JFN:lc
12-7-66

12/7/66

AN ORDINANCE 35026

AUTHORIZING THE TRANSFER OF $85,455.12 FROM GENERAL FUND ACCOUNT 70-01-01 TO SPECIAL PROJECTS ACCOUNT 21-05-03 AND AUTHORIZING PAYMENT OF THE SAME TO THE URBAN RENEWAL AGENCY FOR A ONE-YEAR LEASE OF 62.556 ACRES OF LAND LOCATED IN THE CIVIC CENTER PROJECT.

* * * *

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

SECTION 1. That the sum of $85,455.12 is hereby authorized to be transferred from the General Fund Contingency Account 70-01-01 to General Fund, Special Projects Account 21-05-03.

SECTION 2. Authorizing the payment of $85,455.12 out of the General Fund Special Projects Account 21-05-03 to the Urban Renewal Agency of the City of San Antonio in payment for a one-year lease of 62.556 acres of land located in the Civic Center Project for the period of August 1, 1966, through July 31, 1967 in accordance with an agreement executed on October 13, 1966 and authorized by Ordinance No. 34898, passed and approved by the City Council on the same date.

PASSED AND APPROVED this 8th day of December, 1966.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FUNDS: _____
Director of Finance

APPROVED AS TO FORM: _____
City Attorney

661281

AT:ge 1-5-1-1 11-3-66

√784466

DEC-1-66 435117 LS — I 5.30

VOL 5675 PAGE 34

WARRANTY DEED

THE STATE OF TEXAS X
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR X

The URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, Grantor, for and in consideration of the sum of One Hundred Sixty-five Thousand Seven Hundred Ninety-seven and 45/100 Dollars ($165,797.45) 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 of land located within the City of San Antonio, Bexar County, Texas, containing 6.524 acres of land out of New City Block Nos. 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 a portion of proposed Block 3, New City Block 13814 in the subdivision plat of the Urban Renewal Agency's Civic Center Project, Tex. R-83 approved by the Planning Commission of the City of San Antonio August 18, 1965 and as of this date still unrecorded, said tract being more particularly described by metes and bounds on Exhibit "A" hereof.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the 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. A State facility to complement the Convention Center Complex of the City of San Antonio according to plans and specifications approved by the City Council of the City of San Antonio and the State of Texas.

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 six (6) months from the date of this deed and be completed within twenty-four (24) months from the date of this deed.

C. Grantor will furnish Grantee an Instrument of Certification of Completion for the improvements set forth in 3A. 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 3B. 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 3B. 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 revest 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 3C. 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 November, 1966.

URBAN RENEWAL AGENCY OF THE
CITY OF SAN ANTONIO

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

~~ATTEST:~~

M. Winston Martin, Secretary

THE STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared JOHN A. BITTER, JR. and M. WINSTON MARTIN, Chairman and Secretary, respectively, of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas.

GIVEN UNDER my hand and seal of office, this 3rd day of November, 1966.

L W Fenstermaker

Notary Public in and for
Bexar County, Texas

L. W. FENSTERMAKER
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

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EXHIBIT "A"

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°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° 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.

STATE OF TEXAS }
COUNTY OF BEXAR }

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

DEC 2 1966

COUNTY COURT OF BEXAR COUNTY, TEXAS

James W Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS

$ 165,797.45 No. 6571

Alamo TITLE COMPANY

201 WEST TRAVIS STREET AT SOLEDAD
SAN ANTONIO, TEXAS

A CORPORATION OF SAN ANTONIO, TEXAS, herein called the Company, for value does hereby guarantee to

CITY OF SAN ANTONIO,

herein styled assured, and its ~~heirs, executors and administrators,~~ successors, that it has good and indefeasible title to the following described real property: 6.524 acres of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, out of New City Block Nos. 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 New City Block 13814, Block 3, Civic Center Project No. 5 Tex. R-83, Urban Renewal Resubdivision Plat, unrecorded, and being more particularly described in deed conveyed to the assured, dated November 3, 1966, from Urban Renewal Agency of the City of San Antonio, recorded in Volume 5675, Page 34, Bexar County Deed Records.

subject to:

1. Following liens:

N
O
N
E

2. Restrictive covenants affecting the property above described.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any enroachments or any overlapping of improvements which a correct survey would show.
4. ~~All current taxes.~~ Expressly deleted.
5. ~~Rights of parties in possession~~ Expressly deleted.
6. Building and zoning ordinances of the City of San Antonio.
7. Subject to covenants, restrictions, conditions and all provisions of deed from Urban Renewal Agency of the City of San Antonio to City of San Antonio dated November 3, 1966.

Said Company shall not be liable in a greater amount than actual monetary loss of assured, and in no event shall said Company be liable for more than ONE HUNDRED SIXTY FIVE THOUSAND SEVEN HUNDRED NINETY SEVEN AND 45/100 Dollars, and shall, at its own cost, defend said assured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title hereby guaranteed, provided the party or parties entitled to such defense shall, within a reasonable time after the commencement of such suit or proceeding and in ample time for defense therein, give said Company written notice of the pendency of the suit or proceeding, and authority to defend, and said Company shall not be liable until such adverse interest, claim, or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse interest, claim, or right so established shall be for less than the whole of the property, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse interest, claim, or right established may bear to the whole property, such ratio to be based on respective values determinable as of the date of this policy. In the absence of notice as aforesaid, the company is relieved from all liability with respect to such claim or demand; provided, however, that failure to notify shall not prejudice the claim of the assured, if such assured shall not be a party to such action or procedure, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the company shall be actually prejudiced by such failure.

Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all rights of assured against all other parties.

Upon a sale of the property covered hereby, this policy automatically thereupon shall become a warrantor's policy and the assured, his heirs, executors and administrators, successors shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he or they may sustain on account of any warranty contained in the deed executed by assured conveying said property; the Company to be liable under said warranty only by reason of defects, liens or encumbrances, existing prior to or at the date hereof (and not excepted above), such liability not to exceed the amount above written.

Nothing contained in this policy shall be construed as insuring against loss or damage by reason of fraud on the part of the assured; or by reason of claims arising under any obligation of the assured; or under any act, thing, or trust relationship, done, created, suffered or permitted by the assured.

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

1st day of December A. D. 19 66

ATTEST ALAMO TITLE COMPANY

Laurence H. Cunningham Larry A. Hagg

Assistant Secretary Vice-President

OWNER'S POLICY—FORM PRESCRIBED BY BOARD OF INSURANCE COMMISSIONERS OF TEXAS FORM T-1 10M 3/66

RLB:VW

Alamo Title Company

201 W. TRAVIS ST. AT SOLEDAD

SAN ANTONIO, TEXAS

OWNER'S POLICY

Add on to 66-1171

66-1281

ITEM NO. 14

DISTRIBUTION

	DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
	AVIATION DIRECTOR			
	STINSON FIELD			
	BUDGET	12-8		
	CITY MANAGER			
	ASST. CITY MGR.			
	CITY PUBLIC SERVICE			
	CITY WATER BOARD			
	COMMERCIAL RECORDER			
	FINANCE DIRECTOR	12-8		
	ASSESSOR & COLL.			
	CONTROLLER	12-8		
	CORP. COURT			
	INTERNAL AUDIT			
	PROPERTY RECORDS			
	PURCHASING			
	FIRE CHIEF			
	HEALTH DIRECTOR			
	HOUSING & INSP. DIR.			
	LEGAL	12-8		
	BACK TAX ATTY.			
	CONDEMNATION ATTY.			
	LAND. DIV.	12-8		
	LIBRARY DIRECTOR			
	PARKS & REC. DIR.			
	PERSONNEL DIRECTOR			
	PLANNING DIRECTOR			
	POLICE CHIEF			
	PUBLIC INFORMATION			
	PUBLIC WORKS DIR.			
	ASST. DIRECTOR			
	TRAFFIC & TRANSP.DIR.			
	URBAN RENEWAL AGENCY	12-8	✓	
	OTHER:			

REMARKS:

J. H. INSELMANN

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL DATE: Dec 8

MOTION BY: Gatti SECONDED BY:

ORD. NO. 35026 ZONING CASE

RESOL. PETITION

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE NO. 1, MAYOR		✓	
DR. HERBERT CALDERON PLACE NO. 2		✓	
ROBERT C. JONES PLACE NO. 3		✓	
S. H. JAMES PLACE NO. 4		abs	
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:

Harmon - 4 4 (3 -
of Cy - 3 L -

#3

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

RECEIVED
DEC 6 1966
LEGAL DEPARTMENT
CITY OF SAN ANTONIO, TEX.

TO: Mr. Sam Wolf, City Attorney

FROM: Mr. Carl L. White, Budget Officer

COPIES TO: File

SUBJECT: Ordinance Request.

Date 6 December 1966

In accordance with instructions from the City Manager, it is requested that an ordinance be prepared for Council consideration authorizing the transfer of the sum of $85,455.12 from the General Fund Account 70-01-01 to Special Projects Account 21-05-03 and authorizing payment to the Urban Renewal Agency out of Account 21-05-03 for lease of 62.556 acres in the Civic Center Project for the period of August 1, 1966 to July 31, 1967 per agreement dated October 13, 1966 and accepted by Ordinance #34898.

Carl L. White

Carl L. White
Budget Officer

CLW:pam

CONSERVATION
REHABILITATION
REDEVELOPMENT

M. WINSTON MARTIN
EXECUTIVE DIRECTOR

URBAN RENEWAL AGENCY

PHONE CA 5-6835 • 418 SOUTH LAREDO ST. • SAN ANTONIO, TEXAS 78207

Below Finance Dept. Please handle. Contract approved by City Council but it may not be appropriated funds for payment. Please use 70-01-01 for funding. Thanks JS 12-5-66

December 1, 1966

Mr. Jack Shelley
City Manager
City of San Antonio
City Hall
San Antonio, Texas

Re: Rental Agreement

Dear Mr. Shelley:

The Urban Renewal Agency and the City of San Antonio entered into an Amended Cooperation Agreement on Civic Center Project, Tex R-83 on October 13, 1966. The amendment to this agreement had the additional provision allowing the City possession prior to acquisition of approximately 62.556 acres of land in this project. This provision was for a one-year period, commencing on August 1, 1966 and ending July 31, 1967, with a consideration to be paid to this Agency on annual basis in the total amount of $85,455.12 for the use of this property on temporary basis.

Our records indicate that we have not received payment from the City of San Antonio of the amount stated. Would you please check into this matter and notify us as to when the Agency may expect to receive this consideration as provided under this item of the Cooperation Agreement.

Sincerely,

M. Winston Martin
Executive Director

MWM/JWC:ad

ord 34898
Oct 13, 1966

The City Council
San Antonio, Texas

File
Civic Center
sent to City Council
Capital Improvements
+ Winston Martin

Gentlemen:

As the owner of the 416-418-422 South Presa St. properties I would like to express my opinion on the proposed disposition of the properties in that area. My son, Robert, of Houston has talked at length with the Urban Renewal at my request because I had been told that surely by the middle of November I would have been notified what action would have been taken by them regarding my property and I had heard nothing.

It appears that there are two plans under consideration: restoration or business development. There are very few buildings of real historical value in that area. With the construction of the Durango Freeway providing easy access, don't you think that over the

years a more realistic use would be the construction of a motel and other business facilities?

Thank you for your consideration of this.

Sincerely,

Mrs. A. J. Pruessner

720 S. Academy
New Braunfels, Texas 78130
November 15, 1966