

THE STATE OF TEXAS

COUNTY OF TRAVIS

MAY 23-6825\* 1194

KNOW ALL MEN BY THESE PRESENTS

\* 8.50

WARRANTY DEED

4-5109

That the Urban Renewal Agency of the City of Austin, Travis County, Texas, acting herein by and through its heretofore duly authorized officer, (hereinafter called Grantor) for and in consideration of the sum of Nine Thousand Five Hundred and No/100 ----- (\$ 9,500.00 ) Dollars,

paid to Grantor by Grantee herein, the receipt of which is hereby acknowledged, and for other valuable considerations as hereinafter set forth, and subject to the covenants and conditions hereinafter stated, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Greater Mount Zion Baptist Church

(hereinafter called Grantee) the following described property situated in Travis County, Texas, to-wit:

(See Exhibit "A" attached hereto and incorporated herein the same as if copied herein in full, for all purposes to which reference is here made.)

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights, appurtenances and hereditaments thereto in anywise belonging unto the said Grantee, its successors and assigns, forever.

COVENANTS RUNNING WITH THE LAND

Grantee, as part of the consideration hereof, agrees for itself, its successors and assigns, and every successor in interest to the property or any part thereof, to the following covenants, which shall be covenants running with the land, enforceable as hereinafter provided against the Grantee, its successors and assigns and every successor in interest to the property, or any part thereof.

1. To devote the property herein conveyed to, and only to, the uses specified therefor in the Urban Renewal Plan for the Kealing Urban

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Renewal Project, as adopted by the City Council of the City of Austin on May 16, 1963, a copy of which is of record in Vol. 2776, Page 1, et seq. of the Deed Record of Travis County, Texas, which plan is hereby incorporated by reference herein for all purposes as if copied herein in full.

2. To observe and comply with all applicable restrictions contained in the Urban Renewal Plan for the Kealing Urban Renewal Project, which plan is heretofore incorporated by reference unto this deed.
3. To not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the use or occupancy of the herein conveyed property, or any improvements erected or to be erected thereon, or any part thereof.
4. To promptly begin and diligently prosecute to completion the redevelopment of the herein conveyed property by constructing thereon the following described improvements:

Uses related to the operation of a Church.

5. The construction of the improvements described in Covenant No. Four (4) above, shall be commenced within One Hundred Eighty (180) days after the date of this deed, that is by the 23rd day of November, 1968, and shall be completed by the 23rd day of November, 1970.

#### CERTIFICATE OF COMPLETION

(a) Upon satisfactory completion by Grantee of the improvements described in Covenant No. Four (4) above, (such satisfactory completion to be determined by the Grantor) Grantor will furnish to Grantee an appropriate, recordable instrument so certifying. Upon its being recorded, such certification by Grantor shall be a conclusive determination of satisfaction and termination of Covenants No. Four (4) and Five (5) hereof.

(b) In those instances where the improvements described in Covenant No. (4) hereof are of such a nature that completion thereof will be on a staggered basis,



and individual parts or parcels may be conveyed or leased by Grantee upon the proper completion of the improvements relating to any such part or parcel, then, in such event, the certification shall mean:

- (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the improvements relating to such part or parcel or to any other part or parcel of the property; and,
- (2) that neither the Grantor nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or if leased, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the property as a result of a default in or breach of any of the covenants or conditions by Grantee or its successor in interest or assign unless

- (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assignee of such individual part or parcel with respect to Covenants No. One (1), Two (2), or Three (3) and,
- (ii) the right, remedy or control relates to such default or breach.

#### ENFORCEABILITY

It is intended and agreed that Covenants No. One (1), Two (2), Three (3), Four (4) and Five (5) herein 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, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns; the City of Austin and any successor in interest to the here-

in conveyed property, or any part thereof; or the owner of any other land (or of any interest in such land) in the Kealing Urban Renewal Project Area which is subject to the land use requirements and restrictions of the Kealing Urban Renewal Plan; and/or the United States of America (in the case of Covenant No. Three (3)) against the Grantee, its successors and assigns and every successor in interest to the said property, or any part thereof or any interest therein, and any party in possession or occupancy of the herein conveyed property or any part thereof. It is further intended and agreed that the Grantor, its successors and assigns, shall be deemed beneficiaries of the covenants herein set forth, and the United States of America shall be deemed a beneficiary of Covenant No. Three (3), both for and in their or its own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor and the United States of America for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor or the United States of America has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants and agreements relate. The Grantor shall have the right, in the event of any breach of any such covenant and agreement, and the United States of America shall have the right in the event of any breach of Covenant No. Three (3), 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 covenant, to which it or any other beneficiary of such covenant may be entitled.

#### DURATION

The covenants and agreements set forth herein shall remain in full force and effect from the date hereof until January 1, 1994, the period specified or referred to in the Kealing Urban Renewal Plan, or until such date thereafter to which same may be extended under the terms of said Kealing Urban Renewal Plan.



6B  
CONDITION SUBSEQUENT

In the event that subsequent to the conveyance of title hereunder, and prior to the completion of the improvements described in Covenant No. Four (4), as certified by the Grantor,

(a) the Grantee (or successor in interest) shall default in or violate its covenants and agreements with respect to the construction of said improvements, including the covenant respecting time for completion thereof, or shall abandon or substantially suspend construction work, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months after written demand by the Grantor so to do, (Six (6) months if default is with respect to the date for completion of the Improvements); or

(b) the Grantee (or successor in interest) shall fail to pay real estate taxes or assessments on the property herein conveyed, or any part thereof before they become delinquent, or shall place thereon any encumbrance or lien unauthorized by the Grantor, or shall suffer any levy or attachment to be made, or any mechanic's or materialmen's lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Grantor made for such payment, removal or discharge, within ninety (90) days after written demand by the Grantor so to do; or

(c) there is any transfer of the said property or any part thereof, or any change in the ownership or distribution of the stock of Grantee, or change with respect to the identity of the parties in control of Grantee or the degree thereof (without prior approval of Grantor) and such violation shall not be cured within sixty (60) days after written demand by the Grantor to the Grantee, at its last known address,

then the Grantor shall have the right to re-enter and take possession of the said property and to terminate and re-vest in the Grantor the estate conveyed hereby

to Grantee, it being the intention of this provision that in the event of any default, failure, violation or other action or inaction by Grantee specified in subdivisions (a), (b) and (c) of this paragraph, and in the further event that Grantee fails or refuses to remedy, end or abrogate such default, failure, violation or other action or inaction within the period and in the manner stated in such subdivisions, the Grantor, at its sole option may declare a termination in favor of the Grantor of the title to the property herein conveyed and all improvements thereon, and of all the rights and interests in and to the property herein conveyed, and that such title and all rights and interests of the Grantee, and any assigns or successors in interest to and in said property, shall revert to the Grantors; PROVIDED, HOWEVER, that such condition subsequent and any reversioning of title as a result hereof in the Grantor

(1) Shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way

(a) the lien of any mortgage authorized by Grantor; and

(b) any rights or interests provided for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the herein conveyed property (or in the case of parts or parcels leased the leasehold interest) on which the improvements to be constructed thereon have been completed and for which a certificate of completion is recorded as provided in Covenant No. Six (6) hereof.

This conveyance is given and accepted subject to all easements and restrictions of record applicable to the property herein conveyed.

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 lawfully claiming or to claim the same or any part thereof.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by the Chairman or Vice-Chairman of its Board of Commissioners and its



seal is affixed by its Secretary this 23<sup>rd</sup> day of May 19 68 4-51

URBAN RENEWAL AGENCY OF THE  
CITY OF AUSTIN

(CORPORATE SEAL)

ATTEST:

By: John H. Chiles, Jr.  
Chairman

Leon M. Lurie  
Secretary

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared

John H. Chiles, Jr. and Leon M. Lurie

Chairman and Secretary, respectively, of the URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN, 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, in the capacity therein stated, and as the act and deed of the URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23<sup>rd</sup> day of May, 19 68.

(NOTARY SEAL)

Bob Noton  
Notary Public in and for Travis County,  
Texas

EXHIBIT "A"

TRACT ONE:

Lot No. 1 in the Resubdivision of Lots Nos. 1-8, Block 12, of the C. R. Johns and Company's Subdivision in Outlot No. 57, Division "B" in the City of Austin, Travis County, Texas, according to the map or plat of record in Book 34, Page 26, of the Plat Records of Travis County, Texas.

TRACT TWO:

Lot No. 2 in the Resubdivision of Lots Nos. 1-8, Block 12 of the C. R. Johns and Company's Subdivision in Outlot No. 57, Division "B" in the City of Austin, Travis County, Texas, according to the map or plat of record in Book 34, Page 26, of the Plat Records of Travis County, Texas.

TRACT THREE:

Lot No. 3 in the Resubdivision of Lots Nos. 1-8, Block 12, of the C. R. Johns and Company's Subdivision in Outlot No. 57, Division "B" in the City of Austin, Travis County, Texas, according to the map or plat of record in Book 34, Page 26, of the Plat Records of Travis County, Texas

TRACT FOUR:

Lot No. 4 in the Resubdivision of Lots Nos. 1-8, Block 12, of the C. R. Johns and Company's Subdivision in Outlot No. 57, Division "B" in the City of Austin, Travis County, Texas, according to the map or plat of record in Book 34, Page 26, of the Plat Records of Travis County, Texas.

STATE OF TEXAS                      COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Travis County, Texas, as Stamped hereon by me, on

MAY 24 1968



*Emilie Limberg*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

Emilie Limberg  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

MAY 23 4 32 PM '68

FILED

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CERTIFICATE OF RECORDING OFFICER

AY 14-0-2- 963 • 50.00

The undersigned hereby certifies that:

1. She is the duly qualified and acting City Clerk of the City of Austin, Texas, and the custodian of the records of the City of Austin, including the minutes of the proceedings of the City Council of the City of Austin; and is duly authorized to execute this certificate.

2. Attached hereto is a true and correct copy of a Resolution, including the WHEREAS clauses, adopted at a meeting of the City Council held on the 16th day of May, 1963.

3. Also attached hereto is a true and correct copy of the Urban Renewal Plan, which has been previously adopted by the Urban Renewal Agency of the City of Austin, Texas, as evidenced by a duly certified Resolution of said Body attached to said Plan, presented at said meeting, and approved by the Resolution of the City Council.

4. The Resolution of the City Council has been duly recorded in the minutes of said meeting and is now in full force and effect.

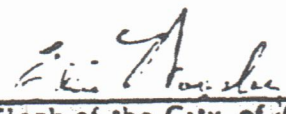
5. Said meeting was duly convened and held in all respects in accordance with law and the Charter and ordinances of the City of Austin. To the extent required by law or said Charter and ordinances, due and proper notice of said meeting was given. A legal quorum of members of the City Council were present throughout said meeting, and a legally sufficient number of members of the City Council voted in the proper manner for the adoption of the Resolution of the City Council. All other requirements and proceedings under law, said Charter and ordinances, or otherwise, incident to proper adoption of the Resolution of the City Council, have been duly fulfilled, carried out, and otherwise observed.

6. The seal affixed below constitutes the official seal of the City of Austin and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this

23rd day of July, 1963.

(CORPORATE SEAL)

  
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City Clerk of the City of Austin,  
Texas

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RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF AUSTIN, TEXAS, APPROVING THE  
URBAN RENEWAL PLAN AND THE FEASIBILITY  
OF RELOCATION FOR PROJECT NO. TEXAS R-20

WHEREAS, under the provisions of Title I of the Housing Act of 1949, as amended, the Housing and Home Finance Administrator is authorized to provide financial assistance to Local Public Agencies for undertaking and carrying out urban renewal projects; and,

WHEREAS, it is provided in such act that contracts for financial aid thereunder shall require that the Urban Renewal Plan for the respective project area be approved by the Governing Body of the locality in which the project is situated and that such approval include findings by the Governing Body that: (1) The financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the Urban Renewal Plan; (2) The Urban Renewal Plan will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise; (3) The Urban Renewal Plan conforms to the general plan for the development of the locality as a whole; and (4) The Urban Renewal Plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan; and,

WHEREAS, the Urban Renewal Agency of the City of Austin, herein called the "Local Public Agency", has entered into a planning contract for financial assistance under such Act with the United States of America, acting by and through the Housing



and Home Finance Administrator, pursuant to which federal funds were provided for the Urban Renewal Project, hereinafter called the "Project", identified as Kealing Project, Tex R-20, and encompassing the area bounded by East 12th Street on the north, Rosewood Avenue on the south, Chicon Street on the east, and a line 175 feet west of Angelina Street on the west in the City of Austin, Texas; and

WHEREAS, the Local Public Agency has made detailed studies of the location, physical condition of structures, land use, environmental influences, and social, cultural, and economic conditions of the project area and has determined that the area is a blighted area and that it is detrimental and a menace to the safety, health, and welfare of the inhabitants and users thereof and of the locality at large, because of the existence of dilapidated structures therein, and the members of this Governing Body have been fully apprised by the Local Public Agency and are aware of these facts and conditions; and

WHEREAS, there has been prepared and referred to the City Council of the City of Austin for review and approval an Urban Renewal Plan for the project area consisting of 16 pages and four exhibits supported by a resolution of the Local Public Agency recommending such plan to this Governing Body; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and

WHEREAS, said Urban Renewal Plan for the project area prescribed certain land uses for the project area and will require, among other things, changes in zoning, the vacating and removal of streets, alleys and other public ways, the establishment of new street patterns, the location and relocation of sewer and

water mains and other public facilities; and

WHEREAS, the Local Public Agency has prepared and submitted a program for the relocation of families that may be displaced as a result of carrying out the Project in accordance with said Urban Renewal Plan; and

WHEREAS, there has also been presented to the Governing Body information and data respecting the relocation program which has been prepared by the Local Public Agency as a result of studies, surveys, and inspections in the project area and the assembling and analysis of the data and information obtained from such studies, surveys, and inspections; and

WHEREAS, the members of the Governing Body have general knowledge of the conditions prevailing in the project area and of the availability of proper housing in the locality for the relocation of families that may be displaced from the project area and, in the light of such knowledge of local housing conditions, have carefully considered and reviewed such proposals for relocation; and

WHEREAS, on the 6th day of May, 1963, this Governing Body held a public hearing in accordance with the applicable law wherein the citizens of this locality were invited to and did discuss and make recommendations regarding such Urban Renewal Plan for the project area; and

WHEREAS, it is necessary that the governing body take appropriate official action respecting the relocation program and said Urban Renewal Plan for the project, in conformity with the contract for financial assistance between the Local Public Agency and the United States of America, acting by and through the Housing and Home Finance Administrator; and

WHEREAS, the Governing Body is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with federal financial



assistance under Title I, including those prohibiting discrimination because of race, color, creed, or national origin;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS:

1. That it is hereby found and determined that the project is a blighted area and qualified as an eligible project area under Article 12691-3 of the Revised Civil Statutes of Texas.
2. That said Urban Renewal Plan for the project aforementioned, having been duly reviewed and considered, is hereby approved, and the City Clerk is hereby directed to file such copy of said Urban Renewal Plan with the minutes of this meeting.
3. That it is hereby found and determined that said Urban Renewal Plan for the project area conforms to said general plan of the locality.
4. That it is hereby found and determined that the financial aid provided and to be provided pursuant to said contract for federal financial assistance pertaining to the project is necessary to enable the project to be undertaken in accordance with the Urban Renewal Plan for the project area.
5. That it is hereby found and determined that the above mentioned Urban Renewal Plan for the urban renewal area will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the urban renewal of such areas by private enterprise.
6. That it is hereby found and determined that the Urban Renewal Plan for the urban renewal area gives due consideration to the provision of adequate park and recreational areas and facilities, that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of

children residing in the general vicinity of the site covered by the plan.

7. That it is hereby found and determined that the program for the proper relocation of the families displaced in carrying out the project in decent, safe, and sanitary dwellings in conformity with the acceptable standards is feasible and can be reasonably and timely effected to permit the proper prosecution and completion of the project; and that such dwellings or dwelling units available or to be made available to such displaced families are at least equal in number to the number of displaced families, are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced families in the project area, are available at rents or prices within the financial means of the displaced families, and are reasonably accessible to their places of employment.

8. That in order to implement and facilitate the effectuation of the Urban Renewal Plan hereby approved it is found and determined that certain official action must be taken by this Body with reference, among other things, to changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and, accordingly, this Body hereby

- (a) pledges its cooperation in helping to carry out such Urban Renewal Plan;
- (b) requests the various officials, departments, boards, and agencies of the City of Austin having administrative responsibilities in the premises likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with said Urban Renewal Plan; and (c) stands ready to consider and take appropriate action upon proposals and measures designed to effectuate said Urban Renewal Plan.

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9. That additional financial assistance under the provisions of Title I of the Housing Act of 1949, as amended, is necessary to enable the land in the project area to be renewed in accordance with the Urban Renewal Plan for the project area, and, accordingly, the filing by the Local Public Agency of an application or applications for such financial assistance under said Title I is hereby approved.

ADOPTED: May 16, 1963.

ATTEST:

E. L. Cransley  
City Clerk

(CORPORATE SEAL)

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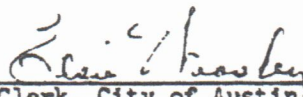
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THE STATE OF TEXAS

COUNTY OF TRAVIS

I, Elsie Woosley, City Clerk of the City of Austin, Texas, do hereby certify that the foregoing instrument is a true and correct copy of a Resolution adopted by the City Council of the City of Austin, Texas, at a regular meeting on the 16th day of May, 1963, and appears of record in Minute Book 39 of the Minutes of said City Council.

  
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City Clerk, City of Austin, Texas

(CORPORATE SEAL)

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