tract 2, as shown on said subdivision; and being the same land described in deed from C. A. Goeth and wife to Ed. Goeth, dated March 8, 1924, recorded in Volume 761, pages 233-34, of the Deed Records of Bexar County, Texas; EXCEPTING, HOWEVER, a strip of land 6.5 varas in width off the North side of Tract No. 2 of said Subdivision made by Alexander Walton, Surveyor, on February 25, 1913, and also EXCEPTING a strip 30' in width for road purposes described in deed from Ed. Goeth and wife to R. A. Goeth, dated March 17, 1930, recorded in Volume 1177, pages 22-3, of the Deed Records of Bexar County, Texas.

and any land or tracts of land adjacent thereto which Purchaser may acquire by deed or lease during the term of this Contract for a period of five (5) years beginning as of this date, and continuing until the same day and month of the year 1957, with an option to renew this Contract for a period of five years subject to the following terms and conditions, to-wit:

1. Purchaser agrees to pay to Seller for said water the sum of \$175.00 upon the signing of this indenture, the receipt of which is hereby acknowledged. As and when the first water is used for irrigation, Purchaser agrees to pay to Seller the sum of seventy-five cents (75¢) for each acre foot of water used or \$2.50 per million gallons of water used payable in advance. All payments to be made to the License and Dues Collector in the City Hall at San Antonio, Texas.

2. Purchaser shall have and is herein and hereby given the right to take and receive water from Mitchell Lake at such times and in such amounts as Purchaser may see fit and deem proper, so long as there is an adequate amount of water in the lake.

3. Seller reserves the right to change its method of operation and treatment of sewage at any time. Purchaser is hereby accorded the right to install the necessary equipment and pipes for distribution of the water taken, said equipment and pipes to remain the property of Purchaser, it being understood that all installations made by Purchaser shall meet with the approval of the Seller.

4. The amount of water taken by Purchaser shall be computed from the number of acres irrigated. For purposes of computation, it shall be assumed that one-third ($1/3$) of an acre foot of water will be used for irrigating each acre at any one time. Seller reserves the right to change this method of computation and require the Purchaser to install at Purchaser's expense accurate flumes or metering devices.

5. For the purpose of computation of the number of acre feet used, Purchaser will furnish Seller a map of the area to be irrigated. Said map shall show the property divided into sections which can conveniently be irrigated at any one time, the number of acres in each section being clearly indicated.

6. Purchaser is expressly given the right of ingress and egress to the property of the Seller, for any and all purposes in connection with the irrigation of the land covered by this agreement, and Seller shall have the right of ingress and egress to Purchaser's property for purposes of inspection as to quantity of water used and for what purposes it is used.

7. Water received by Purchaser under the terms of this indenture shall at all times be used by the Purchaser in accordance with all State Laws and State and County Health Board regulations, it being expressly understood that such water shall not be used for the irrigation of vegetables, berries and mellons.

8. Purchaser agrees to hold Seller free and clear from any and all liabilities for damages that may arise as a result of claims or suits arising, alleging pollution as a result of any water taken and received by Purchaser under this indenture. This permit shall never mature into a vested right which would require compensation to Purchaser in case a governmental power of the City which would require a change in the present method of sewage disposal which would deprive Purchaser of the water.

IN WITNESS WHEREOF said City of San Antonio has lawfully caused these presents to be executed by the hand of C. A. Harrell, ^{Manager} City/ of the City of San Antonio and the corporate seal of the City of San Antonio to be affixed and this instrument is attested by the City Clerk, and the said Graham B. Ladd does now file, execute and deliver this instrument as the contract and agreement made between both parties.

CITY OF SAN ANTONIO

By C. A. Harrell
C. A. HARRELL, City Manager
SELLER

Graham B. Ladd
GRAHAM B. LADD
PURCHASER

ATTEST:

K. G. Gallo
City Clerk

FEB 21 1952 11758

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B. LADD, AND AUTHORIZING AND DI-
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OF SAN ANTONIO.

PASSED AND APPROVED	
Council Meeting	FEB 21 1952 19
City Clerk	
RECORDED	
Minute Book	2 Page 161
Ordinance Book	X Page 402

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Office of

The City Manager

San Antonio 5, Texas

February 20, 1952

17257



C. A. HARRELL
CITY MANAGER

Honorable Mayor and Members of Council
City of San Antonio, Texas

Gentlemen:

The City Manager has received the following letter from
the City Attorney's Office:

"The attached ordinances and contracts were made
at the request of Mr. Dickson, Director of Public
Works, on January 29, for the sale of water from
Mitchell Lake.

Mr. Dickson received a request on the matter from
Mr. Wells, Superintendent of the Sewage Treatment
Plant, and both Doctors Rabel and Ladd have
examined a preliminary draft of this contract and
approve the same. The contracts themselves are
self-explanatory."

The Council might wish to particularly note Section 2 of
the contracts which provides that the water may be used
". . . so long as there is an adequate amount of water in
the lake." The City Engineer will determine whether or
not there is sufficient water.

Paragraph 7 of the contracts provides that this water
shall be used in accordance with all State and County
Health regulations and, further, that such water shall
not be used for the irrigation of vegetables, berries,
and melons.

C. A. Harrell

It is the recommendation of the City Manager that Council
pass the ordinances authorizing the City Manager to
enter into these contracts for the City of San Antonio.

Yours very sincerely,

C. A. Harrell
City Manager