

AN ORDINANCE

35804

AUTHORIZING PURCHASE OF A PARCEL OF PROPERTY IN URBAN RENEWAL CIVIC CENTER PROJECT, TEX. R-83 FROM THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO FOR A CONSIDERATION OF \$64,368.39; APPROPRIATING FUNDS THEREFOR; AUTHORIZING PAYMENT OF \$64,368.39 OUT OF URBAN RENEWAL BONDS, FUND NO. 489-07, TO THE ALAMO TITLE COMPANY AS ESCROW AGENT IN CONNECTION THEREWITH; AND AUTHORIZING THE EXECUTION OF CONTRACT FOR REDEVELOPMENT PERTAINING TO SAID PROJECT.

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WHEREAS, the City is engaged in the development of a marina and parking facility located within the Civic Center Project, Tex. R-83; and

WHEREAS, certain land is needed in connection with said project presently under ownership by the Urban Renewal Agency of the City of San Antonio; and

WHEREAS, the purchase price of said property has been agreed upon between the Agency and the City; NOW, THEREFORE:

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

SECTION 1. The purchase of 0.430 acres of land out of New City Block 170, being Parcel 2 in proposed Block 1, New City Block 13812 from the Urban Renewal Agency for a total consideration of \$64,368.39, said property being more particularly described in a Deed from the Agency to the City is hereby accepted and the purchase is hereby authorized.

SECTION 2. The sum of \$64,368.39 is hereby appropriated out of Urban Renewal Bonds, Fund No. 489-07, and payment thereof is hereby authorized to be made to Alamo Title Company as Escrow Agent in connection with the purchase authorized in paragraph 1. above.

SECTION 3. A copy of the Warranty Deed describing the parcel by metes and bounds is attached hereto and its terms are incorporated herein by reference.

SECTION 4. The City Manager is hereby authorized to execute a Contract for Redevelopment of said property by the City of San Antonio with the Urban Renewal Agency in connection with the purchase of the parcel authorized in Section 1. above and said Contract is on file in the office of the City Clerk and its terms are incorporated herein by reference.

PASSED AND APPROVED this 28<sup>th</sup> day of September, 1967.

ATTEST:

*J. A. Sirelman*  
City Clerk

*John Guts*  
MAYOR Pro-Tem

APPROVED AS TO FUNDS: *[Signature]*  
Director of Finance

APPROVED AS TO FORM: *[Signature]*  
City Attorney

WARRANTY DEED

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR X

The URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, Grantor, for and in consideration of the sum of Sixty-nine Thousand One Hundred Dollars (\$69,100.00), 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, Grantee herein named, all of the following described property located within the City of San Antonio, Bexar County, Texas, to-wit:

All that certain tract of land located within the City of San Antonio, Bexar County, Texas, containing approximately 0.430 acres out of New City Block 170, being Parcel 2 in proposed Block 1, New City Block 13812, according to the subdivision plat of the Urban Renewal Agency, Civic Center Project, Tex. R-83 as approved by the Planning Commission of the City of San Antonio, August 18, 1965, and as of this date still unrecorded, said tract being more particularly described by metes and bounds on Exhibit "A" hereof.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in any-wise belonging unto the said Grantee for itself, its successors and assigns and every successor in interest. As part of the consideration hereof, Grantee agrees to the following as covenants running with the land:

1. All restrictions, regulations and land uses as set forth in the Urban Renewal Plan for Civic Center Project, Tex. R-83, which was filed on the 27th day of August, 1964, in the office of the City Clerk of the City of San Antonio, Texas, and all amendments thereto. This covenant shall run in favor of the Agency for a 25 year period from the date of this Deed, without regard to whether the Agency has at any time been, remains, or is owner of any land or interest therein to or in favor of which such covenant relates.

2. Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected thereon or to be erected thereon, or on any part thereof. This covenant shall remain in effect without limitation as to time and the United States shall be a beneficiary and be entitled to enforce it.

3. To construct or cause to be constructed on the above-described land the following improvements according to these requirements:

A. A redevelopment according to plans approved by the City Council of the City of San Antonio in connection with its Convention facilities located within the City of San Antonio's Convention Center Complex.

B. Promptly begin and diligently prosecute to completion the redevelopment of the property by the construction of the improvements mentioned in Paragraph

A. next above; said construction to begin within two (2) years from the date of this deed and be completed within five (5) years from the date of this deed.

C. Grantor will furnish Grantee an Instrument of Certification of Completion for the improvements set forth in Paragraph 3A. above, which certification when filed by Grantee in the Deed Records of Bexar County, Texas shall constitute a conclusive determination of satisfaction and termination of the agreement and covenants set forth herein with respect to the obligation of Grantee, its successors and assigns to construct the improvements enumerated in Paragraph 3A. hereof within the period prescribed for the beginning and completion of same set forth in Paragraph 3B. hereof.

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

IN TESTIMONY WHEREOF, the name of Grantor hereunto affixed by the Chairman of its Board of Commissioners and its Seal is affixed by its Secretary this \_\_\_\_ day of September, 1967.

URBAN RENEWAL AGENCY OF THE  
CITY OF SAN ANTONIO

By \_\_\_\_\_ Chairman

ATTEST:

\_\_\_\_\_  
M. Winston Martin, Secretary

THE STATE OF TEXAS X

COUNTY OF BEXAR I

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

GIVEN UNDER my hand and seal of office this \_\_\_\_ day of September, 1967.

\_\_\_\_\_  
Notary Public in and for Bexar  
County, Texas

EXHIBIT "A"

Field Notes Description for 0.430 acres of land out of N.C.B. 170 being proposed Lot 1, Block 1, N.C.B. 13,812 of an unrecorded resubdivision plat known as Civic Center Project No. 5, Texas R-83 for the Urban Renewal Agency, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a point in the South line of East Commerce Street said point of beginning bears N 75°35'57" W 295.53' from the intersection of the South line of East Commerce Street with the Northwest line of Water Street, said point of beginning being also the Northeast corner of a public waterway R.O.W. and the Northwest corner of the tract herein described;

Thence S 75°35'57" E 59.57' with and along the South line of East Commerce Street to a point in the beginning of a curve to the right;

Thence with said curve to the right, whose radius is 25.00' in a southerly direction, an arc distance of 37.89' to the beginning of a curve to the left;

Thence with said curve to the left, whose radius is 1255.00' in a southerly direction, an arc distance of 153.98', to the beginning of a curve to the right;

Thence with said curve to the right, whose radius is 25.00' in a westerly direction an arc distance of 44.11', to the end of said curve at a point in the North line of proposed East Market Street;

Thence N 74°42'05" W 77.42', along and with the North line of proposed East Market Street, to a point in the Southeast corner of aforementioned public waterway R.O.W., the Southwest corner of the tract herein described;

Thence N 14°24'03" E 204.69', along and with the East line of said public waterway R.O.W., to the point of beginning and containing 0.430 acres of land, more or less.

CONTRACT FOR SALE OF LAND  
FOR REDEVELOPMENT BY A PUBLIC BODY

STATE OF TEXAS                    X  
COUNTY OF BEXAR                X

This Agreement (hereinafter called "Agreement") made on or as of the \_\_\_\_\_ day of September, 1967, by and between the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, a public body corporate and politic of the State of Texas, County of Bexar, hereinafter called "Agency", having its office at 418 S. Laredo Street in the City of San Antonio, Bexar County, Texas and the CITY OF SAN ANTONIO, a public body corporate and politic of the State of Texas, hereinafter called "Public Body" having its office at City Hall, in the City of San Antonio, State of Texas, WITNESSETH:

WHEREAS, in furtherance of the objectives of the Texas Urban Renewal Law, Article 1269L-3, V.A.C.S., the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of San Antonio, Texas, hereinafter called "City" and in this connection is engaged in carrying out an Urban Renewal Project known as "Civic Center Project, Tex. R-83" hereinafter called "Project" in an area (hereinafter called "Project Area") located in said City; and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the Agency an Urban Renewal Plan for the Project said plan having been approved by the City Council of the City of San Antonio on August 27, 1964, by Ordinance No. 32738, which plan, as it may hereafter be amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the context hereinafter called "Urban Renewal Plan"; and a copy of

the Urban Renewal Plan, as constituted on the date of the Agreement, has been filed in the Office of the City Clerk of the City of San Antonio located at City Hall, San Antonio, Texas; and

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan, and particularly to make land in the Project Area available (after acquisition and clearance by the Agency) for redevelopment by a public body for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide, and have provided, substantial aid and assistance to the Agency through a Contract for Loan and Capital Grant dated the 10th day of November, 1964, in the case of the Federal Government, and a Cooperation Agreement dated August 27, 1964, in the case of the City:

NOW, THEREFORE, each of the parties hereto for and in consideration of the premises and the mutual obligations herein, does hereby covenant and agree with the other, as follows:

ARTICLE I. GENERAL TERMS OF CONVEYANCE OF PROPERTY

Sec. 1. Sale and Purchase Price. Subject to all the terms, covenants, and conditions of the Agreement, the Agency will sell certain real property in the Project Area more particularly described in Schedule A annexed hereto and made a part hereof (which property, as so described, is hereinafter called "Property"), to the Public Body for, and the Public Body will purchase the Property and pay to the Agency therefor, the amount of Sixty-nine Thousand One Hundred and no/100----- Dollars (\$ 69,100.00 ), hereinafter called "Purchase Price". Such payment shall be in cash, or by such check as shall be satisfactory to the Agency, at the time and place provided herein.

Sec. 2. Conveyance. The Agency shall convey to the Public Body, upon payment in full of the Purchase Price by the Public Body,

title to the Property by Warranty Deed or Deeds as may be agreed upon by the Parties hereto, (hereinafter called "Deed"). Such conveyance shall, in addition to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

(a) Easements and public areas shown in the Urban Renewal Plan for the Project as being reserved for streets, sewers, drains, water, gas, electric, telephone installations, and other public ways and facilities.

(b) Building and use restrictions for public use areas of the Project in the Urban Renewal Plan.

(c) Provisions of subdivision plat as finally approved by the Planning Commission of the City of San Antonio.

Sec. 3. Delivery of Deed. The Agency shall commence the delivery of the Deed or Deeds and possession of the Property to the Public Body on the 10th day of January, 1966, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the office of the Alamo Title Company, 201 West Travis Street, San Antonio, Texas, and the Public Body shall accept conveyance and pay to the Agency at such time and place the Purchase Price.

Sec. 4. Title Procedure.

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

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

ARTICLE II. PREPARATION OF PROPERTY FOR REDEVELOPMENT

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

(a) The demolition and removal to grade of all existing buildings, structures, and obstructions on the Property, including the removal of any debris resulting from such demolition;

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

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

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

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

Sec. 2. Other Action by Agency Relating to Preparation.

The Agency shall, without expense to the Public Body and prior to the completion of the Improvements as hereinafter defined provide or cause to be provided the following:

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

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

### ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Sec. 1. Construction Required. The Redeveloper will redevelop the Property by construction thereon of a Civic Center and related municipal facilities to said Civic Center including but not limited to a convention hall, an exhibit area, public parking areas, public transit station, public parks, public theatre and auditorium facilities and all other municipal uses in connection therewith (hereinafter collectively called the "Improvements") and all plans and specifications and all work by the Public Body with respect to such redevelopment of the Property and the construction or the making of other improvements thereon, if any, shall be in conformity with the Urban Renewal Plan, the Agreement, and all applicable State and local laws. Upon written request of the Agency from time to time, the Public Body will deliver to the Agency, to be retained by the Agency, plans with respect to the Improvements to be constructed or otherwise made by the Public Body on the Property, in sufficient completeness and detail to show that the Improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and the Agreement.

Sec. 2. Time for Construction. The Public Body agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Public Body for itself and such successors and assigns, that the Public Body shall begin the redevelopment of the

Property through the construction of the Improvements thereon, within six months from the date of the Deed, and diligently proceed to complete such construction within 24 months from such date. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants of the Agreement pertaining to the Improvements shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Agency and enforceable by the Agency against the Public Body, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein.

Sec. 3. Report on Progress. Subsequent to conveyance of the Property or any part thereof to the Public Body, and until construction of the Improvements has been completed, the Public Body shall, upon written request of the Agency, make, in such detail as may reasonably be required by the Agency, and forward to the Agency a report in writing as to the actual progress of the Public Body with respect to such construction. During such period, the work of the Public Body shall be subject to inspection by the Agency.

Sec. 4. Access to Property. Prior to delivery of possession of the Property to the Public Body, the Agency shall permit the Public Body access thereto whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement; and, subsequent to such delivery, the Public Body shall permit access to the Property by the Agency and the City whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement.

Sec. 5. Certificate of Completion. Promptly after completion of the Improvements in accordance with the provisions of the Agreement,

the Agency shall furnish the Public Body with an appropriate instrument so certifying. Such certification by the Agency shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Public Body, its successors and assigns, and every successor in interest to the Property, to construct the Improvements and the dates for the beginning and completion thereof. All certifications provided for in this Section shall be in such form as will enable them to be recorded with the Clerk of Bexar County.

#### ARTICLE IV. LAND USES

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

(a) Devote the Property to, and only to and in accordance with, the uses specified in II(B) (a) of the Urban Renewal Plan, as the same may hereafter be amended from time to time; and

(b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

Sec. 2. Effect of Covenants; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in this Article IV shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement,

be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City, and the United States (in the case of the covenant provided in subdivision (b) of Section 1 of this Article IV), against the Public Body, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided (a) in subdivision (a) of Section 1 of this Article IV shall remain in effect until March 1, 1981 (at which time such agreement and covenant shall terminate), and (b) in subdivision (b) of such Section 1 shall remain in effect without limitation as to time.

Sec. 3. Enforceability by Agency and United States. In amplification, and not in restriction, of the provisions of Section 2 of this Article IV, it is intended and agreed that the Agency shall be deemed a beneficiary of the agreements and covenants provided in Section 1 of this Article IV, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of such Section 1, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency and the United States for the entire period during which such agreements and covenants shall be in force, without regard to whether the Agency or the United States is or has been an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right, in the event of any breach of the covenant provided in subdivision (b) of Section 1

of this Article IV, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

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

Sec. 2. Prohibition Against Transfer of Property and Assignment.

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

ARTICLE VI. REMEDIES

Sec. 1. Notice of Default. In the event of any default under or breach of any of the terms or conditions of the Agreement by either party hereto, or any successor or assign of, or successor in interest to, the Property, such party or successor shall upon written

notice from the other proceed to remedy or cure such default or breach within thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach or to obtain damages therefor, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations.

Sec. 2. Termination by Public Body. In the event that the Agency does not tender conveyance of the Property or possession thereof in the manner and condition, and by the date, provided in the Agreement and any such failure shall not be cured within thirty (30) days after written demand by the Public Body, then the Agreement shall at the option of the Public Body be terminated, and neither the Agency nor the Public Body shall have any further rights against or liability to the other under the Agreement.

Sec. 3. Termination by Agency. In the event that prior to conveyance of the Property to the Public Body and in violation of the Agreement the Public Body (and any successor in interest) assigns or attempts to assign the Agreement or any rights herein or in the Property, or the Public Body does not pay the Purchase Price for and take title to the Property upon proper tender of conveyance by the Agency pursuant to the Agreement, then the Agreement and any rights of the Public Body or any successor or assign of the Public Body or transferee of the Property under the Agreement or arising therefrom, with respect to the Agency or the Property, shall at the option of the Agency be terminated by the Agency. In such event, except for the right of the Agency to damages for such breach afforded by law, neither the Public Body (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

Sec. 4. Delays Beyond Control of Parties. For the purposes of the Agreement, neither the Agency nor the Public Body, as the case

may be, nor any successor of either of them shall be considered in breach of or in default under its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes, it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Sec. 5. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly

waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Sec. 1. Conflict of Interest. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Public Body or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Public Body or successor or on any obligations under the terms of the Agreement.

Sec. 2. Equal Opportunity in Construction Employment.  
The Public Body, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section 2 in every contract or purchase order which may hereafter be entered into between the Public Body and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963:

"Sec. \_\_\_\_\_. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees with the Public Body as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency, advising the said labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created hereby.

(e) The Contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and by the rules, regulations,

and orders of the said Committee or the Housing and Home Finance Agency, pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Agency, the Housing and Home Finance Agency, and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purpose of inducing such provisions in any construction contract or purchase order, as required by this Section 2, the

term "Public Body" and the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order, and the term "Agency" may likewise be changed to reflect appropriately the name or designation of the party referred to in the Agreement as "Agency".

Sec. 3. Notice. A notice or communication under the Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

(a) in the case of a notice or communication to the Public Body, is addressed as follows: City Manager, City Hall,  
San Antonio, Texas, and

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

Sec. 4. Agreement Survives Conveyance. None of the provisions of the Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Public Body or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

Sec. 5. Counterparts. The Agreement is executed in two counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its behalf and its seal to be hereunto

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

URBAN RENEWAL AGENCY OF  
THE CITY OF SAN ANTONIO

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF SAN ANTONIO

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF TEXAS           X

COUNTY OF BEXAR         X

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, Chairman and Secretary respectively, of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
Bexar County, Texas

STATE OF TEXAS           X

COUNTY OF BEXAR         X

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument as \_\_\_\_\_ City Manager \_\_\_\_\_ of the CITY OF SAN ANTONIO, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said CITY OF SAN ANTONIO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
Bexar County, Texas

SAWTELLE, GOODE, TROILO & LEIGHTON

ATTORNEYS AT LAW

1002 SAN ANTONIO SAVINGS BUILDING  
SAN ANTONIO, TEXAS 78205

CAPITOL 5-7616

ROBERT SAWTELLE  
JOHN GOODE  
ARTHUR TROILO, JR.  
LEONARD LEIGHTON  
JOHN W DAVIDSON  
JAMES RAINES  
TERRY TOPHAM  
MICHAEL B O'QUINN

September 15, 1967

To: Jack Shelley  
City Manager

From: Arthur Troilo, Attorney for  
Urban Renewal Agency

Subj: Purchase of Civic Center Project Property 0.430 acres  
from Urban Renewal Agency for Marina and Parking Facility

*Sam Wolf*  
*Please check + return*  
*to me personally.*  
*Accounts can not be*  
*determined now. Will fill in*  
*later.*  
*AT*

Enclosed herewith please find proposed Ordinance, copy of Warranty Deed, and Contract for Redevelopment in connection with the purchase by the City of the acreage needed next to the waterway for the construction of the marina foundation. I am also enclosing a Xerox copy of the Resolution adopted by the Board of Commissioners of the Urban Renewal Agency at their meeting on September, 1967 which authorizes the sale to the City for the consideration of \$69,100.00. It is my understanding that there is a credit situation involved which gives the City credit in the amount of \$4,731.61. I will leave the handling of such credit up to you and Mr. Martin as the exact administrative procedure to be used has not as of yet been decided upon.

If I can be of any further assistance in expediting this conveyance, please don't hesitate to call me.

*Arthur*  
Arthur Troilo, Jr.

AT:ge

Enclosures

cc: Mr. Sam Wolf  
City Attorney

DISTRIBUTION

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

REMARKS:

J. H. INSELMANN

ITEM NO. 24

ROLL CALL WRITE 66 343

MEETING OF THE CITY COUNCIL DATE: SEP 28 1967

MOTION BY: Cockrell SECONDED BY: Jones

ORD. NO. 35804 ZONING CASE

RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE No. 1, MAYOR	✓	ab	
DR. HERBERT CALDERON PLACE No. 2		✓	
ROBERT C. JONES PLACE No. 3		✓	
S. H. JAMES PLACE No. 4		✓	
MRS. S. E. COCKRELL, JR. PLACE No. 5		✓	
JOHN GATTI PLACE No. 6, MAYOR PRO-TEM		✓	
FELIX B. TREVINO PLACE No. 7		✓	
GERALD PARKER PLACE No. 8		ab	
PETE TORRES, JR. PLACE No. 9			X

BRIEFED BY: Shelley

ADDITIONAL INFORMATION:

Best  
no

#4