

ORDINANCE NO. 2003-21

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED TO CONVEY THE NAVE MUSEUM LOCATED AT BLOCK 87, LOTS 2 AND 3 IN MAIN TOWN, CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, A/K/A 306 W. COMMERCIAL TO THE VICTORIA REGIONAL MUSEUM ASSOCIATION (VRMA) WITH THE CITY'S AGREEMENT TO CONTINUE CERTAIN MAINTENANCE AND UTILITY COST FOR 2 YEARS FROM THE DATE OF THE EXECUTION OF THE DEED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

Section 253.001(c) of the Texas Local Government Code provides in relevant part ". . . the governing body of a municipality may sell and convey land or an interest in land that the municipality owns, holds, or claims as a public square, park, or site for the city hall or other municipal building or that is an abandoned part of a street or alley requires that before any land which is owned by a municipality is conveyed, the governing body for that municipality must adopt an ordinance directing the City Manager to execute the conveyance. . . "

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VICTORIA, TEXAS:

1.

The City Manager is authorized to execute a Special Warranty Deed conveying the Nave Museum located at Block 87, Lots 2 and 3 in Main Town, City of Victoria, Victoria County, Texas, a/k/a 306 W. Commercial to the Victoria Regional Museum Association (VRMA) with the City's agreement to continue certain maintenance and utility cost for 2 years from the date of the execution of the deed, which deed is attached hereto as **Exhibit "A"** and incorporated herein, with minor changes to such deed as approved by the City Attorney and with the agreement to be in a form to be approved by the City Attorney.

2.

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

3.

If any provision of this ordinance, or the application thereof to any person or circumstances, shall be held invalid or unconstitutional by a Court of competent jurisdiction, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

4.

This provisions of this ordinance shall become effective upon final passage and approval by the City Council of the City of Victoria, Texas.

PASSED FIRST READING, this the 4th day of November, 2003.

AYES: 4

NAYS: 0

ABSTENTIONS: 1

PASSED SECOND READING, this the 18TH day of NOVEMBER, 2003.

AYES: 6

NAYS: 0

ABSTENTIONS: 0

PASSED THIRD READING, this the 18TH day of NOVEMBER, 2003.

AYES: 6

NAYS: 0

ABSTENTIONS: 0

APPROVED AND ADOPTED, this the 18TH day of NOVEMBER, 2003.

Gary Middleton

GARY MIDDLETON, Mayor of the
City of Victoria, Texas
David Atmar Smith

APPROVED AS TO LEGAL FORM:
DAVID ATMAR SMITH, City Attorney
Copies Sent: NOVEMBER 19, 2003

ATTEST:

Scarlet Swoboda

SCARLET SWOBODA, City Secretary
Distribution: Legal Department



Special Warranty Deed

Date: _____, 2003

Grantor: City of Victoria, a Texas Municipal Corporation with principal offices in Victoria County, Texas

Grantor's Mailing Address: % David Atmar Smith, City Attorney, P.O. Box 1758, Victoria, Victoria County, Texas 77902-1758

Grantee: Victoria Regional Museum Association

Grantee's Mailing Address: 502 N. Liberty St., Victoria, Victoria County, Texas 77901

Consideration: Ten Dollars and other good and valuable consideration.

Property (including any improvements):

All that certain parcel or tract of land situated in Block 87, Lot 2 and Lot 3 in Main Town, City of Victoria, Victoria County, Texas, being a portion of that certain tract of land acquired by Mrs. E. D. McCan from A. M. McFaddin and Mrs. Margaret J. Crain, by Partition Deed dated September 25, 1916, and recorded in Vol. 83, Page 361, of the Deed Records of Victoria County, Texas, the herein conveyed tract being more fully described by metes and bounds as follows:

BEGINNING at the Southwest corner of the above-mentioned Block 87, same being the Southwest corner of said Lot 2 of said Block 87, and the Northeast corner of the intersection of Moody and Commercial Streets;

THENCE, North, 20° 06' East, a distance of 197.8 feet along the West line of said Block 87 and said Lots 2 and 3, same being the East right-of-way line of Moody Street, to an iron rod set for corner;

THENCE, South, 70° 00' East, a distance of 138.8 feet across said Lot 3, Block 87, to an iron rod set for corner;

THENCE, South, 20° 06' West, a distance of 58.9 feet to an iron rod set for corner in the South line of said Lot 3 and the North line of said Lot 2;

THENCE, North, 70° 00' West, a distance of 25.3 feet along the common line between Lots 2 and 3 to an iron rod set for corner;

THENCE, South, 20° 06' West, a distance of 138.9 feet across said Lot 2, to an iron rod set in the South line of said Lot 2, same being the North right-of-way line of Commercial Street;

THENCE, North, 70° 00' West, a distance of 113.5 feet along the South line of said Lot 2, the South line of Block 87, and the North right-of-way line of Commercial Street to the PLACE OF BEGINNING, containing within these metes and bounds, 23,940.4 square feet, or 0.550 acre or land, more or less.

Reservations from Conveyance: None

Exhibit "A"

Exceptions to Conveyance and Warranty: Property is sold AS IS and WITH ALL FAULTS INCLUDING HIDDEN OR LATENT DEFECTS. No warranty is extended nor intended other than the Special Warranty of title.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

CITY OF VICTORIA, GRANTOR

ATTEST:

By Denny L. Arnold, City Manager

City Secretary, Scarlet Swoboda

FORM APPROVED: _____
David Atmar Smith, City Attorney

CONVEYANCE ACCEPTED AS MADE: VICTORIA REGIONAL MUSEUM ASSOCIATION,
GRANTEE

Exhibit "A"
