

## A RESOLUTION

DETERMINING THE LATEST POPULATION ESTIMATE FOR THE CITY OF SAN ANTONIO AND REQUESTING THE TEXAS HIGHWAY DEPARTMENT TO CHANGE THE CITY LIMITS SIGNS TO REFLECT THE ESTIMATE OF POPULATION.

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WHEREAS, the territorial limits of the City of San Antonio have been extended<sup>by</sup> the annexing of certain areas of adjacent territory and the inhabitants thereof are now within the jurisdiction of and are residents of said City of San Antonio; and,

WHEREAS, substantial numbers of people have moved into and become residents of said City of San Antonio, and the population of said City has been increased since the last Federal census; and,

WHEREAS, it has been determined that the latest population estimate of the City of San Antonio is 655,006; and,

WHEREAS, the City Limits Signs prepared and installed by the Texas Highway Department do not reflect this increase in population and do not in some instances disclose the present territorial limits of said City of San Antonio; and,

WHEREAS, it has been determined that the City Limits Signs herein referred to should be changed to reflect the increase in population and the present territorial limits, NOW, THEREFORE:

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

1. That the Texas Highway Department be and it is hereby respectfully requested to place City Limits Signs where necessary to disclose the present territorial limits of said City of San Antonio and to change the data on City Limits Signs to reflect and increase in population which is herein estimated and determined to be 655,006.

2. PASSED AND APPROVED this 27th day of November, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## A RESOLUTION

APPOINTING MEMBERS OF A CAPITAL IMPROVEMENTS PROGRAM STEERING COMMITTEE; NAMING THE CHAIRMAN AND CO-CHAIRMEN THEREOF; AND APPOINTING MEMBERS OF A CITIZENS COMMITTEE.

\* \* \* \* \*

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

1. The persons whose names are attached hereto on the instrument marked Exhibit 1, which instrument is incorporated herein and made a part hereof are hereby appointed to the Capital Improvements steering Committee.

2. Edward Sullivan is hereby appointed Chairman; and Walter C. Gunstream and Joe Olivares are appointed to serve as Co-chairmen.

3. The persons whose names are attached hereto on the instrument marked Exhibit 2, which instrument is incorporated herein and made a part hereof are hereby appointed to the Citizens Committee on Capital Improvements.

4. PASSED AND APPROVED this 27th day of November, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31934

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 2027)

The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District listed as follows:

Lot 19, NCB 1860

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 5th day of December, A.D., 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31935

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 2028)

The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District listed as follows:

That portion of lot 32, Block 5, NCB 8674 not presently zoned "F" Local Retail.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 5th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. INSELMANN  
City Clerk

AN ORDINANCE 31936

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 2032)

The rezoning and reclassification of property listed below as follows:

The East 75' of Tract 7-B, NCB 11147 from "B" Residence District to "E" Office District; and the West 200' of Tract 7-B, NCB 11147 from "B" Residence District to "F" Local Retail District.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 5th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31937

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 2042)

The rezoning and reclassification of property from "D" Apartment District to "F" Local Retail District listed below as follows:

That part of Lot 20, NCB 7586 not taken for the I.H. 37 Expressway.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 5th day of December, A.D., 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31938

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 2045)

The rezoning and reclassification of property from "C" Residence District to "J" Commercial District listed below as follows:

That portion of Lot 17, Block 7, NCB 1505 not presently zoned "J" Commercial.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 5th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31939

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 2044)

The rezoning and reclassification of property from "A" Residence District TO "F" Local Retail District listed below as follows:

Lot C, Block 9, NCB 8672

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 5th day of December, A.D., 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31940

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO 2046)

THE rezoning and reclassification of property from "B" Residence District to "D" Apartment District listed below as follows:

Lot 35, NCB 9221

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 5th day of December, A.D., 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
city clerk

## AN ORDINANCE 31941

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND SOUTHERN PACIFIC COMPANY WHEREIN THE SOUTHERN PACIFIC COMPANY WILL PAY THE SUM OF \$11,000.00 to the CITY IN CONSIDERATION OF THE CONSTRUCTION OF THE GUADALUPE STREET GRADE SEPARATION, ALSO KNOWN AS GUADALUPE OVERPASS PROJECT, AND FOR OTHER CONSIDERATIONS BETWEEN THE PARTIES.

\* \* \* \* \*

WHEREAS, the Southern Pacific Company has agreed to pay to the City of San Antonio the sum of \$11,000.00 in consideration of the construction of the Guadalupe street Grade Separation, also known as Guadalupe Overpass Project, hereinafter called "Project", and for other considerations between the parties, as set forth in an agreement hereinafter referred to; and,

WHEREAS, by Ordinance No. 31092, dated February 6th, 1963, the construction contract for said "Project" was awarded to Killian-House Company and was entered into on February 15, 1963; and,

WHEREAS, the Southern Pacific Company has executed said agreement on its behalf; NOW, THEREFORE:

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

1. The City Manager is authorized to execute an agreement between the City and the Southern Pacific Company wherein the Southern Pacific Company agrees to pay to the City of San Antonio the sum of \$11,000.00, upon completion of the work contemplated by said agreement but not later than ten (10) days after completion thereof.

2. A copy of said agreement is attached hereto and incorporated herein for all purposes.

3. PASSED AND APPROVED this 5th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SAN ANTONIO, a municipal corporation of the State of Texas, acting herein through its City Manager, hereunto duly authorized by its City Council, hereinafter styled "City", and SOUTHERN PACIFIC COMPANY, A CORPORATION, hereinafter styled "Railroad",

## W I T N E S S E T H :

WHEREAS, City, in pursuance of development of certain authorized road and bridge improvement projects, is in the process of constructing a grade separation reinforced concrete and steel overpass, or viaduct, at the intersection of Guadalupe Street and the main line track of Railroad's Kerrville Branch, as well as tracks of Missouri Pacific Railroad Company, known as "Guadalupe Overpass Project"; and,

WHEREAS, Railroad is agreeable to City's plan for constructing said overpass structure and wishes to cooperate in such endeavor;

NOW, THEREFORE, the parties hereto mutually covenant and agree to and with each other as follows:

1. Railroad hereby assents and agrees to the overhead crossing of its said Kerrville Branch main track by reinforced concrete and steel viaduct to be constructed by City substantially on line of Guadalupe Street crossing of said Kerrville Branch main track, said reinforced concrete and steel viaduct to be constructed in accordance with plans developed by the City and approved by City and Railroad and made part hereof by reference. No changes shall be made in approved plans without prior written approval of such changes by Director of Public Works of City and Chief Engineer of Railroad.

2. In consideration of the construction by the City of said viaduct, which shall span the railroad tracks of the Railroad, it is agreed that Railroad shall have the right, and such right shall be and is hereby reserved by Railroad, to operate its trains and repair and maintain its tracks and other structures on and along its property crossed over by said reinforced concrete and steel viaduct, and City, by execution of this agreement, does hereby assent to such operation, repair and maintenance.

3. It is further agreed and understood by and between the parties hereto that Guadalupe Street shall remain open at grade after completion of the viaduct primarily to accommodate local traffic which would be inconvenienced by the use of the grade separation structure. the Railroad, without cost to the City, will construct and maintain plank crossing across that portion of the street occupied by railroad track, being that area between the rails and to the ends of the ties outside the rails of its track, all in accordance with plans and specifications jointly prepared and approved by the Railroad except as is expressly provided herein in making such grade crossing usable, for traffic shall be reimbursed to the Railroad.

4. During the construction of said viaduct, the Railroad hereby agrees to coordinate its operations with the construction contractor so that as little delay as possible with the progress of said construction will result. Representatives of Railroad, Contractor and City will be responsible for coordinating this activity.

5. City agrees to undertake, or cause to be undertaken, all of the items of work and furnishing of materials required by complete construction of said reinforced concrete and steel

viaduct. City also agrees to cause to be provided, at no expense to Railroad, such flagging service during construction of said reinforced concrete and steel viaduct deemed by Railroad to be necessary for proper and safe movement of its trains.

6. In consideration of the construction by the City of said viaduct, which shall span the track of the Railroad, Railroad agrees to pay to City, in cash, in amount of Eleven Thousand Dollars (\$11,000.00), upon completion of the work contemplated hereby but not later than ten (10) days after completion thereof. Railroad also agrees that it will furnish labor and materials for, and, at its sole cost expense, construct two (2) 16'- foot timber crossings for access roadways and relocate spur track which presently crosses Guadalupe Street in accordance with plans approved by the City. City agrees that said amount and construction shall constitute entire, and no other, obligation by Railroad to said project of constructing said reinforced concrete and steel viaduct except as herein otherwise provided. City Also agrees that City will bear all costs and expenses arising from said project except as herein provided.

7. The City's contractor shall furnish evidence with respect to the operations he performs, that he carries regular contractor's public liability insurance with limits of \$100,000/\$200,000 for injury to or death of persons in any one accident, and \$50,000 for damage to or destruction in any one accident. If any part of the work is sublet, similar insurance shall be provided by or in behalf of subcontractor to cover their operations.

8. Upon completion and acceptance of all work incident to the construction of said reinforced concrete and steel viaduct, City agrees to maintain, or cause to be maintained, the completed reinforced concrete and steel viaduct, the roadway thereon, the side slopes of roadway approaches, all roadway drainage facilities, and all other items of facilities directly connected to the reinforced concrete and steel viaduct constructed in accordance with provisions hereof.

9. City hereby assumes the entire responsibility for the construction, maintenance, and use of said roadway and reinforced concrete and steel viaduct over and upon Railroad's property and nothing contained herein shall ever be construed to place upon Railroad any manner of liability for injury or death of persons, or for damage to or loss of property arising from or in any manner connected with construction, maintenance, or use of the portion of said roadway and reinforced concrete and steel viaduct located upon Railroad's property.

10. City hereby agrees to hold Railroad forever harmless from all damages, claims from abutting property owners, and others, arising out of the construction of said reinforced concrete and steel viaduct, including claims arising under Article 6238, Revised Statutes of Texas, 1925, and hereby agrees to assume the defense of any suit or such claims and to pay any judgments rendered in any such suits and shall, upon request of Railroad, intervene and make itself a party therein in its own name, if it has not already been made party thereto, and shall, if requested by Railroad, wholly relieve Railroad from defending any said suit, and hereby agrees to hold Railroad harmless as to court costs, attorneys' fees, and all expenses in connection with any such suits, and hereby assumes and agrees to pay all judgments recovered against Railroad for any such damages. It is understood and agreed, however, that nothing in this Section 10 hereof shall be construed as creating any right or cause of action in favor of any party against any or all of the parties hereto and that wherever City agrees to hold Railroad harmless, City assumes only such obligations, liabilities, or causes of action as are imposed by law on Railroad by reason of doing the things stipulated herein.

11. In event the construction of said reinforced concrete and steel viaduct as contemplated hereby is not undertaken within two years of the date hereof, the parties, hereto shall be released from any and all of the agreements herein contained and this contract shall be null and void without any further act or deed upon the part of any of the parties hereto.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement, in duplicate, on this the 5th day of December, A.D., 1963.

CITY OF SAN ANTONIO, Texas  
BY: /s/ B. J. Shelley  
City Manager

ATTEST: J. H. Inselmann  
City Clerk

SOUTHERN PACIFIC COMPANY  
BY: /s/ B.M. Stephens  
Assistant to Vice  
President

ATTEST: J.T. Stuetz  
Assistant Secretary

AN ORDINANCE#31942

APPROPRIATING THE SUM OF \$8,360.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT-OF-WAY FOR U. S. 90 WEST PROJECT, NEBRASKA STREET WIDENING PROJECT, STORM DRAINAGE #58 AND ACCEPTING ONE EASEMENT DEDICATION FOR LEON CREEK SEWER OUTFALL LINE PROJECT.

\* \* \* \* \*

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

1. The sum of \$5,030.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961 #479-16 for acquisition of right-of-way as follows:

a. \$4,130.00 payable to Stewart Title Company as escrow agent for Joe E. Pena and Mary Lou Pena for title to 0.2374 of an acre of land, more or less, same being all of Lot 13, Block 2, New City Block 8594, being Parcel 387-4687.

b. \$900.00 payable to Stewart Title Company as escrow agent for Oma Crawford, a widow, individually and as Independent Executrix of the Estate of C. Q. Crawford, deceased for title to Lot 25, Block 4, New City Block 11322, being Parcel 539-4839.

Copies of the Warranty Deeds on the aforementioned parcels are filed herewith and incorporated herein by reference for all purposes. Deeds to same will be in the name of the State of Texas pursuant to the Participation agreement of this project between the City and the Texas Highway Department.

2. The sum of \$430.00 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10 for acquisition of right-of-way for Nebraska Street Widening as follows:

a. \$80.00 payable to Beatrice Ray McGarity and Jason McGarity for title to all of that part of Lot 11, Block 9, NCB 10268 situated within the corporate limits of the City of San Antonio, being Parcel 2926A .

b. \$160.00 payable to Lillian Burleson for title to all that part of Lots 14 and 15, Block 9, New City Block 10268, situated within the corporate limits of the City of San Antonio, being Parcels 2929A & 2930A.

c. \$80.00 payable to Jason McGarity, Et al for title to all that part of Lot 16, Block 9, New City Block 10268, situated within the Corporate limits of the City of San Antonio, being Parcel 2931 -A.

d. \$110.00 payable to Sam H. Schaefer, et al for title to all that part of Lot 4, Block 25, New City Block 10706, situated within the corporate limits of the City of San Antonio, being Parcel 2966A.

Copies of said Warranty Deeds on the aforementioned parcels are filed herewith and incorporated herein by reference.

3. The sum of \$2,900.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right-of-way for Storm Drainage #58, payable to Guaranty Abstract & Title Company as escrow agent for Porfirio Torres and Esperanza Torres for title to Lot 1 and W. 1/2 of Lot 2, NCB 8264, situated within the corporate limits of the City of San Antonio, being Parcel 5486. A copy of said Sales Agreement is filed herewith and incorporated herein by reference.

4. An easement dedication for a 50' easement out of the William O. Davis 432.14 acre tract, granted by United Gas Pipe Line Company, is hereby accepted, being Parcel #E-569, A copy of said easement dedication is filed herewith and incorporated herein by reference.

5. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister.  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

Parcel No. : 2926A  
PROJECT: Nebraska St.  
Widening

WARRANTY DEED  
\* \* \* \* \*

STATE OF TEXAS  
county of bexar

KNOW ALL MEN BY THESE PRESENTS:

That we, BEATRICE RAY MCGARITY and husband, JASON MCGARITY, of the County of Bexas, State of Texas, for and in consideration of the sum of EIGHTY AND NO/100 (\$80.00) DOLLARS to us in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto CITY OF SAN ANTONIO, a municipal corporation, of the county of Bexar, State of Texas, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

All that part of Lot 11, Block 9, NewCity Block, 10268, Wheatley Heights ADDITION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Vol. 2805, Page 37, Deed and Plat Records of Bexar County, Texas, lying north of and adjacent to a part of said Lot 11 conveyed to the City of San Antonio by Warranty Deed dated June 30, 1958, for street purposes and recorded in volume 4161, Page 192, Deed Records, Bexar County, Texas.

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, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 22nd day of November, A.D., 1963.

/s/ Beatrice Ray McGarity  
/s/ Jason McGarity

PARCEL NO. 2929A & 2930A  
Project: Nebraska Street Widening

WARRANTY DEED

\* \* \*

STATE OF TEXAS

COUNTY OF BEXAR } KNOW ALL MEN BY THESE PRESENTS:

That I, Lillian Burleson, a feme sole, of the County of Bexar, State of Texas, for and in consideration of the sum of ONE HUNDRED SIXTY AND NO/100 (\$160.00) DOLLARS to me in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD and conveyed, and by these presents do GRANT, SELL AND CONVEY unto CITY OF SAN ANTONIO, a municipal corporation, of the County of Bexar, State of Texas, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

All that part of Lots 14 and 15, Block 9, New City Block 10268, Wheatley Heights, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to Plat thereof recorded in Vol. 2805, Page 37, Deed and Plat Records of Bexar County, Texas, lying north of and adjacent to the part of said Lots 14 and 15 acquired by the City of San Antonio for street purposes in Condemnation Cause No. #51882, dated November 14th, 1958.

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, its successors and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 25th day of November, A.D., 1963.

/s/ Lillian Burleson

WARRANTY DEED
\*\*\*\*\*

Parcel No. 2931A
Project: Nebraska Street
Widening

STATE OF TEXAS }
COUNTY OF BEXAR }

That we, JASON McGarity and Wife, BEATRICE RAY McGARITY, LOVIE MAY McGARITY, a feme sole, VERLIE McGarity WILBURN, a widow, and L.D. McGARITY and wife, RIVA McGARITY, of the County of Bexar, State of Texas, for and in consideration of the sum of EIGHTY AND NO/100 (\$80.00) DOLLARS TO US IN HAND PAID BY THE grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto CITY OF SAN ANTONIO, a municipal corporation, of the County of Bexar, State of Texas, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

All that part of Lot 16, Block 9, New City Block 10268, Wheatley Heights, Situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to Plat thereof recorded in Vol. 2805, page 37, Deed and Plat Records of Bexar County, Texas, lying north of and adjacent to the part of said Lot 16 acquired by the City of San Antonio for street purposes in Condemnation Cause No. 51882, dated November 14, 1958.

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, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 22nd day of November, 1963.

/s/ JASON McGARITY, et al

/s/ Beatrice Ray McGarity

/s/ Lovie May McGarity

/s/ Verlie Mc Garity Wilburn

/s/ L. D. McGarity

/s/ Riva McGarity

Parcel No. 2966-A
Project: Nebraska Street
Widening

WARRANTY DEED
\*\*\*\*\*

STATE OF TEXAS }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That we, SAM H. SCHAEFER, LOUIS J. JONES and wife, MATTIE JONES, of the County of Bexar, State of Texas, for and in consideration of the sum of ONE HUNDRED TEN AND NO/100 (\$110.00) DOLLARS to us in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto CITY OF SAN ANTONIO, a municipal corporation, of the County of Bexar, State of Texas, all of the following described real property situated within the corporate limits

of the city of San Antonio, Bexar County, Texas, to-wit:

All that part of Lot 4, Block 25, New City Block 10706, Situated within the corporate limits of the CITY of San Antonio, Bexar County, Texas, according to Plat thereof recorded in Vol. 3025, Page 62, Deed and Plat Records of Bexar County, Texas, lying north of and adjacent to a part of said Lot 4 acquired by the City of San Antonio for street purposes in Condemnation Cause No. 51129, dated July 11, 1958.

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, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT And FOREVER DEFEND ALL and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 20th day of November, A.D., 1963.

/s/ Sam H. Schaefer, Et Al

/s/ Louis J. Jones

/s/ Mattie Jones

Parcel: 5486

Project: Storm Drainage #58

Title: Guaranty

#### SALES AGREEMENT

STATE OF TEXAS

SALES

COUNTY OF BEXAR

That we, Porfirio Torres and Esperanza Torres, as seller, for and in consideration of the agreed purchase price of (\$2,900.00) DOLLARS, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, to-wit:

Lots 1 and (West 1/2 of 2), NCB 8264, BERLIN HEIGHTS, SITUATED within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat recorded in Vol. 368, Page 26, of the Plat Records of Bexar County, Texas.

together with all improvements and other things incident or belonging thereto, including all of our right, title and interest in or to all adjoining streets or alleys.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

GUARANTY ABSTRACT & TITLE COMPANY shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 60 days after the date of the delivery of such deed.

The agreed purchase price is payable \$2,600.00, at the time of the delivery of such deed and \$300.00, at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 60 days of the date of the delivery of such deed, the seller agrees may retain such amount of \$300.00 as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does so as a tenant at will of the buyer.

Until title has been conveyed to the buyer, loss or damage to the above premises by fire or other casualty shall be at the risk of the seller and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

Owner will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the Seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 14th day of November, A.D. 1963.

/s/ Porfirio Torres

/s/ Esperanza Torres

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS

That, United Gas Pipe line Company, present owner of all right, title and interest in and to that certain property described in deed executed by C. R. Wright,, et ux, duly recorded in Volume 3360, Pages 408-10 of the Deed Records of Bexar County, Texas, hereby grants, bargains and conveys unto the City of San Antonio a right of way and easement 50' in width for the construction, operation, maintenance, replacement and removal of one (1) 54" sewer line, said strip of land being described as follows, to-wit:

That certain 50' wide strip of land located between parallel lines, one of said lines being 37.25' to the East end the other line being 12.75' West of the following described line, to-wit:

Beginning at a point the south line of the Wm. O. Davis 432.13-acre tract, said point being in the north line of United Gas Pipe Line Company 15-acre tract; and being N 80° 20' 35" W, 2969.46 feet from the W. ROW of Palo Alto Road; thence S 05° 32' 50" E 103.34 feet to a point in the south line of said United Gas Pipe line Company 15-acre tract, said point being N 80° 20' 35" W 2,944.00 Ft. from the west right-of-way line of Palo Alto Road, together with the right to use during the construction of said sewer line a strip of land 25' in width to the West of and adjacent to the West line of said 50" strip of land.

subject to the following terms and conditions:

Said 54" sewer line shall be constructed beneath United Gas Pipe line Company's San Antonio South Loop 20" Line to a depth that will provide 18" clearance between the top of said 54" sewer line and said 20" pipe line.

The City of San Antonio shall notify United Gas Pipe Line Company prior to the time construction of said 54" sewer line of said 50' strip of land is commenced.

TO HAVE AND TO HOLD the rights herein granted unto the City of San Antonio its successors and assigns, so long as the rights herein granted are used for the above named purposes.

This grant is made without any warranty whatsoever, either express or implied.

WITNESS THE EXECUTION HEREOF THIS the 12th day of December, 1963.

UNITED GAS PIPE LINE COMPANY

BY: M. V. Cavain  
Vice President

Attest: L. B. Baugman  
Assistant Secretary

CITY OF SAN ANTONIO

ATTEST: J. H. Inselmann  
City Clerk

BY:

AN ORDINANCE 31943

ACCEPTING A SPECIAL WARRANTY DEED FROM THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT TO A TRACT OF LAND ADJACENT TO THE CITY ANIMAL SHELTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED TO THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT TO A SIMILAR TRACT OF LAND ADJACENT TO ALAMO STADIUM.

\* \* \* \* \*

WHEREAS, the City owns a tract of land, adjacent to the parking lot at Alamo Stadium, which is surplus to the City's requirements; and,

WHEREAS, the San Antonio Independent School District owns a similar tract of land adjacent to the City Animal Shelter which the City requires for expansion of this facility; and,

WHEREAS, it is considered to be in the best interest of both the City and the San Antonio Independent School District to mutually exchange these tracts of land, showing in each of the deeds a nominal consideration of \$10.00; NOW, THEREFORE:

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

1. A Special Warranty Deed to a tract of land, adjacent to the City Animal Shelter and granted by the San Antonio Independent School District is hereby accepted.

2. The City Manager is hereby authorized to execute a Special Warranty Deed to the San Antonio Independent School District for a tract of land adjacent to Alamo Stadium.

Copies of the aforementioned Special Warranty Deeds are attached hereto and incorporated herein for all purposes.

3. PASSED AND APPROVED this 12th day of December, 1963.

/s/ W. W. McAllister  
M A Y O R

ATTEST: /s/ J. H. Inselmann  
City Clerk

SPECIAL WARRANTY DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That the San Antonio Independent School District, a public free school corporation, of the County of Bexar, State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00), 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, of the County of Bexar, State of Texas, all of the following described real property situated within the corporate limits of the City of San Antonio, in Bexar County, Texas, to-wit:

A tract of land out of Range 2, District 3, out of Out lots 23 and 24, Original City Grant, NCB. A-52 and beginning at a point 37.3 feet south of the North line of Out Lot 25, which point is on a line at right angles with said Out Lot line and 1068 feet east of the West line of Out Lot 25 and 550 feet south of the south line of Hildebrand Avenue;

THENCE; south 87° 00' east 115 feet to a point;  
THENCE; south 63° 20' east 300 feet to a point;  
THENCE; south 72° 50' east 100 feet to a point;  
THENCE; south 85° 50' east 200 feet to a point;  
THENCE; north 83° 10' east 200 feet to a point;  
THENCE; south 88° 20' east 100 feet to a point;  
THENCE; south 47° 20' east 200 feet to a point;  
THENCE; South 0° 40' east 279.60 feet to a point;  
said point being the point of beginning of this survey;  
THENCE; continuing along the south 0° 40' east line a distance of 176.30 feet more or less to a point;  
THENCE; with a deflection angle to the right of 70° 21' 30" a distance of 50.75 feet more or less to a point;  
THENCE; with a deflection angle to the right of 28° 28' 00" a distance of 19.45 feet more or less to a point;  
THENCE; with a deflection angle to the right of 16° 53' 00" a distance of 59.95 feet more or less to a point;  
THENCE; with a deflection angle to the right of 100° 39' 30" a distance of 204.09 feet more or less to a point, said point being the point of beginning of this survey and containing 12,154 square feet of land 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, 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 unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through the Grantor, the San Antonio Independent School District.

EXECUTED this 27th day of November, 1963.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BY: /s/ James G. Kizer  
President, Board of Trustees

ATTEST: /s/ Ralph R. Cardenas  
Secretary

SPECIAL WARRANTY DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That the City of San Antonio, a municipal corporation, of the County of Bexar, State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS - - - - - (\$10.00), 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 SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, of the County of Bexar, State of Texas, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A tract of land out of Range 2, District 3, out of Outlots 23 and 24, Original City Grant, New City Block A-52, being more particularly described as follows:

BEGINNING at a point 37.3 feet South of the North line of Outlot 25, which point is on a line at right angles with said Outlot line and 1068 feet east of the West line of Outlot 25 and 550 feet south of the South line of Hildebrand Avenue;

THENCE; south 87° 00' East 115 feet to a point;  
THENCE; South 63° 20' east 300 feet to a point;  
THENCE; South 72° 50' east 100 feet to a point;  
THENCE; South 85° 50' east 200 feet to a point;  
THENCE; north 83° 10' east 200 feet to a point;  
THENCE; South 88° 20' east 100 feet to a point;

THENCE; south 47° 20' east 200 feet to a point;

THENCE; south 0° 40' east 60.28 feet to a point, said point being the point of beginning of this survey; and lying on the south line of Tuleta Street right-of-way;

THENCE; continuing along the south 0° 40' east line a distance of 219.32 feet more or less to a point;

THENCE; with a deflection angle to the left of 143° 38' a distance of 152.55 FEET more or less to a point lying in the south right-of-way line of Tuleta Street;

THENCE; with a deflection angle to the left of 79° 31' along the south right-of-way line of Tuleta Street a distance of 132.25 feet more or less to a point, said point being the point of beginning of this survey.

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 Grantor, its successors and assigns forever; and it does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through the grantor, THE CITY OF SAN ANTONIO.

EXECUTED this 12th day of December, A.D., 1963.

CITY OF SAN ANTONIO

BY: David A. Harner  
Assistant City Manager

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31944

AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED TO C. S. VILLARREAL AND WIFE FOR SURPLUS CITY WATER BOARD PROPERTY FOR \$7,000.00.

\* \* \* \* \*

WHEREAS, there exists a piece of surplus City Water Board property; and,

WHEREAS, C. S. Villarreal and wife Ernestine Villarreal have submitted an offer of \$7,000.00, which is acceptable to the City Water Board, for this property; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute a Special Warranty Deed to C. S. Villarreal and wife Ernestine Villarreal to Lot 9, Block 5, NCB 3007 for the consideration of \$7,000.00.
2. A copy of the Special Warranty Deed is filed herewith and incorporated herein by reference.
3. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

SPECIAL WARRANTY DEED

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a municipal corporation, of the County of Bexar, State of Texas, for and in consideration of the sum of SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00), 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 C. S. VILLARREAL AND WIFE ERNESTINE VILLARREAL, of the County of Bexar, State of Texas, all of the following described real property situated within the corporate limits of the city of San Antonio, Bexar County, Texas, to-wit:

Lot No. 9, Block 5, New City Block 3007, B. Staffels Subdivision in the City of San Antonio as set forth in plat recorded in Vol. 105, Page 195, Deed and Plat Records of Bexar County, Texas.

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 Grantor, its successors and assigns forever; and it does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said grantees, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through the grantor, THE CITY OF SAN ANTONIO.

EXECUTED this 12th day of December, A. D., 1963.

ATTEST: J. H. Inselmann  
City Clerk

CITY OF SAN ANTONIO  
BY: David A. Harner  
Assistant City Mgr.

## AN ORDINANCE 31945

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SMYKAL BUSINESS MACHINE CO. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION WITH CERTAIN APERTURE CARDS FOR A TOTAL OF \$1,306.76.

\* \* \* \* \*

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

1. The attached low qualified bid of Smykal Business Machine Company, dated November 22, 1963 to furnish the City of San Antonio, Department of Public Works, Engineering Division with certain aperture cards for \$1,306.76, less 2%-10 days, \$1,280.62 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-03-01, Code 3-21.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31946

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF GLOBE DEMOLITION COMPANY, C. K. MORRIS AND KELLY SALVAGE COMPANY FOR THE COMPLETE DEMOLITION OF CERTAIN PARCELS LOCATED IN SAN ANTONIO URBAN RENEWAL AGENCY'S CENTRAL WEST AREA, PROJECT I, TEX. R-39 FOR A NET TOTAL OF \$3,260.00.

\* \* \* \* \*

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

1. The attached low qualified bids as listed below, dated December 5, 1963 for the complete demolition of certain parcels located in San Antonio Renewal Agency's Central West Area, Project I, Texas R-39 for a total of \$3,260.00 is hereby accepted as follows:

Item #1	Globe Demolition	\$ 625.00
Item #2	C. K. Morris	350.00
Item #3	Kelly Salvage	1,340.00
Item #4	Kelly Salvage	<u>945.00</u>
		\$ 3,260.00

2. Payment to be made from General Fund 1-01, Urban Renewal Agency, Account No. 21-05-01, Object Code 2-97.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31947

APPROPRIATING THE SUM OF \$260.50 from fire STATION CONSTRUCTION BONDS NO. 479-04 AND AUTHORIZING PAYMENT TO THE CITY PUBLIC SERVICE BOARD FOR CERTAIN ELECTRICAL SERVICE AT NEW FIRE DEPARTMENT TRAINING SITE.

\* \* \* \* \*

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

1. The sum of \$260.50 is hereby appropriated out of Fire Station Construction Bonds (#479-04) for payment to the City Public Service Board for certain electrical service at the new Fire Department Training Site.
2. Payment is hereby authorized to be made from Fire Station Construction Bonds-Fund No. 479-04, Code 5-08 in the amount of \$260.50 to the City Public Service Board.
3. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31948

ACCEPTING THE HIGH BID OF CHARLES F. URSCHEL FOR TRACT 2, IN OLMOS BASIN FOR A GRAZING LEASE: AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE TO CHARLES F. URSCHEL, FOR GRAZING PURPOSES.

\* \* \* \* \*

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

1. The following high bid, submitted for the olmos Basin Grazing Lease, Tract 2, is hereby accepted:

Charles F. Urschel Tract 2 - 81 Acres - @\$1.75 per acre per year.  
2012 National Bank of Commerce Bldg.

2. The City Manager is hereby authorized to execute a lease with C. F. Urschel for a term of Two years at \$1.75 per acre per year.

3. Said Lease is attached hereto and made a part thereof.

4. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31949

ACCEPTING THE HIGH BID OF JACK SELLERS FOR TRACTS #4 AND #7 IN OLMOS BASIN FOR A GRAZING LEASE: AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE TO JACK SELLERS, FOR GRAZING PURPOSES.

\* \* \* \* \*

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

1. The Following high bid, submitted for the Olmos Grazing Lease, Tracts #4 and #7, is hereby accepted:

Jack Sellers Tracts #4 and #7 - 102.88 acres @ \$1.51 per  
490 Terry Court acre per year.

2. The City Manager is hereby authorized to execute a lease with Jack Sellers for a term of two years at \$1.51 per acre per year.

3. Said lease is attached hereto and made a part thereof.

4. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31950

ACCEPTING THE LOW BID OF D. F. \*(JACK) ORTS, GENERAL CONTRACTOR, INC. FOR CONSTRUCTION OF CITY FIRE DEPARTMENT PUMPER TEST PIT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFORE; APPROPRIATING THE SUM OF \$4,114.00 PAYABLE TO D. F. (JACK) ORTS, GENERAL CONTRACTOR, INC., APPROPRIATING THE SUM OF \$200.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; SUCH FUNDS TO BE PAYABLE OUT OF FIRE STATION BOND FUND, NO. 479-04.

\* \* \* \* \*

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

1. The attached low bid of D. F. (Jack ) Orts, General Contractor, Inc. in the amount of \$4,114.00 for construction of City Fire Department Pumper Test Pit is hereby accepted.

2. The City Manager is hereby authorized to execute the standard public works construction contract for the project stated in Paragraph 1 above.

3. The Contract is attached hereto and made a part hereof.

4. The following sums are hereby appropriated out of Fire Station Bond Fund, No. 479-04 in connection with the contract authorized in Paragraph 2 above:

a. \$,114.00 payable to D. F. (Jack) Orts, General Contractor, Inc. for construction of City Fire Department Pumper Test Pit.

b. \$200.00 as a Construction contingency Account on this project.

5. PASSED AND APPROVED this 12th day of December, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
M A Y O R

## AN ORDINANCE 31951

ACCEPTING THE LOW BID OF LOCHAUSEN FORMS & ACCESSORIES CO., FOR CONSTRUCTION OF LOS ARBOLES AREA SANITARY SEWER PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$27,599.50 PAYABLE TO LOCHAUSEN FORMS & ACCESSORIES CO., CONTRACTOR; the SUM OF \$500.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$300.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; ALL ABOVE SUMS PAYABLE OUT OF SANITARY SEWER IMPROVEMENT BOND FUND, ACCOUNT NO. 479-14, 1957 SERIES.

\* \* \* \* \*

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

1. The attached low bid of Lochausen Forms & Accessories Co., Contractor, in the amount of \$27,599.50 for construction of Los Arboles Area Sanitary Sewer Project, is hereby accepted.

2. The City Manager is hereby authorized to execute the standard public works construction contract for the project stated in Paragraph 1 above.

3. The contract is attached hereto and made a part hereof.

4. The following sums are hereby appropriated out of Sanitary Sewer Improvement Bond Funds, Account No. 479-14, 1957 series in connection with the contract authorized in Paragraph 2 above:

a. \$27,599.50 payable to Lochausen Forms and Accessories Co., Contractor for construction of Los Arboles Area Sanitary Sewer Project;

b. \$500.00 as a construction Contingency Account on this project; and

c. \$300.00 as a Miscellaneous Expenses Contingency Account on this project.

5. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31952

RELEASING A TEMPORARY STORM DRAINAGE EASEMENT.-----

\* \* \* \* \*

WHEREAS, under date of August 9, 1963 the Herbert Karren Building Company, Inc., a Texas corporation, by a duly executed storm drainage easement dedicated to the City of San Antonio a temporary right-of-way 50 feet in width for storm drainage purposes over, across and upon certain lands situated within the corporate limits of said City in the Wilson Simpson Survey No. 148, NCB 12050 as more fully described in said easement; and,

WHEREAS, said temporary drainage easement dedication provides among other things that the easement is to be come null and void at the time that the area in which said easement is located is subdivided replacing said easement with a storm and drainage right-of-way; and,

WHEREAS, the City Council under date of August 28, 1963 by Ordinance No. 31706 accepted said easement dedication for the purposes stated therein; and,

WHEREAS, the re-subdividing of Crown Hill Park Unit 7 will now adequately provide storm drainage for the area involved and it is desirable to release said temporary storm drainage easement; NOW, THEREFORE:

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

1. That the temporary storm drainage easement previously dedicated to the City of San Antonio by the Herbert Karren Building Company, Inc. situated in the Wilson Simpson Survey No. 148 NCB 12050 and recorded in Vol. 5011 at Page 511, Bexar County Deed Records, be and the same is hereby released and the City Manager is authorized to execute a quitclaim deed evidencing such release.

2. PASSED AND APPROVED THIS 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31953

ACCEPTING THE LOW BID OF WALLACE L. BOLDT, GENERAL CONTRACTOR, INC., FOR CONSTRUCTION OF ADDITION TO ADMINISTRATION BUILDING AT CITY ANIMAL SHELTER; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING the SUM OF \$3,793.00 PAYABLE TO WALLACE L. BOLDT, GENERAL CONTRACTOR, INC.; APPROPRIATING THE SUM OF \$800.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; APPROPRIATING THE SUM OF \$300.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; ALL SUCH FUNDS TO BE PAYABLE OUT OF GENERAL FUND SPECIAL PROJECT ACCOUNT NO. 30-01-01 TO GENERAL FUND SPECIAL PROJECT ACCOUNT NO. 10-03-13.

\* \* \* \* \*

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

1. The attached low bid of Wallace L. Boldt, General Contractor, Inc., for construction of Addition to Administration Building at City Animal Shelter is hereby accepted.

2. The City Manager is hereby authorized to execute the standard public works construction contract for the project stated in Paragraph 1 above.

3. The contract is attached hereto and made a part hereof.

4. The following sums are hereby appropriated out of General Fund Special Project Account No. 10-03-13 in connection with the contract authorized in Paragraph 2 above:

a. \$3,793.00 payable to Wallace L. Boldt, General Contractor, Inc., for construction of Addition to Administration Building at City Animal Shelter.

b. \$800.00 as a Construction Contingency Account.

c. \$300.00 as a Miscellaneous Expenses Contingency Account.

5. \$4,893.00 is directed to be transferred from Account No. 30-01-01 to General Fund Special Project Account No. 10-03-13.

6. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31954

ACCEPTING THE LOW BID OF R. L. BURNEY , CONTRACTOR, FOR CONSTRUCTION OF MASONRY ARCH FOOTBRIDGE AND APPROACHES IN THE SAN ANTONIO RIVER BETWEEN MARKET STREET AND ARNESON RIVER THEATRE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$27,748.00 PAYABLE TO R. L. BURNEY, CONTRACTOR; THE SUM OF \$1,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$950.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; ALL ABOVE SUMS PAYABLE OUT OF GENERAL FUND SPECIAL PROJECT ACCOUNT NO. 11-05-02; AND AUTHORIZING TRANSFER FROM ACCOUNT NO. 30-01-01 THE SUM OF \$17,698.00 TO GENERAL FUND SPECIAL PROJECT ACCOUNT NO. 11-05-02.

\*\* \* \* \* \*

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

1. The Attached low bid of R. L. Burney, Contractor, in the amount of \$27,748.00 for construction of Masonry Arch Footbridge and approaches on the San Antonio River between Market Street and Arneson River Theatre, is hereby accepted.

2. The City Manager is hereby authorized to execute the standard public works construction contract for the project stated in Paragraph 1 above.

3. The contract is attached hereto and made a part hereof.

4. The following sums are hereby appropriated out of General Fund Special Project Account No. 11-05-02 in connection with the contract authorized in Paragraph 2 above:

a. \$27,748.00 payable to R. L. Burney, Contractor for construction of Masonry Arch Footbridge and Approaches on the San Antonio River Between Market Street and Arneson River Theatre;

b. \$1,000.00 as a Construction Contingency Account on This Project; and

c. \$950.00 as a Miscellaneous Expenses Contingency Account on this project.

5. The Sum of \$17,698.00 from Account No. 30-01-01 is hereby transferred to General Fund Special Project Account No. 11-05-02.

6. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31955

AMENDING ORDINANCE 31846, PASSED AND APPROVED OCTOBER 24, 1963, THEREBY EXTENDING ON A WEEK TO WEEK BASIS THE AGREEMENT WITH ROBERT BRINKERHOFF FOR THE OPERATION OF ELECTRIC GOLF CARTS AT BRACKENRIDGE GOLF COURSE.

\* \* \* \* \*

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

1. This ordinance makes and manifests the extension of the agreement authorized by Ordinance 31846, dated October 24, 1963 with Robert Brinkerhoff for the operation of electric golf carts at Brackenridge Golf Course.

2. This extension shall be on a week to week basis and shall be effective from December 7, 1963, under the same terms and conditions as are contained in the aforementioned original agreement.

3. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31956

THIS ORDINANCE MAKES AND MANIFESTS THE EXTENSION FOR A PERIOD OF ONE (1) YEAR BEGINNING JANUARY 1, 1964, THE CONTRACT WITH MURRAY BROOKS, AND WILLIAM BOUBLE AS MANAGERS OF SAN ANTONIO MUNICIPAL GOLF COURSES.

\* \* \* \* \*

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

1. The contracts authorized by Ordinance #30039, dated December 27, 1961, for the management of the golf courses at Brackenridge Park and willow Springs are hereby extended for a period of one (1) year, beginning January 1, 1964, under the same terms and conditions as are now contained in the existing contracts with:

<u>Manager</u>	<u>Golf Course</u>
Murray Brooks	Brackenridge
William Bouble	Willow Springs

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31957

MANIFESTING A LICENSE AGREEMENT BETWEEN THE CITY AND A. F. BEYER TO OPERATE DINNER BARGES AND PEDAL BOATS ON THE SAN ANTONIO RIVER.

\* \* \* \* \*

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

1. This ordinance manifests an agreement whereby a license to operate dinner barges and pedal boats on the San Antonio River is granted to A. F. Beyer, d/b/a Casa Rio Mexican Food, hereinafter called "Licensee", upon the following terms and conditions:

- (a) Seven dinner barges may be operated by Licensee in conjunction with his restaurant operation on the river between the Aztec Theater at St. Mary's Street and the Granada Hotel. Each bargeshall be approximately 25 x 10 feet with a seating capacity for 22 persons.
- (b) Ten pedal boats may be operated for hire by Licensee on the river between the Aztec Theater on St. Mary's Street and the Granada Hotel.
- (c) Licensee shall pay to the City fees for operation of the aforementioned boats at the following rates:
  - (1) \$75.00 per year in advance for each barge, not to exceed seven, operated by Licensee.
  - (2) \$318.75 per calendar quarter in advance for the ten pedal boats to be operated by Licensee.
- (d) The term of this license shall be for the calendar year ending December 31, 1964, unless terminated at an earlier date.
- (e) This license agreement may be terminated in whole or in part by either party hereto by giving notice in writing to the other party, said notice to be effective at the end of 90 days. Any notices pursuant hereto to the City shall be addressed to the City Manager, City Hall, San Antonio, Texas, and to Licensee at the address shown below by the City Manager.
- (f) In the event this agreement is terminated pursuant to the preceding paragraph, the unearned portion of any applicable payments made by Licensee under Paragraph (c) above shall be refunded to him.
- (g) Licensee shall conduct his operation in a quiet and orderly manner and shall observe and comply with all laws and ordinances and regulations of the Parks Department affecting his business.
- (h) It is agreed and understood between the parties hereto that premises owned by the City are the subject of this contract and that, in the conduct of Licensee's operations thereon, discrimination on account of race or color, directly or indirectly, in admission of or service to customers on these premises is prohibited.

- (i) Licensee will not erect any improvements or structures in the area of this privilege, and no advertisements, decorations or displays will be placed thereon without the approval of the Director of Parks and Recreation.
- (j) Licensee shall hold the City Harmless against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatever arising out of Licensee's operations hereunder and shall provide public liability insurance protecting the City. A certificate of insurance, or other satisfactory evidence, shall be filed on or before January 1, 1964, with the City Clerk, showing the following (minimum) provisions:
- (1) It shall name the City of San Antonio as co-insured.
  - (2) The limits of liability shall be \$10,000 per person and \$100,000 per accident in case of bodily injuries; the limits in case of property damage shall be \$5,000.
  - (3) Notice to the City of Alteration or cancellation of said insurance shall be given to the City 30 days before the effective date thereof.

(k) Licensee shall pay all taxes, including personal property taxes, to the City before they become delinquent and failure to pay same shall be grounds for cancellation by the City of this privilege.

(l) Nothing herein shall operate in any manner to prevent the City of San Antonio from permitting displays, tournaments, amusements, or river parades for the benefit of the public on the San Antonio River.

(m) This contract is not assignable without the written consent of the City.

(n) This instrument constitutes the entire agreement, there being no other written or oral agreement.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31958

MAKING AND MANIFESTING A CONTRACT BETWEEN THE CITY AND A. F. BEYER, D/B/A CASA RIO MEXICAN FOODS, FOR USE OF A PORTION OF CITY-OWNED LAND ON THE SAN ANTONIO RIVER IN CONJUNCTION WITH A RESTAURANT OPERATION.

\* \* \* \* \*

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

1. This ordinance makes and manifests a contract between the City of San Antonio and Mr. A. F. Beyer, d/b/a Casa Rio Mexican Food, hereinafter called "Licensee", with the following terms and conditions:

a. The City grants Licensee the right and privilege of operating an outdoor dining area on the beautified section of the San Antonio River, on that portion of City-owned property in New City Block 159 consisting of approximately 2,718 square feet of useable space within the area more particularly described as follows:

BEGINNING; at a point on the river walk directly below the northwest corner of the commerce Street bridge;

THENCE; in a southeasterly direction along the retaining wall under the bridge, parallel to the west boundary of Lots 2 and 6 of New City Block 159, approximately 243 feet;

THENCE; at a 90° angle left in an easterly direction approximately 24 feet to the west bank of the San Antonio River;

THENCE; left in a northwesterly direction along the river bank approximately 237 feet to the north edge of the Commerce Street bridge;

THENCE; left in westerly direction approximately 27 feet to the point of BEGINNING.

b. The term of this license is for a one-year period, commencing January 1, 1964, and ending December 31, 1964. The right is expressly reserved to the City, acting through the City Council, to terminate this grant when deemed inconsistent with the public use of the property of the City, or when the same may become a nuisance.

c. Licensee shall conduct his operation in a quiet and orderly manner and shall observe and comply with all laws and ordinances and regulations of the Parks Department affecting his business.

d. It is agreed and understood between the parties hereto that premises owned by the City are the subject of this contract and that, in the conduct of Licensee's operations thereon, discrimination on account of race or color, directly or indirectly, in admission of or service to customers on these premises is prohibited.

e. Licensee shall be responsible for maintaining the River Walk and the City-owned property on both sides of the San Antonio River, between Commerce and Market Streets, including area under Commerce Street bridge and the area under the west end of Market Street bridge, except City-owned property between west boundary of Lot 7 to the river bank and west end of Market Street bridge. In consideration of this maintenance work to be performed by the Licensee, a

credit of \$536.00 is allowed by the City.

f. Licensee will not erect any improvements or structures in the area of this privilege, and no advertisements, decorations or displays will be placed thereon without the written approval of the Director of Parks and Recreation.

g. Licensee shall at all times maintain, free from obstructions, a walkway at least five feet in width from the point of entry and along the portion of the river bank used by him for the use of persons desiring to walk along the river.

h. Licensee shall hold the City Harmless against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatever growing out of Licensee's use of public property under this grant and shall provide public liability insurance protecting the City. A certificate of insurance, or other satisfactory evidence, shall be filed on or before January 1, 1964, with the City Clerk, showing the following (minimum) provisions:

- (1) It shall name the City of San Antonio as co-insured.
- (2) The limits of liability shall be \$10,000 per person and \$100,000 per accident in case of bodily injuries; the limits in case of property damage shall be \$5,000.
- (3) Notice to the City of cancellation of said insurance shall be provided for by the insurance agency.

i. Licensee shall pay all taxes, including personal property taxes, to the City before they become delinquent and failure to pay same shall be grounds for cancellation by the City of this privilege.

j. Nothing herein shall operate in any manner to prevent the City of San Antonio from permitting displays, tournaments, amusements, or river parades for the benefit of the public on the San Antonio River.

k. Licensee shall pay the City fifty cents (50¢) per square foot annually for the 2,718 square feet, or \$1,359.00, less the \$536.00 credit, which amounts to \$823.00, and this amount is payable in advance.

1. This contract is not assignable without the written consent of the City.

m. This instrument constitutes the entire agreement, there being no other written or oral agreement.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31959

AMENDING CHAPTER 21, CODE OF ORDINANCES TITLED MARKETS THEREBY DELETING THE NAMES "PRESIDIO PLAZA" and "WASHINGTON SQUARE" AND SUBSTITUTING THEREFOR THE NAMES " HAY PLAZA" AND "FARMER'S MARKET."

\* \* \* \* \*

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

1. Chapter 21, Code of Ordinance entitled "Markets", be and the same is hereby amended by deleting the names "Presidio Plaza" and "Washington Square" and substituting therefor the names "Hay Plaza" and "Farmer's".

2. Section 21-13, Code of Ordinances entitled Boundaries be and the same is hereby amended to read as follows:

Sec. 21-13. Boundaries.

(a) Hay Plaza. The term "Hay Plaza" as used herein, refers to all of that property owned by the City bounded on the north by West Commerce Street, on the east by San Saba Street, on the south by Produce Row., and on the west by the Expressway east boundary line.

(b) Farmers' Market. The term "Farmers' Market" as used herein, refers to all of that property owned by the City bounded on the north by West Commerce Street, on the east by an alley running north and south between Produce Row and West Commerce Street, the alley being approximately 420 feet east of San Saba Street, on the South by Produce Row, and bounded on the west by San Saba Street.

3. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31960

## AN ORDINANCE 31960

AMENDING CHAPTER 21 of the CITY CODE BY ADDING THERETO SECTION 21-13.1 THEREBY LIMITING PARKING TO ONE HOUR WITHIN THE FARMERS MARKET AND THE HAY PLAZA, and PROVIDING A FINE NOT TO EXCEED \$200.00 FOR VIOLATIONS THEREOF.

\* \* \* \* \*

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

1. Chapter 21 of the City Code is hereby amended by adding thereto Section 21-13.1 as follows:

Sec. 21-13.1 Parking time limit.

No person shall park a vehicle for longer than one hour at any time within the confines of either the Farmers Market or the Hay Plaza.

2. Any violation of this ordinance shall be punished by a fine not to exceed \$200.00. 0

3. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31961

MANIFESTING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY AND THE PAN AMERICAN OPTIMIST CLUB FOR THE USE OF CERTAIN LAND IN AND NEAR ELMENDORF PARK FOR LITTLE LEAGUE BASEBALL PURPOSES; AND MAKING AND MANIFESTING AN ADDITIONAL AGREEMENT BETWEEN SAID PARTIES PERTAINING TO NON-DISCRIMINATORY PRACTICES BY THE LICENSEE, PAN AMERICAN OPTIMIST CLUB.

\* \* \* \* \*

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

1. This ordinance makes and manifests the extension for the additional period of one year, ending December 31, 1964, an agreement made pursuant to Ordinance No. 30813, between the City of San Antonio and the Pan American Optimist Club, for the use of certain land in and near Elmendorf Park for Little League Baseball purposes. All terms and conditions of such agreement manifested by Ordinance No. 30813 shall be in effect during said additional term.

2. This ordinance makes and manifests an additional agreement between the City of San Antonio and the Pan American Optimist Club upon the following terms and conditions:

a. It is agreed and understood between the parties hereto that premises owned by the City are the subject of this contract and that, in the conduct of Licensee's operations thereon, discrimination on account of race or color, directly or indirectly, in admission of or service to customers on these premises is prohibited.

b. This additional agreement shall be in effect for all such period as the agreement mentioned in Paragraph 1 is in effect.

3. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31962

MANIFESTING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY AND THE LOMA PARK LITTLE LEAGUE, INC., FOR THE USE OF A PORTION OF LOMA PARK PROPERTY FOR LITTLE LEAGUE BASEBALL PURPOSES FOR AN ADDITIONAL YEAR; AND MAKING AND MANIFESTING AN ADDITIONAL AGREEMENT BETWEEN SAID PARTIES PERTAINING TO NON-DISCRIMINATORY PRACTICES BY THE LICENSEE, LOMA PARK LITTLE LEAGUE, INC.

\* \* \* \* \*

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

1. This ordinance makes and manifests the extension for the additional period of one year, ending December 31, 1964, between the City of San Antonio and Loma Park Little League, Inc., for the use of a portion of Loma Park property for Little League Baseball purposes. All terms and conditions of such agreement, manifested by Ordinance #30010, shall be in effect during said additional term.

2. This ordinance makes and manifests an additional agreement between the City of San Antonio and the Loma Park Little league, Inc., upon the following terms and conditions:

a. It is agreed and understood between the parties hereto that premises owned by the City are the subject of this contract and that, in the conduct of Licensee's operations thereon, discrimination on account of race or color, directly or indirectly, in admission of or service to customers on these premises is prohibited.

b. This additional agreement shall be in effect for all such period as the agreement

dated December 13, 1961, mentioned in Paragraph 1, is in effect.

3. PASSED AND APPROVED this 12th day of December, 1961.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

*amended  
11/24/65  
ord 33893*

AN ORDINANCE 31963

AUTHORIZING EXECUTION OF A LEASE OF A BUILDING AT INTERNATIONAL AIRPORT TO EASTERN AIR LINES, INC.

\* \* \* \* \*

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

1. The City Manager is authorized to execute a lease of Building 57 at International Airport to Eastern Air lines, Inc. A copy of said lease is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31964

AMENDING ORDINANCE 31251 PROVIDING FOR CERTAIN LANDINGS FEES AT INTERNATIONAL AIRPORT TO EXCEPT THEREFROM "LOCAL LANDINGS.

\* \* \* \* \*

WHEREAS, it was intended that the landing fees prescribed by Ordinance 31251 should not apply to Local Landings at San Antonio International Airport and this exception was omitted therefrom; NOW, THEREFORE:

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

1. Paragraph 2 of Ordinance 31251 of April 10, 1963, is hereby corrected and amended by adding thereto the following provision:

"Such landing fees shall not apply to and shall not be collected on "Local Landings" at San Antonio International Airport. The term "Local Landing" shall be deemed to mean any air operation whereby the airplane take-off immediately prior thereto was made from said airport and such operation is made for maintenance or for training purposes.

2. This amendment is and shall be effective the 10th day of April, 1963.

3. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31965

AUTHORIZING CERTAIN CONSTRUCTION WORK ON TAXIWAY 9(L) AT INTERNATIONAL AIRPORT AND APPROPRIATING THE SUM OF \$4,526.00 OUT OF AIRPORT CONSTRUCTION BOND FUND, 8-03-06, PROJECT FAAP 9-41-080-6113 in PAYMENT THEREFOR.

\* \* \* \* \*

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

1. Certain construction work (shoulder overlay) on Taxiway 9 (L) at San Antonio International Airport, to be performed by City personnel is hereby authorized.

2. The sum of \$4,526. is hereby appropriated out of Airport Construction Bond Fund 8-03-06, Project FAAP 9-41-080-6113 therefor.

3. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann, City Clerk

AN ORDINANCE 31966

AUTHORIZING EXECUTION OF AN AMENDMENT TO A LEASE OF SPACE AT INTERNATIONAL AIRPORT TO REUBEN E. WEISS.

\* \* \* \* \*

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

1. The City Manager is authorized to execute an agreement amending a lease of space (Lease Area #8) at San Antonio International Airport to Reuben E. Weiss. A copy of said agreement is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AMENDMENT TO LEASE NO. 8 - - - - -INTERNATIONAL AIRPORT

This agreement, entered into by and between the City of San Antonio, a Texas municipal corporation acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 31966 (hereinafter called "Lessor"), and Reuben E. Weiss, doing business as a sole proprietorship (hereinafter called "Lessee"), witnesses:

In consideration of the obligations assumed by each party herein the lease contract (lease #8) dated May 23, 1962, executed pursuant to Ordinance 30362, and extended and amended pursuant to Ordinance 31229 of March 27, 1963, is hereby amended as follows:

1.

Paragraph 2, Page 1, is amended by extending the term until March 31, 1964.

2.

Paragraph 3A, Page 1, is amended to read as follows:

"A. The sum of \$0.50 per square foot per year for 5,990 square feet in Hanger # 8."

The amount of the monthly payment in the last sentence on Page 1 shall be altered to read: \$305.58.

3.

Paragraph 7B, MAINTENANCE, Page 6, shall be amended as follows:

"Lessor shall maintain the roof, exterior walls and Major structural members of Hangar #8, and the utilities except for stoppages of sewer service lines; Provided that damage caused by Lessee, his agents or employees is not included and Lessee shall maintain any utility lines or wiring, that have been or may be installed by Lessee, all furniture, fixtures & Equipment whether owned by Lessor or lessee, the interior of said hangar and the premises outside of said hangar.

4.

The following provision is added thereto:

"Immediately after the effective date hereof, Lessor shall proceed to repair the roof of Hangar 8. Lessee shall pay the sum of \$220 to Lessor as Lessee's share of such expense within five days of completion of such repairs."

5.

The provisions of this amendment shall be effective the 1st day of January, 1964.

Executed in duplicate originals this 12th day of December, 1963.

CITY OF SAN ANTONIO

BY: David A. Harner  
Assistant City Manager

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31967

AUTHORIZING EXECUTION OF RELEASE OF CERTAIN BROADWAY CURBING ASSESSMENT LIENS.

\* \* \* \* \*

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

1. The City Manager is authorized to execute a release(or releases) of lien on Lots 1 and 2, NCB 11880, for assessments levied by Ordinance 26978 as amended by Ordinance 28204 for the Broadway Curbing Project.

2. PASSED AND APPROVED this 12th day of December, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
M A Y O R

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of San Antonio, a Texas municipal corporation, levied a curbing assessment lien against certain property having frontage on Broadway in said City, being more particularly described as follows:

Lots 1 and 2, NCB 11880, in the City of San Antonio, Bexar County, Texas;

WHEREAS, said assessment was for construction of curbing improvements and the lien was levied by Ordinance 26978 on October 2, 1958, as amended by Ordinance 28204 on December 30, 1959, in the principal amount of \$100.00 each on Lot #1 and Lot #2, in NCB 11880, San Antonio by said ordinance as amended, and that the aforementioned lien is reocrded in Vol. 4402, Pages 198 - 206, and Vol. 4212, Pages 142-160, of the Deed of Trust Records of Bexar County, Texas; and,

WHEREAS, payment(s) of principal and of interest from Jan. 1, 1960, has been made in full to the City of San Antonio;

NOW, THEREFORE, in consideration of the aforesaid payment(s), the receipt of which is hereby acknowledged, the City of San Antonio, acting by and through Gerald C. Henchel, Jr., its Assistant City Manager, pursuant to Ordinance adopted the 12th day of December, 1963, does hereby release and discharge the curbing assessment lien levied by the aforementioned Ordinance 26978 as amended against Lots 1 and 2, NCB 11880, San Antonio, Bexar County, Texas, and no other.

EXECUTED this 12th day of December, 1963.

CITY OF SAN ANTONIO

BY: /s/ Gerald C. Henchel, Jr.  
Assistant City Manager

Project: Leon Creek Sewer  
Outfall Line  
Parcel: E-568

AN ORDINANCE 31968

APPROPRIATING \$2,000.00 OUT OF SEWER REVENUE FUND #204-02, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF MARY L. LEECH, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF W. O. LEECH, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE NO. C-9, COUNTY CIVIL COURT AT LAW OF BEXAR COUNTY, TEXAS, FOR A PERMANENT SEWER LINE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT ACROSS, UNDER, AND UPON DEFENDANTS PROPERTY IN BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

1. The sum of \$2,000.00 is hereby appropriated out of Sewer Revenue Fund #204-02, payable to the County Clerk of Bexar County, subject to the order of Mary L. Leech, individually and as Independent Executrix of the Estate of W. O. Leech, as their interests may appear, said amount being the award of Special Commissioners in Condemnation Cause No. C-9, County Civil Court at Law of Bexar County, Texas, for a permanent Sewer line easement and a temporary construction easement across, under, and upon Defendant's property in Bexar County, Texas.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

Project: Leon Creek Sewer  
Outfall Line  
PARCEL: E-552

AN ORDINANCE #31969

APPROPRIATING \$1,200.00 OUT OF SEWER REVENUE FUND #204-02, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF AURORA GOMEZ YAMAGUCHI AND HUSBAND, FRED YAMAGUCHI, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-6, COUNTY CIVIL COURT AT LAW OF BEXAR COUNTY, TEXAS, FOR A PERMANENT SEWER LINE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT ACROSS, UNDER AND UPON DEFENDANT'S PROPERTY IN BEXAR COUNTY, TEXAS WHICH SUM INCLUDES DAMAGES TO GROWING CROP OF FLOWERS, ETC., ON SUCH EASEMENT RIGHT OF WAY.

\* \* \* \* \*

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

1. The sum of \$1,200.00 is hereby appropriated out of Sewer Revenue Fund #204-02, payable to the County Clerk of Bexar County, subject to the order of Aurora Gomez Yamaguchi

and husband, Fred Yamaguchi, as their interests may appear, said amount being the Award of Special Commissioners in Condemnation Cause #c-6, County Civil Court at Law of Bexar County, Texas, for a permanent sewer line easement and a temporary construction easement across, under and upon Defendant's property in Bexar County, Texas which sum includes damages to growing crop of flowers, etc. on such easement right of way.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

Project: Leon Creek Sewer  
Outfall Line  
Parcels: E-545 & E-547

AN ORDINANCE 31970

APPROPRIATING \$430.00 OUT OF SEWER REVENUE FUND #204-02, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF C. R. STEVENS AND WIFE, GOLDY STEVENS AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #c-10, COUNTY CIVIL COURT AT LAW OF BEXAR COUNTY, TEXAS, FOR TWO PERMANENT SEWER LINE EASEMENTS AND ADJOINING TEMPORARY CONSTRUCTION EASEMENTS ACROSS, UNDER AND UPON DEFENDANT'S PROPERTY IN BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

1. The sum of \$430.00 is hereby appropriated out of Sewer Revenue Fund #204-02, payable to the County Clerk of Bexar County, subject to the order of C. R. Stevens and wife, Goldy Stevens as their interests may appear, said amount being the Award of Special Commissioners in Condemnation Cause #C-10, County Civil Court at and adjoining temporary construction easements across, under and upon Defendant's property in Bexar County, Texas.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

Project: Leon Creek  
Sewer Outfall  
Line  
Parcel: E-502

AN ORDINANCE 31971

APPROPRIATING \$2,400.00 OUT OF SEWER REVENUE FUND #204-02, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF LOTTIE WALSH MAHLA, A FEME SOLE, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-5, COUNTY CIVIL COURT AT LAW OF BEXAR COUNTY, TEXAS FOR A PERMANENT SEWER LINE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT ACROSS, UNDER AND UPON DEFENDANT'S PROPERTY IN BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

1. The sum of \$2,400.00 is hereby appropriated out of Sewer Revenue Fund #204-02, payable to the County Clerk of Bexar County, subject to the order of Lottie Walsh Mahla, a feme sole, said amount being the Award of Special Commissioners in condemnation cause #c-5, County Civil Court at Law of Bexar County, Texas for a permanent sewer line easement and a temporary construction easement across, under and upon Defendant's property.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31972

APPROPRIATING \$953.00 OUT OF SEWER REVENUE FUND #204-02, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, REPRESENTING FEES OF SPECIAL COMMISSIONERS AND ALL COURT COSTS TO DATE IN CONDEMNATION CASES NO. C-5, C-6, C-9 AND C-10, IN THE COUNTY CIVIL COURT AT LAW OF BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

1. The sum of \$953.00 is hereby appropriated out of Sewer Revenue Fund #204-02, payable to the County Clerk of Bexar County, Texas, representing fees of Special Commissioners and all Court costs to date in Condemnation Cases No. C-5, City of San Antonio vs. Lottie Walsh Mahla, \$238.10; Case No. C-6, City of San Antonio vs. Aurora Gomez Yamaguchi, et vir, \$240.35; Case No. C-9, City of San Antonio vs. Mary L. Leech, \$234.45; and Case No. C-10, City of San Antonio vs. C. R. Stevens, et us, \$240.10, being in the total sum of \$953.00, and all cases in the County Civil Court at Law of Bexar County, Texas.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31973

AUTHORIZING THE CITY MANAGER TO EXECUTE, AND THE CITY CLERK TO ATTEST A CORRECTION DEED CONCERNING PROPERTY PREVIOUSLY CONVEYED TO PARKWAY IMPROVEMENTS, INC.

\* \* \* \* \*

WHEREAS, by deed dated June 9, 1961, the County, the City and the Harlandale Independent School District joined to convey to Parkway Improvements, Inc., their interest in certain properties which the Harlandale Independent School District had bid in at the Sheriff sale thereof; and,

WHEREAS, Lots 13 and 14, Block 2, New City Block 7892 were inadvertently admitted from the conveyance portion of the deed; and,

WHEREAS, the City has been paid the full consideration for the above mentioned Lots 13 and 14, Block 2, New City Block 7892; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute and the City Clerk is hereby authorized to attest a Correction Deed concerning property previously conveyed to Parkway Improvements, Inc. by the County, the City and the Harlandale Independent School District.

2. Said Correction Deed is made a part hereof by reference and incorporated herein for all things.

3. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

CORRECTION DEED

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, by virtue of a certain Order of Sale issued out of the District Court of Bexar County, Texas, for the 150th Judicial District, in favor of HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, on behalf of itself, as Plaintiff, and CITY of SAN ANTONIO, and STATE OF TEXAS and COUNTY OF BEXAR, and all political subdivisions whose taxes are collected by the Bexar County Tax Collector, as Intervenor, and against ERVIN STEPHENS and wife, LOLA STEPHENS, whose residence is unknown, and if deceased, the unknown heirs of ERVIN STEPHENS and wife, LOLA STEPHENS, AND the unknown owners and any and all other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in and/or lien upon the hereinafter described property, as Defendants, or a certain Judgment and Decree of Sale, rendered in Cause No. C-12881, on the 31st day of August, 1960, and directed and delivered to OWEN W. KILDAY, Sheriff of Bexar County, Texas, commanding him to levy upon, seize, and sell the following described property, to-wit:

Lots 7 and 8, Block 2, New City Block 7,892, CALIFORNIA GARDENS, in the City of San Antonio, Bexar County, Texas.

to satisfy said Judgment, the same being for taxes, penalties, interest, and costs due on the above described real property, together with interest thereon at the rate of 6% per annum; OWEN W. KILDAY, Sheriff, as aforesaid, did levy upon and advertise said premises as described in said Order of Sale, by giving said premises as described in said Order of Sale, by giving public notice of the time and place of sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale in the COMMERCIAL RECORDER, a newspaper published in the County of Bexar; and on the first Tuesday in November, 1960, within the hours prescribed by law, sold said hereinabove described lots and land at public vendue, in the County of Bexar, at the Courthouse door thereof, at which sale the premises herein above described were struck off to HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, the title to said hereinabove described property to be held by the HARLANDALE INDEPENDENT SCHOOL DISTRICT

of Bexar County, Texas, for the use and benefit of itself and all other taxing units which are parties to the above mentioned suit, and which have been adjudged in said suit for the sum of ONE HUNDRED NINETY NINE AND 58/100 DOLLARS (\$199.58), said bid being for an equal or greater sum than the adjudged fair value of such property, or equal, or greater than the taxes, interest, penalty and costs due upon such property, it being the highest bidder therefor, and that being the highest bid for same.

THAT, WHEREAS, by virtue of a certain Order of Sale issued out of the District Court, Bexar County, Texas, for the 37th Judicial District, in favor of HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, on behalf of itself, as Plaintiff, and CITY OF SAN ANTONIO, and STATE OF TEXAS and COUNTY OF BEXAR, and all political subdivisions whose taxes are collected by the Bexar County Tax Collector, as Intervenor, and against JOHN H. BLAKENEY, whose residence is unknown, and if deceased, the unknown heirs of JOHN H. BLAKENEY, and the unknown owners and any and all other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in and/or lien upon the hereinafter described property, as Defendant, on a certain Judgment and Decree of sale, rendered in Cause No. C-12882, on the 31st day of August 1960, and directed and delivered to OWEN W. KILDAY, Sheriff of Bexar County, Texas, commanding him to levy upon, seize and sell the following described property, to-wit:

Lots 13 and 14, Block 2, New City Block 7, 892, CALIFORNIA GARDENS, in the City of San Antonio, Bexar County, Texas.

to satisfy said Judgment, the same being for taxes, penalties, interest and costs due on the above described real property, together with interest thereon at the rate of 6% per annum; OWEN W. KILDAY, Sheriff, as aforesaid, did levy upon and advertise said premises as described in said Order of Sale, by giving public notice of the time and place of sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale in the COMMERCIAL RECORDER, a newspaper published in the County of Bexar; and on the first Tuesday in November, 1960, within the hours prescribed by law, sold said hereinabove described lots and land at public vendue, in the County of Bexar, at the Courthouse door thereof, at which sale the premises hereinabove described were struck off to HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, the title to said hereinabove described property to be held by the HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, for the use and benefit of itself, and all other taxing units which are parties to the above mentioned suit, and which have been adjudged in said suit to have tax liens against such hereinabove described property, for the sum of THREE HUNDRED SIXTY-EIGHT AND 23/100 DOLLARS (\$368.23), said bid being for an equal or greater sum than the adjudged value of such property, or equal, or greater than the taxes, interest, penalty and costs due upon said property, it being the highest bidder therefor, and that being the highest bid for same.

THAT WHEREAS, by virtue of a certain Order of Sale issued out of the District Court of Bexar County, Texas, for the 57th Judicial District, in favor of HARLANDALE INDEPENDENT SCHOOL DISTRICT, of Bexar County, Texas, on behalf of itself, as Plaintiff, and CITY OF SAN ANTONIO, and STATE OF TEXAS and COUNTY OF BEXAR, and all political subdivisions whose taxes are collected by the Bexar County Tax Collector, as Intervenor, and against SOPHIA PORTER, whose residence is unknown, and if married her husband, and if deceased her unknown heirs, and the unknown heirs of her husband, if any, and the unknown owners and any and all other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in and/or lien upon the hereinafter described property, as Defendant, on a certain Judgment and Decree of Sale, rendered in Cause No. C-12854, on the 12th day of October, 1960, and directed and delivered to OWEN W. KILDAY, Sheriff of Bexar County, Texas, commanding him to levy upon, seize and sell the following described property, to-wit:

Lot 13, Block 66, New City Block 7,048, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas.

to satisfy said Judgment, the same being for taxes, interest, penalties, and costs due on the above described real property, together with interest thereon at the rate of 6% per annum; OWEN W. KILDAY, Sheriff as aforesaid, did levy upon and advertise said premises as described in said Order of Sale, by giving public notice of the time and place of sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale in the COMMERCIAL RECORDER, a newspaper published in the County of Bexar; and on the first Tuesday in December, 1960, within the hours prescribed by law, sold said hereinabove described lot and land at public vendue in the County of Bexar, at the Courthouse door thereof, at which sale the premises hereinabove described were struck off to HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, the title to said hereinabove described property to be held by the HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, for the use and benefit of itself and all other taxing units which are parties to the above mentioned suits, and which have been adjudged in said suit to have tax liens against such hereinabove described property, for the sum of TWO HUNDRED TWENTY NINE AND 23/100 DOLLARS (\$229.23), said bid being for an equal or greater sum than the adjudged fair value of such property, or equal, or greater than the Taxes, interest, penalty and costs due upon such property, it being the highest bidder therefor, and that being the highest bid for same.

THAT, WHEREAS, by virtue of a certain Order of Sale issued out of the District Court of Bexar County, Texas, for the 57th Judicial District, in favor of HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, on behalf of itself, as Plaintiff, and CITY OF SAN ANTONIO, and STATE OF TEXAS and COUNTY OF BEXAR, and all political subdivisions whose taxes are collected by the Bexar County Tax Collector, as Intervenor, and against CHARLES CASEY, whose residence is unknown, and if deceased the unknown heirs of CHARLES CASEY, and the unknown owners, and any and all other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in and/or lien upon the hereinafter described property, as Defendant, on a certain Judgment and Decree of Sale, rendered in Cause No. C-12764, on the 9th day of May, 1960, and directed and delivered to OWEN W. KILDAY, Sheriff of Bexar County, Texas, commanding him to levy upon, seize and sell the following described property, to-wit:

Lots 13 and 14, Block 48, New City Block 7,967, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas.

to satisfy said Judgment, the same being for taxes, interest, penalties, and costs due on the above described real property, together with interest thereon at the rate of 6% per annum, OWEN W. KILDAY, Sheriff as aforesaid, did levy upon and advertise said premises as described in said Order of Sale, by giving public notice of the time and place of sale by and advertisement

in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale in the Commercial Recorder, a newspaper published in the County of Bexar; and on the first Tuesday in July, 1960, within the hours prescribed by law, sold said hereinabove described lots and land at public vendue in the County of Bexar, at the Courthouse door thereof, at which sale the premises hereinabove described were struck off to HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, the title to said hereinabove described property to be held by the HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, for the use and benefit of itself and all other taxing units which are parties to the above mentioned suit, and which have been adjudged in said suit to have tax liens against such hereinabove described property, for the sum of FOUR HUNDRED TWENTY SIX AND 49/100 DOLLARS (\$426.49), said bid being for an equal or greater sum than the adjudged fair value of such property, or equal, or greater than the taxes, interest, penalty and costs due upon such property, it being the highest bidder therefor, and that being the highest bid for same.

THAT, WHEREAS, BY virtue of a certain Order of Sale issued out of the District Court of Bexar County, Texas, for the 150th Judicial District, in favor of HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, on behalf of itself, as Plaintiff, and CITY OF SAN ANTONIO, and STATE OF TEXAS and COUNTY OF BEXAR, and all political subdivisions whose taxes are collected by the Bexar County Tax Collector, as Intervenor, and against SARAH E. GLANEY, whose residence is unknown, and if married her husband, if any, and the unknown owners and any and all other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in and/or lien upon the hereinafter described property, as Defendant, on a certain Judgment and Decree of Sale, rendered in Cause No. C-12785, on the 9th day of June, 1960, and directed and delivered to OWEN W. KILDAY, Sheriff of Bexar County, Texas, commanding him to levy upon, seize and sell the following described property, to-wit:

Lots 1 and 2, Block 51, New City Block 8,004, COLUMBIA HEIGHTS, in the  
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

to satisfy said Judgment, the same being for taxes, interest, penalties, and costs due on the above described real property, together with interest thereon at the rate of 6% per annum; OWEN W. KILDAY, Sheriff as aforesaid, did levy upon and advertise said premises as described in said Order of Sale, by giving public notice of the time and place of sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale in the COMMERCIAL RECORDER, a newspaper published in the County of Bexar; and on the first Tuesday in August, 1960, within the hours prescribed by law, sold said hereinabove described lots and land at public vendue in the County of Bexar, at the Courthouse door thereof, at which sale the premises hereinabove described were struck off to HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, the title to said hereinabove described property to be held by the HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, for the use and benefit of itself and all other taxing units which are parties to the above mentioned suit, and which have been adjudged in said suit to have tax liens against such hereinabove described property, for the sum of THREE HUNDRED FIFTY AND 71/100 DOLLARS (\$350.71), said bid being for an equal or greater sum than the adjudged fair value of such property, or equal, or greater than the taxes, interest, penalty and costs due upon said property, it being the highest bidder therefor, and that being the highest bid for same.

THAT, WHEREAS, by virtue of a certain Order of Sale issued out of the District Court of Bexar County, Texas, for the 57th Judicial District, in Favor of Harlandale Independent School District of Bexar County, Texas, on behalf of itself, as Plaintiff, and CITY OF SAN ANTONIO, and STATE OF TEXAS and COUNTY OF BEXAR, and all political subdivisions whose taxes are collected by the Bexar County Tax Collector, as Intervenor, and against JULIA DORSEY, whose residence is unknown, and if married her husband, and if deceased her unknown heirs, and the unknown heirs of her husband, if any, and the unknown owners and any and all other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in and/or lien upon the hereinafter described property, as Defendant, on a certain Judgment and Decree of sale, rendered in Cause No. C-12782, on the 9th day of June, 1960, and directed and delivered to OWEN W. KILDAY, Sheriff of Bexar County, Texas, commanding him to levy upon, seize and sell the following described property, to-wit:

Lot 2, Block 41, New City Block 8005, COLUMBIA HEIGHTS, in the City of  
San Antonio, Bexar County, Texas,

to satisfy said Judgment, the same being for taxes, penalties, interest and costs due on the above described real property together with interest thereon at rate of 6% per annum; OWEN W. KILDAY, Sheriff, as aforesaid, did levy upon and advertise said premises as described in said Order of Sale, by giving public notice of the time and place of sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the date of sale in the COMMERCIAL RECORDER, a newspaper published in the County of Bexar; and on the first Tuesday in August, 1960, within the hours prescribed by law, sold said hereinabove described lot and land at public vendue, in the County of Bexar, at the Courthouse door thereof, at which sale the premises hereinabove described were struck off to HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, the title to said hereinabove described property to be held by the HARLANDALE INDEPENDENT SCHOOL DISTRICT OF Bexar County, Texas, for the use and benefit of itself and all other taxing units which are parties to the above mentioned suit, and which have been adjudged in said suit to have tax liens against such hereinabove described property, for the sum of TWO HUNDRED THIRTY NINE AND 58/100 DOLLARS (\$239.58), said bid being for an equal or greater sum than the adjudged fair value of such property, or equal, or greater than the taxes, interest, penalty and costs due upon such property, it being the highest bidder therefor, and that being the highest bid for same.

THAT, WHEREAS, by virtue of a certain Order of Sale issued out of the District Court of Bexar County, Texas, for the 73rd Judicial District, in favor of HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, on behalf of itself, as Plaintiff, and the CITY OF SAN ANTONIO, Bexar County and State of Texas, and all political subdivisions whose taxes are collected by the Bexar County Tax Collector, as Intervenor, and against ULYSSESS J. BANKS, whose residence is unknown, and if deceased, the unknown heirs of ULYSSESS J. BANKS, and the unknown owners and any all other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in and/or lien upon the hereinafter described property, as Defendants, on a certain Judgment and Decree of Sale, rendered in Cause No. C--12783, on the 9th day of June, 1960, and directed and delivered to OWEN W. KILDAY, Sheriff of Bexar County, Texas, commanding him to levy upon, seize, and sell the following described property, to-wit:

Lot 1, Block 41, New City Block 8005, COLUMBIA HEIGHTS, in the City of San Antonio, Texas.

to satisfy said Judgment, the sum being for taxes, penalties, interest, and costs due on the above described real property, together with interest thereon at the rate of 6% per annum; OWEN W. KILDAY, Sheriff, as aforesaid, did levy upon and advertise said premises as described in said Order of Sale, by giving public notice of the time and place of sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale in the COMMERCIAL RECORDER, a newspaper published in the County of Bexar; and on the first Tuesday in August, 1960, within the hours prescribed by law, sold said hereinabove described lots and land at public vendue, in the County of Bexar, at the Courthouse door thereof, at which sale the premises hereinabove described were struck off to HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, the title to said hereinabove described property to be held by the HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, for the use and benefit of itself and all other taxing units which are parties to the above mentioned suit, and which have been adjudged in said suit to have tax liens against such hereinabove described property, for the sum of TWO HUNDRED NINETY FOUR AND 90/100 DOLLARS (\$294.90) said bid being for an equal or greater sum than the adjudged fair value of such property, or equal, or greater than the taxes, interest, penalty and costs due upon such property, it being the highest bidder therefor, and that being the highest bid for same.

THAT, WHEREAS, by virtue of a certain Order of Sale issued out of the District Court of Bexar County, Texas, for the 57th Judicial District, in favor of HARLANDALE INDEPENDENT SCHOOL DISTRICT OF Bexar County, Texas, on behalf of itself, as Plaintiff, and CITY OF SAN ANTONIO and STATE OF TEXAS and COUNTY OF BEXAR, and all political subdivisions whose taxes are collected by the Bexar County Tax Collector, as Intervenor, and against ESAU BURGESS, whose residence is unknown, and if deceased, the unknown heirs of ESAU BURGESS, and the unknown owners and any other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in and/or lien upon the hereinafter described property, as Defendants, or a certain Judgment and Decree of Sale, rendered in Cause No. C-12770, on the 9th day of May 1960, and directed and delivered to OWEN W. KILDAY, Sheriff of Bexar County, Texas, commanding him to levy upon, seize and sell the following described property, to-wit:

Lot 18, Block 43, New City Block 8027, COLUMBIA HEIGHTS, IN the City of San Antonio, Bexar County, Texas,

to satisfy said Judgment, the same being for taxes, penalties, interest and costs due on the above described real property, together with interest thereon at the rate of 6% per annum, OWEN W. KILDAY, Sheriff, as aforesaid, did levy upon and advertise said premises as described in said Order of Sale, by giving public notice of the time and place of sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale in the COMMERCIAL RECORDER, a newspaper published in the County of Bexar; and on the first Tuesday in May, 1960, within the hours prescribed by law, sold said hereinabove described lot and land at public vendue, in the County of Bexar, at the Courthouse door thereof, at which sale the premises hereinabove described were struck off to HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, the title to said hereinabove described property to be held by the HARLANDALE INDEPENDENT SCHOOL DISTRICT OF Bexar County, Texas, for the use and benefit of itself and all other taxing units which are parties to the above mentioned suit, and which have been adjudged in said suit to have tax liens against such hereinabove described property for the sum of TWO HUNDRED TWENTY SEVEN AND 20/100 DOLLARS (\$227.20) said being for an equal or greater sum than the adjudged fair value of such property, or equal, or greater than the taxes, interest, penalty and costs due upon such property, it being the highest bidder therefor, and that being the highest bid for same.

THAT, WHEREAS, by virtue of a certain Order of sale issued out of the District Court of Bexar County, Texas, for the 37th Judicial District, in favor of HARLANDALE INDEPENDENT SCHOOL DISTRICT OF Bexar County, Texas, on behalf of itself, as Plaintiff, and CITY OF SAN ANTONIO, AND STATE OF TEXAS and COUNTY OF BEXAR, and all political subdivisions whose taxes are collected by the Bexar County Tax Collector, as Intervenor, and against JAMES ARTHUR, whose residence is unknown, and if deceased, the unknown heirs of JAMES ARTHUR, and the unknown owners and any and all other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in and/or lien upon the hereinafter described property, as Defendants or a certain Judgment and Decree of Sale, rendered in Cause No. C-12786, on the 9th day of June, 1960, and directed and delivered to OWEN W. KILDAY, Sheriff of Bexar County, Texas, commanding him to levy upon, seize, and sell the following described property, to-wit:

Lots 1 and 2, Block 95, New City Block 8044, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas,

to satisfy said Judgment, the same being for taxes, penalties, interest, and costs due on the above described real property, together with interest thereon at the rate of 6% per annum; OWEN W. KILDAY, Sheriff, as aforesaid, did levy upon and advertise said premises as described in said Order of Sale, by giving public notice of the time and place of sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale in the COMMERCIAL RECORDER, a newspaper published in the County of Bexar; and on the first Tuesday in August, 1960, within the hours prescribed by law, sold said hereinabove described lots and land at public vendue, in the County of Bexar, at the Courthouse door thereof, at which sale the premises hereinabove described were struck off to HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, the title to said hereinabove described property to be held by the HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, for the use and benefit of itself and all other taxing units which are parties to the above mentioned suit, and which have been adjudged in said suit to have tax liens against such hereinabove described property, for the sum of THREE HUNDRED FIFTY SEVEN and 96/100 DOLLARS (\$357.96), said bid being for an equal or greater sum than the adjudged fair value of such property, or equal, or greater than the taxes, interest, penalty and costs due upon such property, it being the highest bidder therefor, and that being the highest bidder therefor, and that being the highest bid for same.

THAT, WHEREAS, by virtue of a certain Order of Sale issued out of the District Court of Bexar County, Texas, for the 37th Judicial District, in favor of HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, on behalf of itself, as Plaintiff, and CITY OF SAN ANTONIO, and STATE OF TEXAS and COUNTY OF BEXAR, and all political subdivisions whose taxes are collected by the Bexar County Tax Collector, as Intervenor, and against JOHN M. MORAN and

wife, ROSANNA MORAN, whose residence is unknown, and if deceased, the unknown heirs of JOHN M. MORAN and wife, ROSANNO MORAN, and the unknown owners and any and all other persons, including adverse claimants, owning or having or claiming any legal or equitable interest in and/or lien upon the hereinafter described property, as defendants, on a certain Judgment and Decree of Sale, rendered in Cause No. 12780, on the 9th day of June, 1960, and directed and delivered to OWEN W. KILDAY, Sheriff of Bexar County, Texas, commanding him to levy upon, seize and sell the following described property, to-wit:

Lots 19 and 20, Block 11, New City Block 8510, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas,

to satisfy said Judgment, the same being for taxes, penalties, interest and costs due on the above described real property, together with interest thereon at the rate of 6% per annum; OWEN W. KILDAY, Sheriff, as aforesaid, did levy upon and advertise said premises as described in said Order of sale, by giving public notice of the time and place of sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale in the COMMERCIAL RECORDER, a newspaper published in the County of Bexar; and on the first Tuesday in August, 1960, within the hours prescribed by law, sold said hereinabove described lots and land at public vendue, in the County of Bexar, at the Courthouse door thereof, at which sale the premises hereinabove described were struck off to HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, the title to said hereinabove described property to be held by the HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, for the use and benefit of itself and all other taxing units which are parties to the above mentioned suit, and which have been adjudged in said suit to have tax liens against such hereinabove described property, for the sum of THREE HUNDRED TWENTY SEVEN AND 64/100 DOLLARS (\$327.64), said bid being for an equal or greater sum than the adjudged fair value of such property, or equal or greater than the taxes, interest, penalty and costs due upon such property, it being the highest bidder therefor, and that being the highest bid for same, and

WHEREAS, HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, and CITY OF SAN ANTONIO and STATE OF TEXAS and COUNTY OF BEXAR have agreed to sell the above described real property at private sale, for cash, for a lesser amount of the adjudged value thereon as established in the tax judgment, and a lesser amount for which said judgments were rendered against the properties in said suits. The consent of each of said taxing units being evidenced by their execution of this Deed in accordance with Article 7345B, Section 9, Vernon's Civil Statutes of the State of Texas.

NOW, THEREFORE, in consideration of the premises, aforesaid, and the payment of the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00), for the following described property, to-wit:

Lots 7 and 8, Block 2, New City Block 7892, CALIFORNIA GARDENS, in the City of San Antonio, Bexar County, Texas,

and the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS for the following described property, to-wit:

Lots 13 and 14, Block 2, New City Block 7892, CALIFORNIA GARDENS, in the City of San Antonio, Bexar County, Texas,

and the sum of SEVENTY FIVE AND NO/100 DOLLARS (\$75.00) for the following described property, to-wit:

Lot 13, Block 66, New City Block 7948, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas,

and the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for the following described property, to-wit:

Lots 1 and 2, Block 41, New City Block 8005, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas,

and the sum of SEVENTY FIVE AND NO/100 DOLLARS (\$75.00) for the following described property, to-wit:

Lot 18, Block 43, New City Block 8027, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas,

and the further sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for the following described property, to-wit:

Lots 13 and 14, Block 48, New City Block 7967, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas,

and the further sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for the following described property, to-wit:

Lots 1 and 2, Block 51, New City Block 8004, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas,

and for the further sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for the following described property, to-wit:

Lots 1 and 2, Block 95, New City Block 8044, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas,

and for the further sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for the following described property, to-wit:

Lots 19 and 20, Block 11, New City Block 8510, COLUMBIA HEIGHTS, in the City of San Antonio, Bexar County, Texas,

the receipt of which is hereby acknowledged, HARLANDALE INDEPENDENT SCHOOL DISTRICT OF Bexar County, Texas, CITY OF SAN ANTONIO, STATE OF TEXAS AND COUNTY OF BEXAR, each of said taxing agencies, acting herein by and through its officers thereunto duly authorized, have granted,

sold and conveyed, and by these presents do grant, sell and convey to PARKWAY IMPROVEMENTS, INC., all the rights, title and interest in and to the above described property which was acquired and is held by the grantors herein as purchasers under the above mentioned tax foreclosure sales.

TO HAVE AND TO HOLD the above described premises, subject, however, to the Defendants in the above styled suits, right to redeem the same in the manner prescribed by law, within two years from the date of said sale by the Sheriff of Bexar County, Texas, to the HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas. It is understood and agreed that by virtue of said Judgment and Order of Sale, writ of possession will issue within twenty (20) days after the period of redemption shall have expired, but not until then.

This deed is given in lieu and correction of that one certain deed dated June 9, 1961, from Grantors herein to the Grantees herein, said Deed being recorded in Volume 4623, Page 192, Deed Records of Bexar County, Texas, in which the following paragraph was erroneously omitted:

and the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for the following described property, to-wit:

Lots 13 and 14, Block 2, New City Block 7892, CALIFORNIA GARDENS, IN THE City of San Antonio, Bexar County, Texas,

and in all other respects to ratify and confirm said former Deed.

EXECUTED this the 9th day of June, A. D., 1961.

ATTEST: W. S. Brashears, Secretary

HARLANDALE INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas

/s/ E. J. BRADBURY, President

CITY OF SAN ANTONIO:

ATTEST: /s/ J. H. Inselmann  
City Clerk

by:

STATE OF TEXAS, COUNTY OF BEXAR

ATTEST: /s/ James W. Knight,  
County Clerk

BY:

AN ORDINANCE 31974

*Repealed  
Ord 36686  
7/25/68*

AMENDING ORDINANCE NO. 28358 PASSED MARCH 17, 1960 PRESCRIBING SANITARY SEWER CHARGES WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO AND PROVIDING THAT THE SUM OF \$50.00 INSTEAD OF \$5.00 SHALL BE PAID TO COVER THE COST OF ANY DISCONNECTION FROM AND SUBSEQUENT RECONNECTION TO THE CITY SEWER SYSTEM.

\* \* \* \* \*

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

1. Paragraph 6 of Ordinance No. 28358 passed and approved March 17, 1960 be and the same is hereby amended to read as follows:

6. On failure of any person, firm or corporation to pay, within ten (10) days from the date of delinquency, any charge or charges levied and assessed under the terms hereof, the City shall have the power and right to disconnect from the sewer system of the City the premises to which such charges are applicable and, in addition, the City shall have the right to discontinue water service to such premises until such charges are paid in full. In case of disconnection of such sewer service, such service shall not be resumed until the charges due, plus the sum of \$50.00 to cover the cost of such disconnection and subsequent reconnection shall have been paid. In case water service is discontinued, it shall not be resumed until the sewer charge due, plus the sum of \$2.00 has been paid. In such latter event, the additional charge of \$2.00 shall be retained by the City Water Board.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31975

AUTHORIZING THE TRANSFER OF THE SUM OF \$55,000.00 FROM THE OPERATING CONTINGENCY ACCOUNT 70-01-01, TO THE SAN ANTONIO ZOOLOGICAL SOCIETY, IN THE SUM OF \$16,000.00, AND THE SAN ANTONIO MUSEUM ASSOCIATION INC., IN THE SUM OF \$39,000.00.

\* \* \* \* \*

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

1. The sum of \$55,000.00 is hereby transferred from the Operating Contingency Account 70-01-01, to the following non-departmental accounts:

50-13-01 San Antonio Zoological Society \$16,000.00

50-20-01 San Antonio Museum Association, Inc. \$39,000.00

Such sums represent increases granted in the contractual agreements for the operation

## AN ORDINANCE 31976

ACCEPTING THE BID OF CHARLIE ALVARADO, DBA ALVARADO BROS. GARAGE, 1415 NORTH FLORES STREET, SAN ANTONIO, TEXAS, PROVIDING FOR WRECKER SERVICE TO THE CITY OF SAN ANTONIO AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR.

\* \* \* \* \*

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

1. The bid of Charlie Alvarado, dba Alvarado Bros. Garage, 1415 North Flores Street, San Antonio, Texas, providing for wrecker service to the City of San Antonio and the removal from the public streets, ways or other public property in said city of all vehicles which are illegally parked, is hereby accepted.

2. A performance bond in the amount of \$2,000.00 or, in the alternative, a Cashier's Check in the sum of \$2,000.00, shall be furnished by said Charlie Alvarado and deposited with the City Clerk prior to the execution of a contract. The bond will be assured with a reputable bonding company authorized to do business in Texas to guarantee the performance of the covenants and conditions of the contract and in the form prescribed by the City Attorney. This provision reduces the amount of the performance bond required of bidder as set forth in Paragraph II of the Invitation for Bids, and is in lieu of such similar provision in the Bid Contract.

3. The City Manager is authorized to execute a contract in furtherance of said bid, a copy of which is attached hereto and incorporated herein by reference.

4. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

5. ACCEPTED in all things by the undersigned this \_\_\_\_\_ day of January, 1964.

BY: \_\_\_\_\_  
Charlie Alvarado

CONTRACT PROVIDING FOR WRECKER SERVICE

This agreement made this 3rd day of January, 1964 between the City of San Antonio, Texas, party of the first part, hereinafter called "City" and Charlie Alvarado, an individual, d/b/a/ Alvarado Bros. Garage, 1415 North Flores Street, San Antonio, Texas, party of the second part hereinafter called "Contractor", WITNESSETH:

WHEREAS, Contractor submitted his Bid which was duly accepted by Ordinance No. 31976, passed and approved by the City Council on December 12, 1963, and

WHEREAS, said Bid and said ordinance provide for the execution of a contract in furtherance thereof;

NOW, THEREFORE, the parties hereto mutually agree to the following terms, conditions and requirements:

1. City hereby authorizes Contractor to provide necessary automobile wrecker service to the City of San Antonio, Texas to remove from the public streets, ways and other public property within said city, all vehicles which have been abandoned, or which have been involved in collisions, or which are illegally parked, and as further provided for herein.

2. Prior to or upon the execution upon this contract Contractor shall deposit with the City Clerk a performance bond in the amount of \$2,000.00 or in the alternative a cashier's check in the amount of \$2,000.00. The Bond will be assured with a reputable bonding company authorized to do business in the State of Texas and will guarantee the performance of the covenants and the conditions of said contract. Said bond must be approved by the City Attorney. The cashier's check will also guarantee such performance.

3. In the event of the breach of any of the conditions of this contract by Contractor, the City may cancel same by giving 30 days' notice in writing to Contractor. Said notice shall be sufficient if it is mailed to Contractor at his last known address. It is further agreed that in the event Contractor becomes delinquent in the payment of his City Taxes such fact shall constitute grounds for cancellation of this contract.

4. The Term of this contract shall be for a period of 2 years effective on January 11, 1964.

5. Contractor agrees to accept full responsibility for all wrecker service within the corporate limits within the City of San Antonio as specified herein, and for the performance of the terms and conditions of this contract. It is agreed, however, that Contractor may subcontract either as to equipment or as to areas within the municipality or both. Any such subcontractors or subcontract areas are subject to the written approval of City acting by and through the Chief of Police. Subcontractors shall be qualified to perform the wrecker service called for herein. It is understood and agreed that in any event Contractor is deemed to be the Primary Contractor and shall be responsible for all of the wrecker service performed under this contract.

6. This contract may be reviewed semi-annually by the City Manager, who may, where he deems it necessary, recommend modifications to the City Council.

7. Contractor agrees that, when directed to do so by the Chief of Police of the City of San Antonio, or his duly authorized representative, Contractor will remove from the public streets, ways or other public property, all vehicles which are parked in violation of City ordinances, or which have been involved in collisions or abandoned. Unless otherwise directed by the owner of the vehicle or the police officer on the scene, Contractor will tow all such

vehicles to the City Police Pound, In no event shall the operator of the wrecker effecting the removal suggest to the owner of the vehicle that the vehicle be taken to any particular garage or repair shop.

8. Contractor will provide twenty four (24) hour service, including Sundays and holidays, and will have available, for the performance of the towing services which he hereby obligates himself to render, at all times during any twenty-four (24) hour period, the following equipment;

At least three auto wreckers on 3/4 to 1 1/2 ton chassis, with 6,000 pound crane power-driven winch.

At least one heavy-duty wrecker on a 5 ton Chassis, with 20,000 pound power-driven crane, split boom.

In addition, during the hours of 4:00 P.M. and 2:00 A.M., Contractor must have available, in addition to four wreckers specified above, four additional wreckers on a 3/4 to 1 1/2 ton chassis, with 6,000 pound crane power-driven winch.

All wreckers will be fully equipped at all times with emergency equipment such as flags, flares, tire tools, fire extinguishers and other tools reasonably necessary to perform the towing service usually and customarily performed by wreckers of such size.

Contractor further agrees that he will maintain a telephone, manned 24 hours a day, and sufficient personnel to perform Contractor's obligations hereunder. In this connection, all personnel of Contractor rendering towing service shall be cleanly uniformed, and Contractor agrees to furnish to the Chief of Police, personal data, fingerprints and photographs of all wrecker drivers in Contractor's employ as of the date of this contract and, in case new or additional personnel are hereafter employed, Contractor will furnish such data within fifteen days after such employment.

9. The Contractor may charged the following maximum fees for towing service pursuant to the pursuant to the provisions of this bid:

A. For use of 3/4 to 1 1/2 ton wrecker:

(1) "Undamaged Vehicles": \$5.00 for the first mile and 50¢ for each additional Mile, provided that in no event shall the amount charged exceed \$12.50.

(2) "Damaged Vehicles": \$7.50 for the first mile and \$1.00 for each additional mile, provided that in no event shall the amount charged exceed \$12.50.

B. For use of 2 Ton wrecker: \$15.00 per hour (minimum charge, one hour), plus \$3.75 for each additional (quarter hour or portion thereof.)

C. For use of 2 1/2 ton wrecker: \$18.00 per hour (minimum charge, one hour) plus \$4.50 for each additional quarter hour or portion thereof.

D. For use of 3 to 5 ton wrecker: \$22.50 per hour (minimum charge, one hour), plus \$5.50 for each additional quarter hour or portion thereof.

If the vehicle is towed to a place other than the City Police Pound, Contractor will collect the applicable towing fee from the owner, or person in charge of, said vehicle. When the vehicle is towed to the City Police Pound, City will collect the applicable towing fee.

10. Prior to the 15th day of each month, Contractor shall remit to the license and Dues Collector of the City of San Antonio, an amount equal to contract bid percentage of the towing fees collected by Contractor for towing service rendered during the preceding month. at the time such remittance is made, Contractor shall file with the License and Dues Collector a sworn statement, in duplicate, showing the amounts collected by Contractor for towing service rendered pursuant to this contract during the preceding month. On the first and fifteenth day of each month, Contractor shall furnish to the City, a statement for the amount due Contractor on account of vehicles towed to the City Police Pound, which amount shall be computed by deducting from the applicable towing charge the amount due the City under the provisions of the paragraph immediately preceding. City shall pay contractor the amount due for such service within ten days after the receipt of such statement.

11. Contractor agrees to keep and maintain complete and adequate books, including a log showing date, time, location of origin and termination of tow, on records and forms approved by City's Director of Finance. Such records shall, upon reasonable demand, be available to City's Director of Finance for inspection and audit.

12. Contractor agrees to save and hold City harmless from any and all loss and damage arising out of the towing of vehicles by Contractor as provided for herein, and Contractor assumes full responsibility and liability for all such vehicles in its care, including all equipment and contents thereof, and agrees to indemnify and hold harmless said City against all claims and damages to vehicles, equipment and contents under his control. In this connection, Contractor shall deposit with the City Clerk of the City of San Antonio, a certificate of an insurance company authorized to do business in Texas that Contractor has in force a garage-men's policy of insurance, which names City as coinsured, governing the operations of contractor pursuant to the provisions of this contract, in the amount of \$25,000.00 for any one person killed or injured, and \$50,000.00 for more than one person killed or injured in any one accident, and \$5,000.00 for any damage, injury to, loss or destruction of property. Such policy shall contain an endorsement providing for 30 days' prior notice to the City Clerk in the event of any cancellation of our change of said policy. Contractor expressly agrees to keep such policy in full force and effect during the life of this contract. In the event of a claim against Contractor, it is expressly understood, and such policy shall expressly provide, that neither Contractor nor his insurer will seek to avoid liability on the grounds that Contractor was engaged in the exercise of a governmental function.

Said policy shall cover vehicles of other wrecker operators whose equipment may be used by Contractor pursuant to the provisions hereof.

13. If and when it becomes necessary in any manner to disconnect, tamper with or damage the gear, emergency brake, or any other part of a vehicle before towing, Contractor will, on termination of the tow, repair or put such vehicle back in its original condition at Contractor's expense.

of these municipally owned but independently operated agencies by Ordinance No. 31635 and Ordinance No. 31636.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

ACCEPTING THE BID OF ALVARADO BROTHERS, FOR CITY WRECKER SERVICE, AN ORDINANCE 31976  
FOR FULL TEXT SEE PAGE 614A, PASSED THE 12th DAY OF DECEMBER, 1963.

AN ORDINANCE 31977

PROHIBITING AUTOMOBILE WRECKERS FROM REMOVING CERTAIN VEHICLES FROM PUBLIC STREETS AND WAYS IN THE CITY OF SAN ANTONIO AND PROVIDING FOR A FINE NOT TO EXCEED \$200.00 FOR VIOLATION OF SUCH PROHIBITION.

\* \* \* \* \*

WHEREAS, Under the provisions of Article 1175 of the Revised Civil Statutes of the State of Texas, the City of San Antonio is given dominion, control and jurisdiction in, over and under the public streets, avenues, alleys, highways, boulevards and public roads within said City, and

WHEREAS, under the provisions of the Charter of the City of San Antonio, particularly Paragraph 13 of Section 3, there is a duty incumbent on the City to suppress, abate and prohibit all things or acts detrimental to the health, comfort, safety and convenience of the inhabitants of said City, and

WHEREAS, the City of San Antonio is the guardian of the public rights in the public streets, ways and public property within said City and holds title for the benefit of the public, and

WHEREAS, past experience indicates that automobile wreckers frequently race to the scene of automobile accidents in the hop of securing the business of towing in disabled motor vehicles for repairs, and

WHEREAS, in proceeding to the scene of such accidents the drivers of such automobile wreckers often violate traffic and speed regulations designed to protect the general public, and

WHEREAS, upon arrival at the scene of such accidents the drivers of such automobile wreckers often engage in the soliciting of the business of towing, removing, repairing, wrecking, storing or purchasing wrecked or disabled vehicles at or near the scene of said wrecks or on the streets or sidewalks of said City and occasionally encounter lively competition in securing possession of the disabled vehicles resulting in breaches of the peace by and among the several automobile wreckers, and

WHEREAS, upon arrival at the scene of such accidents the drivers of such automobile wreckers frequently interfere with and impede the investigation of the accident by the police as the medical treatment of the persons involved in such accident, and

WHEREAS, the efforts of the City police to control the aforementioned practices of automobile wrecker operators have not been successful, and

WHEREAS, the aforementioned practices of automobile wrecker operators offend against the public peace, safety and welfare of the City of San Antonio and require regulations and control, and

WHEREAS, in order to prevent confusion and traffic congestion which endanger public health, safety and property of the City of San Antonio it is deemed expedient, desirable and necessary to adopt regulations controlling the operation of automobile wreckers upon the public streets and ways of the City of San Antonio; NOW, THEREFORE:

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

1. It shall be unlawful for any person, in the operation of an automobile wrecker on the public streets and ways of the City of San Antonio, and not having been directed to do so by the Chief of Police of the City of San Antonio or his authorized representative, knowingly to move, tow, haul or otherwise transport in, on or over the public streets and ways of the City of San Antonio any vehicle which has been abandoned or which has been involved in a collision.

2. Any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall upon conviction be punished by a fine not exceeding \$200.00.

3. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31978

GRANTING PERMISSION TO BUILD A SEVEN FOOT FENCE AT 238 ROCKHILL DRIVE. -

\* \* \* \* \*

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

1. Permission to granted to Mrs. C. A. Morley to build a seven foot cedar fence two hundred feet in length along the east side property line of Lot 6, Block 4, NCB 11863 located at 238 Rockhill Drive.

2. PASSED AND APPROVED this 12th day of December, 1963.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31979

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 2029)

The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District listed below as follows:

Lot 13, Blk 2, NCB 8963

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 19th day of December, A. D., 1963.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31980

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 2050)

The rezoning and reclassification of property from "B" Residence District to "F" Local Retail District listed below as follows:

Lot 17, Blk 12, NCB 2950

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 19th day of December, A.D., 1963.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31981

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 2000)

The rezoning and reclassification of property listed below as follows:

The east 200' of Lot 10, NCB 12098 from "B" Residence District to "E" Office District; and Lot 10, NCB 12098 save and except the east 200' from "B" Residence District to "J" Commercial District.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 19th day of December, A.D., 1963.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31982

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property to-wit:

(Case No. 2049)

The reclassification and rezoning of property from "B" Residence District to "D" Apartment District listed below as follows:

Lot 30, NCB 10110

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 19th day of December, A. D., 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31983

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 2052)

The rezoning and reclassification of property from "B" Residence District to "D" Apartment District listed below as follows:

Lots 21, 22 and 35, NCB 1956

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 19th day of December, A. D. 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31984

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 2056)

The rezoning and reclassification of property listed below as follows:

All of Lot 40, NCB 11880 from "E" Office District to "F" Local Retail District.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 19th day of December, A. D., 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## A RESOLUTION

WHEREAS, the citizens of our City, State and Nation join with innumerable millions throughout the world in suffering a common loss and sharing a common grief in the death of our late President, John Fitzgerald Kennedy. Soon a month will have passed since an assassin's bullet ended his life and numbed our spirits. During this interval of time the people of the world have examined their consciences and aspirations, and have measured them against the stature of a noble President, concerned for human dignity, freedom, justice and peace, and

WHEREAS, the President of the United States, Lyndon B. Johnson, is speaking to the nation this Sunday when he addresses a great public assembly for an interreligious character at the Lincoln Memorial in Washington, and calls upon us all for rededication to the ideals of the late President, which are the fundamental ideals of our land, NOW THEREFORE:

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

1. The City Council invites the citizens of our City to participate in a brief memorial service that will be held at the Alamo, the Cradle of Texas Liberty, Sunday at 5:00 PM. Those who can are asked each to bring a candle which will be kindled to symbolize the light, which shall break through the darkness of hatred, ignorance and ill-will wherever they may be found. We shall use this time of dedication to strengthen our courage and faith so that the life of John F. Kennedy and the examination of our souls may result in helpful deeds which alone can sustain and redeem.

2. PASSED AND APPROVED this 19th day of December, 1963.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 31985

APPROPRIATING THE SUM OF \$36,371.00 CUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT-OF-WAY FOR U. S. 90 WEST PROJECT, NEBRASKA STREET WIDENING PROJECT AND FRESNO AND OLMOS PAVING PROJECT.

\* \* \* \* \*

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

1. The sum of \$35,496.00 is hereby appropriated out of Highway 90 West Expressway Bond, 1961 #479-16 for acquisition of right-of-way as follows:

a. \$900.00 payable to Stewart Title Company as escrow agent for Mrs. Dorothy S. Tips, a widow, for title to Lot 23, Block 2, New City Block 11320, being Parcel 653-4953.

b. \$700.00 payable to Stewart Title Company as escrow agent for J. F. Whetstone et al for title to 0.1607 of an acre of land, more or less, same being all of Lot 3, Block 1, New City Block 11319, being Parcel 661-4961.

c. \$1,975.00 payable to Stewart Title Company as escrow agent for Eugene B. Powers and Ouida Powers for title to 1.4962 acres of land, more or less, in New City Block 11313 in the City of San Antonio, being Parcel 477-4777.

d. \$8,195.00 payable to Stewart Title Company as escrow agent for John G. Fuentes and Angela B. Fuentes for title to 0.2374 of an acre of land, more or less, same being all of Lot 16, Block 2, New City Block 8594, being Parcel 390-4690.

e. \$4,135.00 payable to Stewart Title Company as escrow agent for Manuel Solis, Jr. and Ines O. Solis for title to 0.2374 of an acre of land, more or less, same being all of Lot 12, Block 2, New City Block 8594, being Parcel 386-4686.

f. \$4,439.00 payable to Stewart Title Company as escrow agent for Anatolio Granado and Alicia Granado for title to 0.2374 of an acre of land, more or less, same being all of Lot 11, Block 2, New City Block 8594, being Parcel 385-4685.

g. \$1,400.00 payable to Stewart Title Company as escrow agent for Juan Perez and Florinda C. Perez for title to 0.2085 of an acre of land, more or less, same being all of Lot 26, Block 1, New City Block 8593, being Parcel 384-4684.

h. \$4,710.00 payable to Stewart Title Company as escrow agent for Ramon Gallegos and Ramona M. Gallegos for title to 0.2085 of an acre of land, more or less, same being all of Lot 22, Block 1, New City Block 8593, being Parcel 381-4681.

i. \$660.00 payable to Stewart Title Company as escrow agent for Louis Guerra and Mrs. Louis Guerra, wife of Louis Guerra, for title to 0.0348 of one acre of land, more or less, in New City Block 8593 in the City of San Antonio, being Parcel 379-4679.

j. \$8,382.00 payable to Stewart Title Company as escrow agent for Manuel Castro and Tomasa V. Castro for title to 0.4170 of an acre of land, more or less, same being all of Lots 7 and 24, Block 1, New City Block 8593, being Parcel 376-4676.

Copies of the Warranty Deeds on the aforementioned parcels are filed herewith and incorporated herein by reference for all purposes. Deeds to same will be in the name of the State of Texas pursuant to the Participation Agreement on this project between the City and the Texas Highway Department.

2. The sum of \$80.00 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10 for acquisition of right-of-way for Nebraska Street Widening Project, payable to

Dorothy Jones for title to all that part of Lot 5, Block 9, New City Block 10268, situated within the corporate limits of the City of San Antonio, being Parcel 2920A. A copy of said Warranty Deed on the aforementioned parcel is filed herewith and incorporated herein by reference.

3. The sum of \$795.00 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10 for acquisition of right-of-way for Fresno and Olmos Paving Project, payable to Guaranty Abstract and Title Company as escrow agent for Mario Cruz, et al, for title to a tract of land out of Lot 19, Block 63, New City Block 7209, being Parcel 5678, A copy of said Sales Agreement is filed herewith and incorporated herein by reference.

4. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31986

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. 90 WEST EXPRESSWAY PROJECT; FRESNO AND OLMOS PAVING PROJECT; KELLY ACCESS ROAD PROJECT; LOOP 410 PROJECT; LEON CREEK SEWER OUTFALL LINE PROJECT; STORM DRAINAGE NO. 58 PROJECT AND SOUTH ZARZAMORA STREET WIDENING PROJECT; MILITARY DRIVE S. (LOOP 13) SECTION B. PROJECT.

\* \* \* \* \*

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

1. The following sums are hereby appropriated from Highway 90 West expressway, Bonds 1961, Fund No. 479-16, Highway 90 West Expressway Project, in payment for statements attached hereto:

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 4.30

for recording fee of Certified Copy of Judgment on Parcel No. 201-4501.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 3.60

for recording fee of Certified Copy of Judgment on Parcel Nos. 244-4544 and 245-4545.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 4.30

for recording fee of Certified Copy of Judgment on Parcel No. 245-4545.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 6.30

for recording fee of Certified Copy of Judgment on Parcel No. 353-4653.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio, 5, Texas . . . . .for the sum of \$ 4.75

for recording fee on Parcel No. 392-4692.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 1.80

for recording fee on Parcel No. 401-4701.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio, Texas . . . . .for the sum of \$ 1.80

for title company recording fee on Parcel No. 402-4702.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 2.15

for recording fee on Parcel No. 406-4706.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 1.70

for recording deed on Parcels 518-4818, 522-4822, 525-4825, and 529-4829.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . . for the sum of \$1.95  
for recording fee on Parcel No. 540-4840.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . . for the sum of \$ 1.80  
for title company charges on Parcel No. 579-4879.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . . for the sum of \$ 1.80  
for recording fee on Parcel No. 568-4868.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio, 5, Texas . . . . .for the sum of \$ 2.55  
for recording fee on Parcel No. 586-4886.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . . for the sum of \$ 3.20  
for recording fee on Parcel No. 587-4887.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 2.55  
for recording fee on Parcel No. 627-4927.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 1.80  
for recording fee on Parcel No. 646-4946.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.. . . .for the sum of \$ 1.95  
for recording fee on Parcel Nos. 654-4954, 667-4967, 670-4970, and  
672-4972.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 2.15  
for recording fee on Parcel No. 669-4969.

2. The following sums are hereby appropriated out of Street Improvement Bonds, 1957, Fund No. 479-10, Fresno - Olmos Paving Project, in payment for statements attached hereto:

GUARANTY ABSTRACT & TITLE CO.  
Suite 200 - Milam Building  
San Antonio, Texas . . . . .for the sum of \$134.75  
for title company charges on Parcel 5636.

GUARANTY ABSTRACT & TITLE CO.  
Suite 200 - Milam Building  
San Antonio, Texas . . . . .for the sum of \$ 15.00  
for cancellation fee parcel received from S.A.R.A. on Parcel No. 5667.

GUARANTY ABSTRACT & TITLE CO.  
Suite 200 - Milam Building  
San Antonio, Texas . . . . .for the sum of \$ 51.45  
for title company charges on Parcel No. 5683.

3. The following sums are hereby appropriated out of Highway 90 West expressway Bond, Fund No. 479-16, Kelly Access Road Project, in payment for statements attached hereto:

GUARDIAN ABSTRACT & TITLE CO.  
626 Petroleum Commerce Bldg.  
San Antonio, Texas . . . . .for the sum of \$126.10  
for title company charges On Parcel No. 5607.

GUARDIAN ABSTRACT & TITLE CO.  
626 Petroleum Commerce Bldg.  
San Antonio, Texas . . . . .for the sum of \$363.35  
for title company charges on Parcel No. 5610.

BERETTA - GREENSLADE & ASSOCIATES, INC.  
1927 N. St. Mary's Street  
San Antonio 12, Texas . . . . .for the sum of \$1,253.55

for services as professional engineering and survey work on Parcel No. 5597.

GEORGE A. FRENCH  
1425 Donaldson Avenue  
San Antonio 28, Texas . . . . . for the sum of \$1,062.50

for services as appraiser on Parcel No. 5597.

WILLIS A. PORTER  
814 W. Hildebrand Ave.  
San Antonio 12, Texas . . . . . for the sum of \$962.50

for services as appraiser on Parcel No. 5597.

4. The following sum is hereby appropriated out of Street Right-of-way Purchase Bonds, Series 1957, Fund No. 479-12, Loop 410 Project, Skyway Boulevard to Nacogdoches Road, in payment for statement attached hereto:

M. R. MITCHELL & ASSOCIATES  
206 San Pedro Avenue  
San Antonio, Texas . . . . . for the sum of \$500.00

for preparation, consultation and expert testimony on Parcel No. 39-3765.

5. The following sum is hereby appropriated out of Sewer Revenue Fund No. 204-02, Leon Creek Sewer outfall Line Project, in payment for statement attached hereto;

ALAMO TITLE COMPANY  
201 W. Travis St.  
San Antonio, Texas . . . . . for the sum of \$ 49.10

for title company charges on Parcel E-535.

6. The following sum is hereby appropriated out of Storm Sewer and Drainage Bonds, Series 1957, Fund No. 479-13, Storm Drainage #58 Project, in payment for statement attached hereto:

GUARANTY ABSTRACT & TITLE CO.  
Suite 200 - Milam Building  
San Antonio, Texas . . . . . for the sum of \$ 51.30

for title company charges on Parcel 5376 and 5377.

7. The following sum is hereby appropriated out of Street Improvement Bond, Series 1957, Fund No. 479-10, South Zarzamora Widening Project, in payment for statement attached hereto:

JAMES W. KNIGHT, Clerk of the County Court-at-law #1  
Bexar County Court House  
San Antonio, Texas . . . . . for the sum of \$ 9.70

for bill of costs on Parcel No. 3332.

8. The following sum is hereby appropriated out of Street Right-of-way Purchase Bonds, 1957, Fund No. 479-12, Military Drive South (Loop 13) Section B. Project, in payment for statement attached hereto:

BOYNTON H. FLEMING, Sheriff  
Brownsville, Texas . . . . . for the sum of A \$ 9.40

for services of serving papers of condemnation on Parcel No. 4277.

9. PASSED AND APPROVED ON this 26th day of December, A. D., 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31987

AUTHORIZING THE QUITCLAIM OF THE EAST 5 FEET OF THE NORTHSOUTH ALLEY LYING WEST OF AND ADJACENT TO LOT 19, NCB 8392 TO CASA BLANCA LUMBER COMPANY IN CONSIDERATION OF THE PAYMENT OF THE SUM OF \$100.00.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute a Quitclaim Deed for and in consideration of the payment of \$100.00 to Casa Blanca Lumber Company to the East 5 feet of the North-South alley lying West of and adjacent to Lot 19, NCB 8392 and as further described in the Quitclaim Deed which is attached hereto and incorporated herein by reference.

2. Said Quitclaim Deed shall not be delivered to the grantee until such time as the proper replatting of Lot 19, NCB 8392 has been accepted by the Planning Commission.

3. PASSED AND APPROVED this 26th day of December, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
M A Y O R

## QUITCLAIM DEED

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That The City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 31987, dated the 26th day of December, 1963., duly adopted by the City Council of said City, for and in consideration of the payment of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, and other good and valuable consideration to it in hand paid by CASA BLANCA LUMBER COMPANY, hereinafter called "Grantee", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED and RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE, unto the said CASA BLANCA LUMBER COMPANY, all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

The East 5 feet of the North-South alley lying West of and adjacent to Lot 19, NCB 8392, between the North line of Donaldson Avenue right-of-way and the South line of the East-West alley right-of-way in NCB 8392,

together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the aforescribed premises unto the said CASA BLANCA LUMBER COMPANY, its successors and assigns forever.

WITNESS BY HAND This 26th day of December, 1963.

CITY OF SAN ANTONIO

BY: David A. Harner  
Assistant City Manager

AN ORDINANCE 31988

ACCEPTING A WARRANTY DEED FROM JOHN H. WEISMAN, CHARLOTTE L. WEISMAN AND PAT MALONEY TO A TRACT OF LAND REQUIRED FOR THE OLMOS-FRESNO PROJECT AND APPROPRIATING THE SUM OF \$10.00 FROM STREET IMPROVEMENT BONDS, 1957, FUND # 479-10, IN PAYMENT THEREFOR; AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED TO JOHN H. WEISMAN, CHARLOTTE L. WEISMAN AND PAT MALONEY TO A TRACT OF SURPLUS CITY PROPERTY FOR AND CONSIDERATION OF THE SUM OF \$10.00.

\* \* \* \* \*

WHEREAS, the City owns a tract of land adjacent to the Olmos-Fresno Project, which is surplus to the City's requirements; and

WHEREAS, John H. Weisman, Charlotte L. Weisman and Pat Maloney own a tract of land which the City requires for the Olmos-Fresno Project; and

WHEREAS, it is considered to be in the best interest of both the City and John H. Weisman, Charlotte L. Weisman and Pat Maloney to mutually exchange these tracts of land; NOW, THEREFORE:

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

1. A Warranty Deed to a tract of land, out of Block 55, New City Block 7107, Granted by John H. Weisman and Wife Charlotte L. Weisman and Pat Maloney is hereby accepted.

2. The sum of \$10.00 is hereby appropriated out of Street Improvement Bonds, 1957, Fund #479-10 payable to Guaranty Abstract and Title Company as escrow agent for John H. Weisman, Charlotte L. Weisman and Pat Maloney.

3. The City Manager is hereby authorized to execute a Special Warranty Deed to John H. Weisman, Charlotte L. Weisman and Pat Maloney to a tract of land out of Lot 7, Block 55, New City Block 7107, for and in consideration of the payment of the sum of \$10.00.

Copies of the aforementioned Deeds are attached hereto and incorporated herein for all purposes.

4. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

PARCEL 5635

Project: Olmos-Fresno

WARRANTY DEED  
\* \* \* \* \*

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THAT, we, JOHN H. WEISMAN and wife, CHARLOTTE L. Weisman, and PAT MALONEY, of the

County of Bexar, state of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to us in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the granting to us by the Grantee herein named of the following described property, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A tract of land out of Block 55, New City Block 7107, Los Angeles Heights, being a part of Lots 5 and 6, San Antonio, Bexar County, Texas, being more fully described as follows:

BEGINNING at the southeast corner of Lot 6, Block 55, New City Block 7107 said point being on the north line of a 10.00 ft. alley;

THENCE; in a westerly direction along the south line of Lots 5 and 6, and north line of said 10.00 ft. alley, a distance of 82.80 ft. to a point on a curve, having a radius of 328.00 ft.;

THENCE; in a northeasterly direction, along said curve, a distance' of 103.05 ft. to a point on the east line of said Lot 6;

THENCE; in a southerly direction, along the east line of Lot 6, a distance of 60.63 ft. to the point of beginning;

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto CITY OF SAN ANTONIO, municipal corporation, of the County of Bexar, State of Texas, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A tract of land out of Lot 7, Block 55, New City Block 7107, Los Angeles Heights, San Antonio, Bexar County, Texas, being more particularly described as follows, to-wit:

BEGINNING at a point on the west line of Lot 7, Block 55, New City Block 7107, said point being 20.00 feet south of the original northwest corner of said Lot 7;

THENCE; in a southeasterly direction, along the west right-of-way line of U. S. Highway 87 (Interstate Highway No. 10), with an interior angle of  $42^{\circ} 16' 25''$ , a distance of 37.48 feet to a point on a curve having a radius of 328.00 feet;

THENCE in a northerly direction, along the west line of said Lot 7, a distance of 39.37 feet to the point of beginning.

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, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is expressly agreed by the parties hereto that any liens expressed or implied arising from the hereinabove exchange of properties are hereby waived.

EXECUTED this 10th day of december, A. D., 1963.

/s/ John H. Weisman

/s/ Charlotte L.  
Weisman

/s/ Pat Maloney

Inv. #7107 -5-6

SPECIAL WARRANTY DEED  
\* \* \* \* \*

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a municipal corporation, of the County of Bexar, State of Texas, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 31988, dated the 26th day of December, A. D. 1963, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to is in hand paid by the Grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the granting by Grantees herein of a tract of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A tract of land out of Lot 7, Block 55, New City Block 7107, Los Angeles Heights, San Antonio, Bexar County, Texas, being more particularly described as follows, to-wit:

BEGINNING at a point on the west line of Lot 7, Block 55, New City Block 7107, said point being 20.00 feet south of the original northwest corner of said Lot 7;

THENCE; in a southeasterly direction, along the <sup>west</sup> right-of-way line of U. S. Highway No. 10), with an interior angle of  $42^{\circ} 16' 25''$ , a distance of 37.48 feet to a point on a curve having a radius of 328.00 feet;

THENCE in a southwesterly direction along said curve, a distance of 27.78 feet to a point of beginning;

has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY, unto JOHN H. WEISMAN and wife, CHARLOTTE L. WEISMAN, and PAT MALONEY, of the County of Bexar, State of Texas, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A tract of land out of Block 55, New City Block 7107, Los Angeles Heights, being a part of Lots 5 and 6, San Antonio, Bexar County, Texas, being more fully described as follows:

BEGINNING at the southeast corner of Lot 6, Block 55, New City Block 7107 Said point being on the north line of a 10.00 ft. alley;

THENCE; in a westerly direction along the south line of Lots 5 and 6, and north line of said 10.00 ft. alley, a distance of 82.80 ft. to a point on a curve, having a radius of 328.00 ft.;

THENCE; in a northeasterly direction, along said curve, a distance of 103.05 ft. to a point on the east line of said lot 6;

THENCE; in a southerly direction, along the east line of Lot 6, a distance of 60.63 ft. to the point of beginning.

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 Grantor, its successors and assigns forever; and it does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantees, their heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through the Grantor, THE CITY OF SAN ANTONIO.

It is expressly agreed by the parties hereto that any liens expressed or implied arising from the hereinabove exchange of properties are hereby waived.

EXECUTED this 26th day of December, A. D., 1963.

CITY OF SAN ANTONIO

BY: David A. Harner  
Assistant City Manager

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31989

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF O. R. MITCHELL MOTORS AND JORDAN FORD, INC. TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN MOTOR VEHICLES FOR A NET TOTAL OF \$141,033.98.

\* \* \* \* \*

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

1. The attached low qualified bids of O. R. Mitchell Motors and Jordan Ford, Inc. dated December 20, 1963 to furnish the City of San Antonio various departments with certain motor vehicles for a net total of \$141,033.98 is hereby accepted as follows:

O. R. Mitchell Motors  
1130 Broadway

Items #1, #2, #3, & #5 \$137,793.98

Jordan Ford, Inc.  
615 So. St. Marys

Item #4 3,240.00

2. Payment to be made as follows:

<u>Account No.</u>	<u>Fund</u>	<u>Amount</u>
05-01-01	1-01	\$ 1,620.00
07-02-03	1-01	1,612.83
07-02-04	1-01	3,225.66
07-02-05	1-01	3,225.66
07-03-01	1-01	1,612.83
07-03-03	1-01	1,612.83
07-03-09	1-01	1,612.83
07-04-01	1-01	91,589.37
08-01-01	1-01	1,986.44
08-04-01	1-01	3,897.42
09-03-01	1-01	1,612.83
09-03-02	1-01	1,612.83
09-04-01	1-01	4,838.49
09-05-01	1-01	1,612.83
11-01-02	1-01	6,451.32
11-04-01	1-01	1,612.83
11-04-01	1-01	1,612.83
12-02-01	8-01	1,620.00
17-02-01	1-01	1,612.83
17-03-01	1-01	3,225.66
17-05-01	1-01	<u>3,225.66</u>
		\$ 141,033.98

- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31990

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHLITE MATERIAL FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION, SIGN SHOP FOR A TOTAL OF \$5,040.00.

\* \* \* \* \*

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

- 1. THAT the Director of Finance be authorized to purchase certain items of Scotch-lite materials (Stop Sign Faces) from the Minnesota Mining and Manufacturing company for use by the City of San Antonio Department of Traffic and Transportation, sign and paint shop for a total of \$5,040.00.
- 2. This is the sole source of supply for this particular Item.
- 3. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-01, Code 3-30.
- 4. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31991

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN SCOTCHLITE MATERIAL FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION, SIGN SHOP FOR A TOTAL OF \$1,352.00.

\* \* \* \* \*

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

- 1. THAT the Director of Finance be authorized to purchase certain Scotchlite material from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio, Department of Traffic and Transportation, sign and paint shop for a total of \$1,352.00.
- 2. This is the sole source of supply for this particular items.
- 3. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-01, Code 3-30.
- 4. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31992

ACCEPTING THE ATTACHED QUALIFIED BID OF JESS MCNEEL MACHINERY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH FOUR SPREADER BOXES FOR A NET TOTAL OF \$1,420.00.

\* \* \* \* \*

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

- 1. The attached low qualified bid of Jess McNeel Machinery Corporation dated December 20, 1963 to furnish the City of San Antonio, Department of Public Works with four Good Roads Model TG-400 spreader boxes for a net total of \$1,420.00 is hereby accepted,
- 2. Payment to be made from General Fund 1-01, Department of Public Works Account No. 09-04-02, Code 5-20.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31993

ACCEPTING THE ATTACHED QUALIFIED BID OF CALHOUN EQUIPMENT COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH ONE TRACTOR WITH CENTER MOUNTED ROTARY MOWER AND TRANSFERRING \$6,492.50 FROM PUBLIC IMPROVEMENTS ACCOUNT #30-01-01 TO SPECIAL PROJECTS ACCOUNT #09-21-01 FOR PAYMENT OF SAME.

\* \* \* \* \*

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

1. The attached qualified bid of Calhoun Equipment Company, dated November 8, 1963 to furnish the City of San Antonio, Department of Public Works with one International Tractor Model F-460-D with International Danco Rotary Mower Model HR8-1 for a total of \$6,625.00, less 2%-20 days is hereby accepted.
2. The sum of \$6,492.50 is hereby transferred from Account #30-01-01 Public Improvement to Special Projects Account #09-21-01 for payment of same to Calhoun Equipment Company.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31994

AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE CITY AND THE SAN ANTONIO RIVER AUTHORITY TO PROVIDE FOR JOINT OWNERSHIP AND USE OF MOWING EQUIPMENT ON THE SAN ANTONIO RIVER CHANNEL.

\* \* \* \* \*

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

1. The City Manager is authorized to execute a contract with San Antonio River Authority providing for joint ownership and use of certain mowing equipment in maintenance of the San Antonio River channel. A copy of said contract is attached hereto and incorporated herein for all purposes.
2. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

STATE OF TEXAS  
COUNTY OF BEXAR

This Agreement, entered into by and between the City of San Antonio, hereinafter called "City", pursuant to Ordinance No. 31994, of December, 26, 1963, and the San Antonio River Authority, hereinafter called "SARA", pursuant to Resolution No. R-285 OF DECEMBER 18th, 1963, of its Board of Directors, witnesses:

WHEREAS, the City is responsible for the operation and maintenance of completed units of the San Antonio Channel Improvement Project, and in connection therewith needs mowing equipment for said operation and maintenance; and

WHEREAS, SARA is responsible for the operation and maintenance of certain of its flood control and soil conservation projects and properties in Bexar County, Texas, and in connection therewith needs mowing equipment for said operation and maintenance; and,

WHEREAS, it is in the public interest that the City and SARA participate jointly in the purchase of such mowing equipment; and

WHEREAS, the City invited bids for the purchase of said mowing equipment, and the low qualified bid received for suitable equipment is in the sum of \$6,492.50;

The parties hereto do hereby enter into the following agreement, in consideration of the obligations set out herein;

1.

Said mowing equipment shall be purchased by the City for the sum of \$6,492.50, the

amount of the low qualified bid. In the event said equipment is not delivered to City at that price prior to February 15, 1964 this contract shall be renegotiated.

2.

City shall bill SARA for the sum of \$3,246.25 upon payment by City of the purchase price of said equipment. SARA Shall pay said sum within ten days of receipt of said statement and the equipment shall be jointly owned by the parties hereto and shall be operated pursuant to the following provisions:

3.

City shall maintain and make necessary repairs, carry public liability insurance and supply diesel fuel and lubricants for this equipment and shall supply an employee to operate it for both parties. In the event said equipment is damaged by any one occurrence to the extent that the cost of repairs would be in excess of fifty percent (50%) of the purchase price of the equipment, the provisions of Section 6 hereof as to disposition thereof and any proceeds shall be applicable.

4.

The aforementioned insurance shall provide limits for personal injuries of \$20,000 for one person and \$40,000 for one accident and for property damage in the amount of \$5,000.

5.

SARA shall reimburse City for its costs mentioned in Paragraphs 3 and 4 above by paying to City the sum of \$2.97 per hour for each hour said equipment is used at the request of SARA in the operation and maintenance of its said projects in Bexar County, Texas. City shall bill SARA at the end of each calendar month for the number of hours said equipment is operated for SARA During such month and SARA shall make payment for same to City by the 15th day of the following month. Such payment or reimbursement shall be the sole expense of SARA for its use of said equipment in the operation and maintenance of its said projects.

6.

This agreement shall expire February 15, 1957, unless extended by mutual agreement of the parties. If it is not so extended, said equipment shall be disposed of by agreement or by sale to the highest bidder after advertisement and the proceeds of such sale shall be divided between the parties hereto after payment of any expenses of the sale.

EXECUTED in duplicate originals, this 26th day of December, 1963.

CITY OF SAN ANTONIO

BY: Gerald C. Henckel, Jr.  
Assistant City Manager

SAN ANTONIO RIVER AUTHORITY

by: V. H. Braunig  
General Manager

AN ORDINANCE 31995

ACCEPTING THE LOW BID OF R. E. LANHAM, CONTRACTOR, FOR CONSTRUCTION, OF PECAN VALLEY DRIVE PAVING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$81,958.20 PAYABLE TO R. E. LANHAM, CONTRACTOR; APPROPRIATING THE SUM OF 3,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; APPROPRIATING THE SUM OF \$1,000.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; ALL SUCH FUNDS TO BE PAYABLE OUT OF GENERAL FUND SPECIAL PROJECT ACCOUNT NO. 09-04-19; TRANSFERRING THE SUM OF \$85,958.20 FROM ACCOUNT NO. 09-04-15, CAPITAL PROGRAM, STREET PROJECTS, TO GENERAL FUND SPECIAL PROJECT ACCOUNT NO. 09-04-19.

\* \* \* \* \*

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

1. The attached low bid of R. E. Lanham, Contractor, in the amount of \$81,958.20 for construction of Pecan Valley Drive Paving Project is hereby accepted.

2. The City Manager is hereby authorized to execute the standard public works construction contract for the project stated in Paragraph 1 above.

3. The Contract is attached hereto and made a part hereof.

4. The following sums are hereby appropriated out of General Fund Special Projects Account No. 09-04-19 in connection with the contract authorized in Paragraph 2 above:

a. \$81,958.20 payable to R. E. Lanham, Contractor, for construction of Pecan Valley Drive Paving Project.

b. \$3,000.00 as a Construction Contingency Account.

c. \$1,000.00 as a Miscellaneous Expenses Contingency Account.

5. \$85,058.20 is directed to be transferred from Account No. 09-04-15, Capital Program, Street Projects, to General Fund Special Project Account No. 09-04-19.

6. PASSED AND APPROVED this 26th day of December, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
M A Y O R

AN ORDINANCE 31996

APPROPRIATING THE SUM OF \$9,300.00 PAYABLE TO IRVING S. SELIGMANN CONSULTING ENGINEER FOR ENGINEERING SERVICES AND THE SUM OF \$1,000.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT OUT OF SEWER REVENUE FUND NO. 204 IN CONNECTION WITH THE EXPANSION OF RILLING ROAD SEWAGE TREATMENT PLANT PROJECT.

\* \* \* \* \*

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

1. The following sums are hereby appropriated out of Sewer Revenue Fund No. 204 and payable as follows in connection with the expansion of Rilling Road Sewage Treatment Plant Project:

a. \$9,300.00 payable to Irving S. Seligmann, Consulting Engineer (Said amount being 15% of the 5% fee authorized of the estimated cost of construction of \$1,240,000.00).

b. \$1,000.00 as a Miscellaneous Expenses contingency Account.

2. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31997

EXTENDING THE LICENSE TO FROST NATIONAL BANK FOR CURB AND WALK-UP TELLER SERVICE UNTIL DECEMBER 31, 1964.

\* \* \* \* \*

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

1. The license granted to Frost National Bank by Ordinance No. 29322, PASSED and approved March 9, 1961, for street teller service in consideration of the payment of \$500.00 to the City, is hereby extended until December 31, 1964, upon the same terms and conditions.

2. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31998

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE COUNTY OF BEXAR TO PROVIDE FOR DISTRIBUTION OF SURPLUS COMMODITIES TO PAUPERS OF BEXAR COUNTY FOR ONE YEAR COMMENCING JANUARY 1, 1964 and TERMINATING DECEMBER 31, 1964.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to enter into a contract with Bexar County to provide for the distribution of surplus commodities to paupers of Bexar County for one year, commencing January 1, 1964 and terminating December 31, 1964.

2. Said Contract is attached hereto and incorporated by reference and made a part hereof.

3. PASSED AND APPROVED this 26th day of December, 1964.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

STATE OF TEXAS }  
COUNTY OF BEXAR }

AGREEMENT

WHEREAS, the Commissioners Court of Bexar County, Texas, under and by virtue of Section 11, Article 2351, V.A.T.S., is charged with the duty of providing for the support of paupers who are residents of this County and are unable to support themselves; and

WHEREAS, the Commissioners Court is further empowered by Section 17 of said Article 2351 to create a fund to be used in cooperation with the united States Department of Agriculture

for the distribution of surplus commodities to persons in need of assistance; and such section further provides (Paragraph D) that Commissioners Court may cooperate with any incorporated city within its boundaries on such conditions and requirements regarding the distribution of such surplus commodities as may be promulgated by such Commissioners Court; and

WHEREAS, it is the desire of the Commissioners Court to perform such duty as efficiently, effectively and economically as possible; and

WHEREAS, the County has set aside the sum of \$36,000.00 in its 1964 budget to carry on such work; and

WHEREAS, the City of San Antonio, an incorporated City within the County of Bexar, has heretofore created presently has in operation an agency of its government whose duties are to distribute surplus commodities to qualified and needy persons within the City of San Antonio; that such agency is staffed with competent administrators and social workers and maintains records to prevent wasteful duplications in the distribution of its supplies and to assure, as far as possible, the giving of assistance only to those qualified, resident, needy persons eligible for it; and

WHEREAS, it is the opinion of the Commissioners Court of Bexar County that the administration of the distribution of surplus commodities by, through and under one agency is the most economical and practical method available; and that a county-wide surplus commodities distribution program will be of the greatest benefit to all concerned;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That this agreement and contract by and between the County of Bexar, acting by and through its duly selected, qualified and authorized County Judge, Charles W. Anderson, hereinafter called the county, and the City of San Antonio, a duly incorporated city of Texas, acting by and through its duly appointed, qualified and authorized City Manager, B. Jack Shelley, hereinafter called the City.

W I T N E S S E T H :

1. That the terms of this contract shall begin on January 1, 1964, and terminate on December 31, 1964, unless otherwise terminated or extended as herein provided.

2. The City agrees to furnish services in the administration of surplus commodities in cooperation with the United States Department of Agriculture and the Texas State Department of Public Welfare to indigent and needy residents of Bexar County who live outside the corporate limits of the City of San Antonio, who shall qualify the assistance and be eligible to receive the surplus commodities by such rules, standards, and qualifications as may apply to the applicant involved; and in this connection, the rules, standards and qualifications promulgated by the Texas State Department of Public Welfare for rural residents, families or communities shall be used when applicable.

3. The City will furnish quarters, administration (which shall include all expenses of overhead and operations), case workers and labor for the distribution of surplus commodities throughout the entire county. However, where any assistance other than surplus commodities may be sought, the City is not obligated to furnish same outside of the City limits.

4. The City will submit to the County Commissioners Court, in care of the office of the County Auditor, regularly each month, a report specifying the amount of commodities issued and the number individuals and families residing in Bexar County, outside the City of San Antonio, who have received surplus commodities during the month.

5. The City shall submit a regular monthly statement for the services rendered by it for that month under this contract and the County shall reimburse the City in the amount of \$3,000.00 per month within ten days following the receipt of said statement.

6. The public Assistance Advisory Board will hereafter be known and designated as the City-County Public Assistance Advisory Board.

7. The County may appoint one official representative from each Commissioner's Precinct to said City-County Public Assistance Advisory Board who shall serve as a member of said Board for the duration of this contract, or any lesser term as may be directed by the Commissioners' Court.

8. The County shall have the right at all reasonable times to inspect the premises and operations of the distribution and administration under this contract by designating and authorizing an official representative to make any physical inventory of the surplus commodities and supplies on hand for the purpose of auditing, accounting, or as otherwise directed by the Court, insofar as same pertains to County business, and the City agreed to cooperate fully at all times with such representatives of the County and to allow the inspection, inventory, or auditing requested.

9. This contract may be extended for an additional year upon the mutual agreement of the parties. Representatives of both City and County shall confer during the first week of June, 1964, to decide upon whether any extension is desirable, and, if so, any modifications or adjustments necessary. Any matter pertaining to the financial conditions of this contract shall be submitted in sufficient time to be considered during the City's preliminary budget hearing.

10. This contract may be terminated by either party upon written notice given in advance by one to the other. Notice shall state the exact date of the termination of the services, and the City shall be bound to furnish all services to which it is obligated under this agreement through such date, and the County shall be obligated to pay the agreed compensation or reimbursement for such service through such date.

11. The agreements, conditions and terms of this contract shall, in every case, apply to, be binding upon and inure to the benefit of the parties hereto and their successors in office for its duration the same as if the successors were specifically named herein.

IN WITNESS WHEREOF, this agreement has been duly executed by the County of Bexar on this 13th day of December, 1963, and by the City of San Antonio on this 26th day of December, 1964, by the undersigned, authorized officials.

COUNTY OF BEXAR

BY: /s/ Charles W. Anderson,  
County Judge

ATTEST:

County Clerk  
Bexar County, Texas

By: /s/ Mary M. Ward  
Deputy

CITY OF SAN ANTONIO

ATTEST: /s/ J. H. Inselmann  
City Clerk

BY: /s/ B. JACK SHELLEY, City Mgr.

AN ORDINANCE 31999

AUTHORIZING THE EXECUTION OF A LEASE OF SPACE AT STINSON MUNICIPAL AIRPORT TO McDONALD AIRCRAFT ENGINES, INC.

\* \* \* \* \*

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

1. The City Manager is authorized to execute a lease of space (Lease Area #608) at Stinson Municipal Airport to McDonald Aircraft Engines, Inc.
2. A Copy of said lease is attached hereto and incorporated herein.
3. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

LEASE NO. 608

SAN ANTONIO AIRPORT LEASE

STATE OF TEXAS }  
COUNTY OF BEXAR }

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 31999, adopted December 26th, 1963, (hereinafter called "Lessor"), and McDonald Aircraft Engines, Inc., a private corporation, chartered under the laws of Texas, acting by and through its designated officers pursuant to its by-laws or a resolution of its board of directors, (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

The Lessor does hereby and by these presents demise and lease unto Lessee the following premises located at the Stinson Municipal Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas, as shown on Exhibit 2 which is attached hereto and made a part hereof:

A. Building: 9,502 Sq. Ft.

2. BASE RENTAL

Lessee agrees to pay Lessor monthly in advance the following rental:

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
Building 608	4,100	.36	1,476.00	\$123.00
Building 609	5,402	.24	1,302.48	108.54
				<u>\$231.54</u>

Plus or minus the amount of any adjustment resulting from the application of Standard Provision 2 of Exhibit 1 hereto.

3. TERM

The term of this lease shall be for the three (3) year period beginning November 15, 1963.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: overhaul of aircraft engines.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum), of \$100,000 for one person and \$250,000 for

one accident for personal injuries and \$50,000 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name lessor as a co-insured. Such policy shall contain THE following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificat(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

#### 6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$2,500 to Lessor, conditioned on satisfactory performance of all terms, conditions and shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City approved by the City Attorney of the City of San Antonio.

#### 7. FIRE INSURANCE

Fire and Extended Coverage Insurance on the building leased hereby in the amount of \$20,800 (80% co-insurance applicable) will be carried by Lessor. Lessee shall reimburse Lessor for the amount of premium (Plus 5%, but not less than \$2.00 per year, to cover Lessor's cost of handling) thereon during the term, hereof. Lessor shall bill Lessee therefor upon the commencement hereof and annually thereafter; payment to Lessor shall be made by Lessee within ten (10) days after such billing.

In the event said building is damaged by fire or other accidental cause during the term hereof so as to become totally or partially untenable, the Lessor shall have the option to restore the premises to their former condition. Lessor shall give Lessee notice in writing of the exercise of the option within 30 days of occurrence of such damage, if Lessor elects to exercise the option. If the option is exercised, Lessor shall proceed with due diligence to restore the premises; there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the premises, or part thereof, have been untenable. Should Lessor not exercise the part thereof, have been untenable. Should Lessor not exercise the option, the lease of such portion of the leased premises shall cease and terminate effective with the date of damage by fire or other accidental cause.

#### 8. FIELD USE CHARGES

Nothing contained herein shall be taken to relieve Lessee, his customers or others from any fuel flowage fees or other field use charges levied (or that may be levied) generally by Lessor, directly or indirectly, upon the operation of aircraft at the Airport.

#### 9. PAYMENT FOR FUEL

It is an express condition hereof that Lessee make prompt payment to Lessor for fuel and oil sold Lessee by Lessor. Failure to make any such payment within ten days of billing by Lessor shall be cause for immediate termination hereof upon written notice to Lessee, at Lessor's option.

#### 10. STANDARD PROVISIONS AND COVENANTS

The Standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made a part hereof, except Paragraphs 1 and 6 which have been deleted therefrom.

EXECUTED this 26th day of December, 1963.

ATTEST: J. H. Inselmann  
City Clerk

CITY OF SAN ANTONIO, Lessor

BY: DAVID A. HARNER  
Assistant City Manager

ATTEST: Secretary

McDONALD AIRCRAFT ENGINES, INC.

BY: F. R. McDonald  
President

Hangar #9, Stinson Field,  
(Mailing Address)  
San Antonio, Texas

#### 2. ADJUSTMENTS IN RENTAL RATES

A. Beginning January 1, 1962, and annually thereafter during the term of this lease, renewal or extension of said lease, the rental shall be adjusted for the ensuing year according to any increase or decrease in:

- (a) The average of the monthly indices published by the Bureau of Labor Statistics, U. S. Department of Labor, for AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and WHOLESALe PRICES - ALL COMMODITIES for the 12-month period ending with September 30 of the preceding calendar year.

as compared to

- (b) The average of the above-named indices for the 12-month period ending with September 30, 1961.

The computation for said adjustment shall be as follows:

$$\frac{(a)}{(b)} \text{ Base Rental Rate(s)} = \text{Adjusted Rental Rate(s)}$$

That is, the base rental rate shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the twelve monthly indices of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and of WHOLESale PRICES - ALL COMMODITIES for the 12-month period ending September 30, 1961, and the numerator of which shall be the similar common average for the twelve months ending September 30 of the calendar year immediately preceding the adjustment date. All index figures used must be final.

B. Provided, however, that in the event the adjusted rental rate reaches an amount which is a variation of as much as 25% from the base rental rate, the rentals to be paid under this lease may be the subject of renegotiation at the end of any calendar year at the option of either party. In such event, notice of the exercise of this option, if such be done, shall be given in writing to the other party on or before the last day of that calendar year. During such renegotiation period the new adjusted rental rate shall apply. If renegotiation does not result in agreement on or before the 60th day after such notice was given, either party hereto may terminate this lease upon 30 days' written notice to the other.

C. The base rental rate(s) shall be understood to be the rental rate(s) set forth in this agreement (Par. 2, page 1); the adjusted rental rate(s) shall be understood to mean such base rental rate(s) plus or minus any increase or decrease computed according to the formula set out in Paragraph A above.

d. This provision shall be effective in this manner as long as both indices above mentioned are published by the said government authorities in same form and based on the same data as at the date of the granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and lessor in the event of change in form and/or bases of indices.

E. The average of the twelve monthly indices for the year ending September 30, 1961, of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING is 103.2, and the similar average of indices for WHOLESale PRICES - ALL COMMODITIES is 100.5; the common average of the two averages for the twelve months ending September 30, is 101.9. All calculations to determine increases shall use this common average as the denominator (b) in the formula in Paragraph A above.

### 3. USE(S) OF PREMISES:

A. Lessee shall have the right to use, in common with other persons, all facilities at Stinson Municipal Airport in such manner as may be necessary or convenient to the conduct of Lessee's business. Use of such facilities is and shall be subject to regulation by ordinance(s) or rules adopted by the City of San Antonio.

B. Lessee may construct, alter or extend improvements on the leased premises only in accordance with the provisions of Paragraph 4 below.

### 4. COVENANTS BY LESSEE

#### A. ADDITIONAL CONSTRUCTION:

Construction of new improvements, or of additions or alterations to existing improvements, on the leased premises may be done by Lessee only after submission of acceptable plans for same to Lessor and receipts of written approval from Lessor. Such construction shall be in compliance with applicable ordinances of the City of San Antonio.

#### B. MAINTENANCE:

(1) Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at least equal in appearance and character to other similar improvements on said Airport. In this connection, lessee will keep the structure(s) on the leased premises painted and in good repair, and will keep grass mowed.

(2). Exhibit 3 attached hereto and incorporated herein, lists equipment and fixtures owned by Lessor located on the leased premises. Lessee shall maintain such items in good working order, subject only to normal wear and tear. Any replacement of any of such items during the term of this lease shall be at Lessee's expense.

#### C. PAYMENT OF TAXES, ETC.:

It is an express condition of this lease that Lessee shall pay all federal, state and local government taxes, license fees and occupation taxes levied on the business conducted on the leased premises, or on any of Lessee's property used in connection therewith. Delinquency in payment of such obligations, at the option of Lessor, shall be cause for termination of this lease.

#### D. SIGNS:

Lessee will erect no signs and will distribute no advertising matter at Airport without the written consent of Lessor's Director of Aviation.

#### E. REGULATIONS:

Lessee's officers, agents, employees and servants will obey all rules and regulations which may be promulgated by Lessor or its authorized agents in charge of the Airport, or by other lawful authority, to insure the safe and orderly conduct of operations and traffic on the airport.

#### F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

Lessee will not, directly or indirectly assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises, without the prior written consent of Lessor.

#### G. REMOVAL OF TRASH:

Lessee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the demised premises, is prohibited. As long as

normal municipal services provide for the collection and disposal of waste or of certain types of waste in the same general area of the airport, Lessee may be served by same provided it abides by the regulations and ordinances applicable thereto. In the event such service is not available or is discontinued, Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the operation of its business.

H. INDEMNITY:

Lessee agrees to indemnify and hold Lessor Harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants.

I. UTILITIES:

Lessee shall pay for all utilities used on the leased premises, including installation of any utility lines or facilities in addition to those now in place.

J. CONDITION OF PREMISES:

Lessee acknowledges that he has examined the premises and knows the condition thereof, and accepts the premises in its present condition.

k. QUALITY OF SERVICES:

Lessee will at all times, furnish good, prompt and efficient commercial services adequate to meet all the demands for such services at the airport and to furnish said services on a non-discriminatory basis to all users thereof, and will charge non-discriminatory prices for each unit of sale or service; provided, that the Lessee will be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

L. HOLDING OVER

Should Lessee remain in possession of the leased premises without Lessor's consent after the terminal of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not operate as giving Lessee any right to remain in possession nor shall it constitute a waiver by Lessor of its right to immediate possession.

M. ATTORNEY FEES:

In the event it is necessary that Lessor bring suit to enforce any provision(s) of this lease, Lessee shall be liable to Lessor for reasonable Attorney's fees.

5. LESSOR'S OPTION TO CANCEL

Lessor may cancel this lease by giving Lessee thirty (30) days' written notice, upon or after the happening of any one of the following events:

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- D. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's leasehold interest by execution or other process of law.
- G. The divestiture of Lessee's estate herein by other operation of law.
- H. The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within twenty (20) days after receipt from Lessor of written notice to remedy same. No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default.

7. TIME OF EMERGENCY

During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States for government use, and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

8. SPONSOR'S ASSURANCE SUBORDINATION

This lease shall be subordinate to the provisions of any existing or future agreement between lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall not be held liable therefor.

9. REPLACEMENT AFTER DAMAGE

It is agreed between the parties hereto that, in the event said building is damaged by fire or other accidental cause during the term hereof so as to become totally or partially untenable, the Lessor shall have the option to restore the premises to their former condition. Lessor shall give Lessee notice in writing of the exercise of the option within 30 days of occurrence of such damage, if Lessor elects to exercise the option. If the option is exercised, Lessor shall proceed with due diligence to restore the premises; there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the premises, or part thereof, have been untenable. Should Lessor not exercise the option, the lease of such portion of the leased premises shall cease and terminate effective with the date of damage by fire or other accidental cause.

#### 10. GENERAL

##### A. PAYMENTS:

All charges and payments that become due and payable by the Lessee shall be made to the City of San Antonio, office of the Director of Aviation, San Antonio International Airport, San Antonio, Bexar County, Texas.

##### B. LANDLORD'S LIEN:

Lessee hereby gives to the Lessor a lien upon all of his property, now or at any time hereafter placed in or upon the said premises, to secure the prompt payment of the charges herein stipulated to be paid for the use of said premises all exemptions of such property, or any of it, being hereby waived.

##### C. RIGHT OF INSPECTION:

Lessor reserves the right to conduct inspections, at reasonable times, of the leased premises to insure that fire, safety, and sanitation regulations and other provisions contained in this lease are being adhered to by the Lessee.

##### D. HEADINGS:

The paragraph headings contained herein are for convenience in reference and are not intended to define, extend or limit the scope of any provision of this agreement.

##### E. NOTICES:

Notices to lessor shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Manager of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to Lessee at the address shown on page 2.

#### AN ORDINANCE 32000

AUTHORIZING EXECUTION OF AN ASSIGNMENT OF A LEASE AT INTERNATIONAL AIRPORT  
BY EXECUTIVE AIRLINES TO GULF OIL CORPORATION.  
\* \* \* \* \*

WHEREAS, a ground lease (Lease Area 334) at San Antonio International Airport to Executive Airlines, Inc., was authorized by Ordinance 30992 of December 26, 1962; and,

WHEREAS, an amendment to said lease was authorized by Ordinance 31123 adopted February 13, 1963; and,

WHEREAS, certain subleases have been made and have been approved by Ordinances No. 31447 of June 12, 1963, and No. 31892 of November 14, 1963; and,

WHEREAS, said lessee, Executive Airlines, Inc., has requested the City to execute an option agreement authorizing lessee to assign such lease to Gulf Oil Corporation; NOW, THEREFORE:

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

1. The City Manager is authorized to execute an Option Agreement and Assignment of Lease providing for the assignment of the aforesaid lease as amended by Executive Airlines, Inc., to Gulf Oil Corporation pursuant to the terms of such instruments, a copy of each being attached hereto and incorporated herein for all purposes, subject to the following terms and conditions:

- (a) Executive Airlines, Inc., a Texas private corporation, (hereinafter called "Lessee") and Gulf Oil Corporation, a private corporation chartered under the laws of the State of Pennsylvania, (hereinafter called "Gulf") acting by and through their designated officers pursuant to their by-laws or to resolutions of their respective boards of directors, do accept the terms and conditions contained herein.
- (b) United States Fidelity and Guaranty Company, surety on Lessee's bond on the aforesaid lease as amended, agrees that the proposed assignment, if and when it is effective, shall not release such surety company from its obligations on said bond.
- (c) Said Lessee and Gulf shall each be obligated to give notice to the City of exercise of the option of assignment set forth in the attached instruments. Any notice to City required hereby or by the attached instruments shall be given pursuant to Art. IX, Par. 9, of the aforesaid lease.
- (d) City agrees to give thirty days written notice to Gulf of any default by Lessee of any terms of said lease for which City could cancel said lease prior to cancellation in order that Gulf might cure such default. Any notice to Gulf required hereunder shall be sufficient if sent registered or certified mail to the address shown below.

- (e) In the event Gulf exercises its option under the attached instruments, it may substitute itself as lessee under the aforesaid lease and Gulf may sublet the premises, subject to approval by City of the sublessee and provided that Gulf remains primarily liable if it sublets.

2. It is agreed that neither the City's agreements contained herein nor its approval of the attached instruments shall be construed in such manner as to constitute a violation by City of applicable laws and regulations of the United States or of the State of Texas, of the Charter of the City of San Antonio, or of ordinance-indentures securing airport revenue bonds issued by City.

3. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

4. ACCEPTED AND AGREED to in all things this 20th day of December, 1963.

EXECUTIVE AIRLINES, INC.,  
Lessee

ATTEST: /s/ Guy Addridge  
Secretary

BY: John T. Laney  
President

GULF OIL CORPORATION

ATTEST: Joyce A. Trusdel  
Secretary

BY: /s/ A. G. Fischer  
Sales Manager  
(Title)

P. O. Box 8337 Wainwright  
Station, San Antonio,  
Texas. (Mailing Address)

OPTION AGREEMENT

For and in consideration of One Dollar (\$1.00) and other valuable considerations received from GULF OIL CORPORATION, a corporation, the undersigned, EXECUTIVE AIRLINES, INC., hereinafter called "Grantor", whose post office address is 206 East Terminal Drive, San Antonio, Texas, on behalf of itself, its successors and assigns, has this day bargained, granted and sold, and by these presents does bargain, grant and sell unto said GULF OIL CORPORATION, hereinafter called "Grantee", its successors and assigns, an irrevocable option to have assigned to GULF OIL CORPORATION by EXECUTIVE AIRLINES, INC., that certain Lease Agreement dated December 26, 1962, as amended February 13, 1963, wherein the City of San Antonio, Bexar County, Texas, as Lessor, leased to EXECUTIVE AIRLINES, INC., two tracts of land situated on the San Antonio Municipal Airport premises at San Antonio, Bexar County, Texas, and further described in said Lease Agreement and amendment thereto. Assignment of said Lease Agreement, as amended, has been duly signed and acknowledged and is made a part hereof, but shall not become effective unless and until the option herein granted is exercised in the manner hereinafter prescribed. The option hereby granted may be exercised by Grantee, its successors and assigns, at any time between the 15th day of January, 1964, and the 14th day of January, 1984, upon the happening of any one or more of the following conditions:

- (a) In the event the undersigned should for any reason fail to complete the buildings and improvements on said premises in accordance with plans and specifications submitted to and approved by Gulf Oil Corporation, or cease to operate itself the business presently conducted on said premises.
- (b) Upon the breach by the undersigned of any of the conditions of a Sales Agreement between the parties, of even date herewith.
- (c) The termination of said Sales Agreement by operation of law, or other cause not attributable to an act of said Gulf Oil Corporation, or by mutual consent.
- (d) Failure to pay any of the monthly installments or accrued interest as provided in promissory note dated February 26, 1963, payable to Gulf Oil Corporation, or order, in the amount of \$200,000.00, and promissory note of even date herewith in the amount of \$48,500.
- (e) Failure of Grantor to keep and perform all of the undertakings and obligations assumed by it under that certain Deed of Trust dated February 26, 1963, and Deed of Trust of even date herewith covering all of Grantor's right, title and interest in and to the above mentioned Lease Agreement between Grantor, as Lessee, and the City of San Antonio, Bexar County, Texas, as Lessor.
- (f) Default by Grantor in the performance of its obligations as Lessee under the aforementioned Lease Agreement with the City of San Antonio, Texas, as Lessor, providing such default gives rise to a right of cancellation of said Lease by the City of San Antonio.

Failure to exercise said option shall not waive Grantee's right to do so at any time between the dates mentioned.

The Assignment of said Lease Agreement shall be effective when this option is exercised by Grantee by written notice of Grantee's election to have said Lease Agreement assigned to it, which notice shall be mailed to Grantor at the above address.

This Agreement is in lieu of and supersedes, as of the effective date hereof, the option Agreement dated February 26, 1963.

EXECUTED in triplicate this 18th day of December, 1963.

EXECUTIVE AIRLINES, INC.

John T. Laney, President

ACCEPTED AND APPROVED  
CITY OF SAN ANTONIO, TEXAS

/s/ David A. Harner  
Assistant City Manager

ATTEST: J. H. INSELMANN  
City Clerk

ASSIGNMENT OF LEASE

STATE OF TEXAS  
"  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of Ten and No/100 Dollars(\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, EXECUTIVE AIRLINES, INC., has assigned, transferred and conveyed and does hereby assign, transfer and convey to GULF OIL CORPORATION that certain Lease Agreement dated December 26, 1962, as amended February 13, 1963, by and between the CITY OF SAN ANTONIO, Bexar County, Texas, as Lessor, and EXECUTIVE AIRLINES, INC., as Lessee, covering premises situated on the San Antonio International Airport in the City of San Antonio, Bexar County, Texas, and more particularly described by metes and bounds as follows:

(See Schedule "A" attached hereto and made part hereof.)

AND EXECUTIVE AIRLINES, INC., does further assign, transfer and convey to said GULF OIL CORPORATION all its right, title and interest in and to the buildings and improvements thereon or hereafter to be placed thereon and all and singular the rights and appurtenances belonging to or in anywise incident or appertaining to said property and premises insofar as it has any right, title and interest therein under the terms of said Lease Agreement.

TO HAVE AND TO HOLD the same for and during the remainder of the term mentioned in said Lease Agreement. And EXECUTIVE AIRLINES, INC., DOES hereby covenant that the said assigned

SCHEDULE A.

Located at San Antonio International Airport, San Antonio, Bexar County, Texas, and described as follows:

LEASE AREA 334

BEGINNING at a nail set in the intersection of the southwest line of Taxiway B and the Center line of a 30 foot road, said point also being approximately 1,000.0 feet southwest of the Northwest-Southeast runway;

THENCE; in a Westerly direction along the center line of said 30 foot road a distance of 372.44 feet to a point;

THENCE; in a north-northwesterly direction along a line 400.0 feet from and parallel to the center line of Taxiway B a distance of 441.78 feet to the point of beginning of this tract;

THENCE in a westerly direction along a line parallel to said 30 foot road a distance of 410.97 feet to the most southerly corner of this tract;

THENCE; in a north-northwesterly direction parallel to Taxiway B a distance of 233.68 feet to an inside corner;

THENCE in a northwesterly direction parallel to Taxiway I a distance of 339.19 feet to the most westerly corner of this tract;

THENCE in a northeasterly direction at the right angles to Taxiway I a distance of 400.0 feet to the most northerly corner of this tract;

THENCE in a southeasterly direction along a line parallel to and 400.0 feet from the center line of Taxiway I a distance of 453.82 feet to a corner;

THENCE in a south-southeasterly direction along a line parallel to and 400.0 feet from the center line of Taxiway B a distance of 442.29 feet to the corner and the point of beginning of this tract, and containing 293,785 square feet, more or less; and

LEASE AREA 334-A

From a point which is the most Easterly corner and Point of Beginning of Lease Area 334 of the subject lease of this amendment, and shown on the Exhibits thereof, proceed with the South line of said Lease Area 334 a distance of 410.97 feet to a corner of Lease Area 334 which is the Point of Beginning for this tract, Lease Area 334-A;

THENCE continue in a Westerly direction with the extended South line of Tract 334 a distance of 289.98 feet to a corner;

THENCE proceed in a direction 90 degrees to the right a distance of 463.63 feet to the most Northerly corner of this tract, being in the 339.19 foot NW-SE line of Lease Area 334;

THENCE proceed in a Southeasterly direction with said line of Lease Area 334 a distance of 334.93 feet to a corner of this tract and also an inside corner of said Lease Area 334;

THENCE proceed in a south-Southeasterly direction with a 233.68 foot line of Lease Area 334 in same distance of 233.68 feet to the Point of beginning of this tract, and containing 87,783 square feet, more or less.

leasehold is free from all other gifts, grants, bargains, sales, leases and encumbrances by it suffered, made or created.

EXECUTED this 18th day of December, 1963.

EXECUTIVE AIRLINES, INC.  
/s/ John J. Laney,  
President

ACCEPTED AND APPROVED

CITY OF SAN ANTONIO, TEXAS

David A. Harner  
Assistant City Manager

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32001

MANIFESTING AN AMENDMENT TO EXTEND THE TERM OF A LEASE TO ALL AMERICAN MAINTENANCE OF SPACE AT INTERNATIONAL AIRPORT UNTIL DECEMBER 31, 1964.

\* \* \* \* \*

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

1. This ordinance manifests an agreement between the City, as Lessor, and All American Maintenance, Inc., a Texas private corporation acting by and through its designated officers pursuant to its by-laws or a resolution of its board of directors, as Lessee, to extend the Lease (approved by Ordinance 30161 as amended) of space in Hangar 2 at San Antonio International Airport for an additional one-year term ending December 31, 1964, upon the same terms and conditions.

2. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32002

AUTHORIZING ONE ADDITIONAL EMPLOYEE POSITION, SAN ANTONIO INTERNATIONAL AIRPORT #12-02-01, AUTHORIZING TWO ADDITIONAL EMPLOYEE POSITIONS, SAN ANTONIO INTERNATIONAL AIRPORT #12-02-03, AND AUTHORIZING THE TRANSFER OF THE SUM OF \$6,005.00 FROM CONTINGENCY ACCOUNT #12-02-08 TO ACCOUNTS #12-02-01 AND #12-02-03.

\* \* \* \* \*

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

1. The following additional employee position is hereby authorized for San Antonio International Airport, #12-02-01:

<u>Class Title</u>	<u>AMOUNT</u>	<u>Range</u>
Building Maintenance Foreman	1	18

2. The following additional employee positions are hereby authorized for San Antonio International Airport, #12-02-03:

<u>Class Title</u>	<u>AMOUNT</u>	<u>Range</u>
Custodial Workers	2	5

3. The transfer of the sum of \$6,005.00 from the Contingency Account #12-02-08 is hereby authorized to the following operating accounts and their respective codes in the following amounts:

#12-02-01	
Code 1-10	\$2,975.00
Code 4-01	108.00
#12-02-03	
Code 1-10	\$2,820.00
Code 4-01	102.00

4. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 32003

AUTHORIZING EXECUTION OF A PARTIAL RELEASE OF A JUDGMENT LIEN HELD BY THE CITY AS TO PROPERTY BEING ACQUIRED BY THE TEXAS HIGHWAY DEPARTMENT FOR AN INTERSTATE HIGHWAY PROJECT.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute a partial release of a judgment lien which the City has under judgment dated December 28, 1956, Cause No. 46572, in County Court at Law No. 1 of Bexar County, Texas, the property being released being described in the Partial Release of Judgment Lien which is attached hereto and incorporated herein for all purposes.

2. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## PARTIAL RELEASE OF JUDGMENT LIEN

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

WHEREAS, the City of San Antonio, Bexar County, Texas, in a suit to condemn for public use certain real property described below, in Cause No. 46572, in County Court at Law No. 1, of the said county, obtained a judgment, dated December 28, 1965, against Eugenio V. Hernandez and Esperanza V. Hernandez, in which judgment the said City was awarded the right to condemn and take for public use the following described property, to-wit:

Being the West 16.67 feet of Lot 19, Block 1 and the East part of Lot 20, Block 1, New City Block 3904, situated within the corporate Limits of the City of San Antonio, Texas, (Bexar County); and

WHEREAS, in the said judgment (which is recorded at Vol.51, P. 316, of the Judgment Records of said County), the said Eugenio V. Hernandez and Esperanza V. Hernandez were ordered to post a remittitur of \$200.00; and

WHEREAS, the said remittitur has not been paid into the registry of the court; and

WHEREAS, the State of Texas for highway purposes is taking the following described property, to-wit:

0.0348 of one acre of land, more or less, in New City Block 3904, in the City of San Antonio, same being out of and a part of Lot 20, Block 1, San Fernando Addition, according to the plat of said subdivision of record in Volume 105, Page 31, Plat Records of Bexar County, Texas, which Lot 20 was conveyed to Eugenio V. Hernandez and wife, Esperanza Hernandez, by deed dated December 3, 1948 of record in Volume 2617, at Page 62, Deed Records of said County, which 0.0348 of one acre of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Lot 20, Block 1, New City Block 3904, in the City of San Antonio, said point being the intersection of the division line between Lots 20 and 21 with the north line of Saldana Street, which point is on the west right of way line of the proposed location of Interstate Highway 35 and Interstate Highway 10 Interchange;

THENCE, NORTH 04° 44' 42" East a distance of 125.46 feet along said proposed west right of way line of said Interstate Highway Interchange to a point for a corner on the division line between Lot 20, Block 1, New City Block 3904 and Lot 13, West one-half Block 11, New City Block 2648, said point being easterly 10.88 feet along said lot and New City Block division line from the northwest corner of Lot 20;

THENCE; NORTH 89° 50' 40" East a distance of 14.13 feet along said Lot and New City Block division line to a point for a corner on the existing west line of Interstate Highway 35;

THENCE; along said west line of Interstate Highway 35 as follows:

SOUTH 00° 13' 40" East a distance of 6.95 feet to an angle point; and

SOUTH 07° 22' 23" West a distance of 119.08 feet to a point for a corner on the south line of Lot 20 and the north line of Saldana Street;

THENCE, SOUTH 89° 50' 40" West a distance of 9.25 feet along said south line of Lot 20 and the North line of Saldana Street to the point of BEGINNING.

WHEREAS, the said Eugenio V. Hernandez and Esperanza V. Hernandez will still own and have as a remainder the following described property, to-wit:

All of lots 22 and 21 and a westerly triangular shaped portion of Lot 20, Block 1, New City Block 3904, in the City of San Antonio, Bexar County, Texas; and

WHEREAS, the City of San Antonio will not assert its lien against the property taken by the State of Texas;

NOW, THEREFORE, the City of San Antonio, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance 32003, does hereby release, remise, and quit claim unto the State of Texas any right, title, interest, claim, and demand in and to the property, above described taken for highway purposes, which it have as the result of the said judgment.

EXECUTED this 26th day of December, 1963.

CITY OF SAN ANTONIO  
David A. Harner  
BY: Assistant City Manager

Project: Fresno & Olmos Paving  
Parcels: 5685 and 5686

AN ORDINANCE 32004

APPROPRIATING \$1,744.85 OUT OF STREET IMPROVEMENT BONDS, 1957, #479-10, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF LORRAINE V. FERRELL, A FEME SOLE AND ILA VINTON, A FEME SOLE, OWNERS, AND CECILLE LEVY AUGUST, A LIENHOLDER OF RECORD AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-12, COUNTY CIVIL COURT AT LAW OF BEXAR COUNTY, TEXAS FOR A PORTION OF DEFENDANTS' PROPERTY ON OLMOS DRIVE NEEDED FOR STREET WIDENING, AND FOR ALL COURT COSTS WHICH HAVE ACCRUED IN SAID CAUSE NO. C-12.

\* \* \* \* \*

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

1. The sum of \$1,744.85 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10, payable to the County Clerk of Bexar County, subject to the order of Lorraine V. Ferrell, a feme sole and Ila Vinton, a feme sole, owners, and Cecille Levy August, a lienholder of record, as their interests may appear, of which amount the sum of \$1,500.00 represents the Award of Special Commissioners for a portion of Defendants' property on Olmos Drive needed for a portion of Defendants' property on Olmos Drive needed for street widening, and the sum of \$244.85 represents the amount of court costs which have accrued in said Cause No. C-12 in the County Civil Court at Law of Bexar County, Texas.

2. PASSED AND APPROVED THIS 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

Project: Fresno & Olmos Paving  
Parcel: 5670

AN ORDINANCE 32005

APPROPRIATING \$488.20 OUT OF STREET IMPROVEMENT BONDS, 1957, #479-10, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF HARRISON WILSON, AND IF MARRIED, THE WIFE OF HARRISON WILSON, AND IF MARRIED ON SEPTEMBER 21st, 1931, THE WIFE OF HARRISON WILSON ON SEPTEMBER 21, 1931, WHOSE NAMES AND ADDRESSES ARE UNKNOWN, IF SUCH PERSONS ARE LIVING, BUT IF ONE OR MORE ARE DECEASED, THEN THE HEIRS OF SUCH DECEASED PERSON OR PERSONS WHOSE NAMES AND RESIDENCES ARE UNKNOWN, TOGETHER WITH ANY CLAIMANTS TO THE PROPERTY WHOSE NAMES AND RESIDENCES ARE UNKNOWN AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-11, COUNTY CIVIL COURT AT LAW OF BEXAR COUNTY, TEXAS FOR A PORTION OF DEFENDANTS' PROPERTY ON OLMOS DRIVE NEEDED FOR STREET WIDENING, AND FOR ALL COURT COSTS WHICH HAVE ACCRUED IN SAID CAUSE NO. C-11.

\* \* \* \* \*

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

1. The sum of \$488.20 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10, payable to the County Clerk of Bexar County, Subject to the order of Harrison Wilson, and if married, the wife of Harrison Wilson, and if married on September 21st, 1931, the wife of Harrison Wilson on September 21st, 1931, whose names and addresses are unknown, if such persons are living, but if one or more are deceased, then the heirs of such deceased person or persons whose names and residences are unknown, together with any claimants to the property whose names and residences are unknown as their interests may appear, of which amount the sum of \$170.00 represents the award of Special Commissioners for a portion of Defendants' property on Olmos Drive needed for street widening, and the sum of \$318.20 represents the amount of court costs which have accrued in said cause No. C-11 in the County Civil Court at Law of Bexar County, Texas.

2. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 32006

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$377.34 TO CHAS. G. DAVIS, BEXAR COUNTY TAX ASSESSOR COLLECTOR, DUE TO OVER-PAYMENT OF TAXES.

\* \* \* \* \*

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

That the Director of Finance is hereby authorized to make the following refund out of Account 303 to the following named individual, as indicated:

Amount:	\$377.34
Payable to:	Chas. G. Davis, Bexar County Tax Assessor - Collector, Bexar County Court House, San Antonio, Texas
Reason:	Refund of overpayment on N 83 Ft of Cir 6 Arb A5, NCB 2664, Account No. 42-989. This is for county taxes which was included in check to City of San Antonio as result of Judgment in Cause No. C-13290.

PASSED and APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

## AN ORDINANCE 32007

GRANTING TAX EXEMPTION OF CERTAIN PROPERTIES OWNED BY VARIOUS RELIGIOUS AND CHARITABLE ORGANIZATIONS.

\* \* \* \* \*

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

1. That the property owned by the Huisache Avenue Baptist Church, the same being Lot 10, Block 45, New City Block 2738, Account No. 42-1071, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation: therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: A one story frame structure is situated on this property and regular Sunday School classes are being conducted therein by the Huisache Avenue Baptist Church.

2. That the property owned by the Trinity Baptist Church of San Antonio, Texas the same being Lots 23 & E. 1/2 of 22, Block 5, New City Block 7294, Account No. 81-1553, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt for taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this property consist of a one story frame structure, wherein regular Sunday School classes are being conducted by the Trinity Baptist Church of San Antonio, Texas.

3. That the property owned by the Kingsborough Christian Church, the same being Lot 14, New City Block 11156, Account No. 584-2126-96, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation: therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The kingsborough Christian Church has been constructed on this property and regular religious services are being conducted therein.

4. That the property owned by the Redeemer Lutheran Church, the same being on the E. 40' of Lot 17 & 10" of Lot 18, Block 17, New City Block 6707, Account No. 72-2197, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation: therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt fro taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: the improvement on this property consists of an addition to the Redeemer Lutheran day school wherein regular classes are currently being held.

5. That the property owned by the St. Luke's Episcopal Church of San Antonio, the same being Lot 28, Block 2, New City Block 13147, Account No. 620-2078, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation: therefore, tax exemption from City Taxes

is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: A residence is situated on this property that is owned by St. Luke's Episcopal Church, and is occupied by Rev. H. Thompson Rodman.

6. That the property owned by the Congregation of Jehovah's Witnesses West Unit, the same being Lot 6, Block 22, New City Block 3686, Account No. 57-1339, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the Tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1960, 1961 and 1962, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The improvement on this property consists of a concrete block church that was constructed in 1959 and regular religious services have been conducted therein since its completion.

7. That the property owned by the Episcopal Church Corporation in West Texas, the same being lot 1, Block 5, New City Block 10318, Account No. 132-2711, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation: therefore, Tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: St. Phillips Episcopal Church has been constructed on this property and regular religious services have been conducted therein.

8. That the property owned by the Patton Heights Church of Christ, the same being Lot 6, Block 207, New City Block 11035, Account No. 581-1612, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation: therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvements on this property consists of a one story residence owned by the Patton Heights Church of Christ and is currently occupied by Rev. Elbert Lewis and his family.

9. That the property owned by the Highland Hills Baptist Church, the same being Lot 6, Block 27, New City Block 12141, Account No. 165-900, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation: therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvements on this property consists of a one story residence and is currently occupied by Rev. Paul Williams and his family.

10. That the property owned by the South San Antonio Assembly of God Church, the same being Lot 13, Block 47, New City Block 8937, Account No. 548-639, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation: therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The foregoing described property has been graveled and is utilized by members of the South San Antonio Assembly of God Church for parking purposes while attending religious services.

11. That the property owned by the Madison Square Presbyterian Church, the same being Lots 15, 16, 17 & 18, Block 13, New City Block 797, Account Nos. 12-3147 and 12-3149, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation: therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The foregoing described lots have been paved and are utilized by members of the Madison Square Presbyterian Church for parking purposes while attending religious services.

12. That the property owned by the South San Antonio assembly of God Church, the same being Lot 14, Block 47, New City Block 8937, Account No. 548-640, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax years 1959 and through 1962, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: A structure located on this property was remodeled in 1959 into a Sunday School and has been in use for that purpose since that date.

13. That the property owned by the South San Antonio Baptist Church, the same being on the S. 1/2 of Lot 8, Block 18, New City Block 8758, Account No. 542-3319, located in the City of San Antonio, Texas, (Bexar County,) be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and laws of the State of Texas.

NOTE: The improvement on this property consists of a one story frame structure wherein regular religious services are held.

14. That the property owned by the Sisters of The Apostolate of the Blessed Sacrement, Inc., the same being Lot 21, Block 1, New City Block 1011, Account No. 18-261, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this property consists of a one story frame structure that is located adjacent to the convent and now forms a part of said Convent property.

15. That the property owned by the Most Rev. Robert E. Lucey, Archbishop of San Antonio, the same being Lot 42, New City Block 861, Account No. 15-748, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963 and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this property consists of an addition, constructed in 1963, to Our Lady of Sorrows School.

16. That the property owned by the Salvation Army, A Texas Corp., the same being Lots 6 & 7, Block 40, New City Block 557, Account No. 9-2017, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1959 and through 1963, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The structure located on this property is owned by the Salvation Army and is utilized as a welfare center and temporary quarters for indigent Transients.

17. That the property owned by the Agudas Achim Synagogue, the same being Lots 20 thru 35, Block 5, New City Block 8179, Account Nos. 93-4073 through 93-4088, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax years 1956 through 1962, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The foregoing described property owned by the Agudas Achim Synagogue and is utilized by members of the Synagogue for parking purposes and as a recreation area for the Boy Scouts.

18. That the property owned by the Highlands Christian Church, the same being Lots 16, 17, 18 and E. 1/2 of 33, all of 34 & 35 and W. 1/2 of 36, Block 4, New City Block 109-39, Account Nos. 144-1189 through 144-1191 and 144-1204 through 144-1206, located in the City of San Antonio Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1963, and to continue from year to year as long as said property continues to qualify for tax exemption under the constitution and Laws of the State of Texas.

NOTE: The improvements located on this property consists of a frame structure owned by the Highlands Christian Church that is being utilized in connection with the activities of the organization.

PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 32008

AUTHORIZING THE PAYMENT OF THE SUM OF \$3,225 FROM THE GENERAL FUND ACCOUNT #11-02-01 CODE 5-12 TO THE CITY WATER BOARD FOR THE PURCHASE AND INSTALLATION OF 30 HP, 1800 RPM MOTOR & APPURTENANCES ON THE SAN ANTONIO, RIVER IN BRACKENRIDGE PARK.

\* \* \* \* \*

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

1. The sum of \$3,225.00 from General Fund Account #11-02-01, Code 5-12 is hereby authorized to be paid to the City Water Board for the purchase and installation of 30 HP, 1800 RPM motor & Appurtenances on the San Antonio River in Brackenridge Park.

2. PASSED AND APPROVED this 26th day of December, 1963.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk