

COVENANT AND AGREEMENT

This COVENANT AND AGREEMENT is entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation, (“CITY”) acting by and through its Director of the World Heritage Office and [REDACTED], fee simple record title owner (“OWNER”) of subject property (hereinafter described in Exhibit A).

WHEREAS, the San Antonio City Council has designated the World Heritage Buffer Zone and the two mile radius surrounding the Missions Concepcion, San Jose, San Juan or Espada as target areas for receipt of commercial revitalization assistance; and

WHEREAS, as part of the commercial revitalization, CITY approved expenditure of funds for the “World Heritage Legacy Business Matching Grant Pilot Program” (the “Program”); and

WHEREAS, the property located at [REDACTED], San Antonio, Bexar County, Texas 78 [REDACTED] (“Property”) has been approved for assistance (“Project”) as a part of the Program; and

WHEREAS, in connection with said assistance, CITY has required execution of the instant Agreement; **NOW THEREFORE:**

The parties hereto severally and collectively agree, and by the execution hereof are bound, to the following:

For and in consideration of CITY’s award of fifty percent (50%) of the lesser of (a) the Project cost as outlined in the Project budget, or (b) the actual Project cost, to fund improvements located at the Property (more particularly described in the attached Exhibit “A”) in which fee title is held in the name of OWNER, OWNER agrees to the condition that the Property will be maintained in a condition of good repair, and shall be preserved in its renovated and improved state and shall be kept from failure or decline. OWNER acknowledges OWNER’s duty to maintain the Property for its historic commercial use. OWNER shall comply with the City of San Antonio Unified Development Code Sections 35-310.08 through 35-310.14.

Further, OWNER hereby covenants and agrees that CITY shall be allowed to inspect said Property at any and all times deemed necessary by CITY to verify that the maintenance of said Property is in compliance with the foregoing condition. Said conditions shall act as covenants running with the land and shall be binding on OWNER and OWNER’s successors in title for a period of five (5) years following the execution of this Agreement. OWNER and OWNER’s successors and assigns further understand and agree that CITY shall file the instant document for record in the Deed and Plat Records of Bexar County, Texas.


This Agreement has been fully executed as of the date of signature of the last party to sign.

CITY OF SAN ANTONIO,
a Texas municipal corporation

OWNER



By: _____
Colleen Swain, Director
World Heritage Office

By: _____


APPROVED AS TO FORM:

By: _____
Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____, 2018 by Colleen Swain, Director of the World Heritage Office of the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF _____ §
 §
COUNTY OF _____ §

[IF OWNER IS A BUSINESS ENTITY]

This instrument was acknowledged before me on the _____ day of _____, by [insert name _____], [insert title _____] of [insert owner entity _____], on behalf of said entity.

[IF OWNER IS AN INDIVIDUAL]

This instrument was acknowledged before me on the _____ day of _____, 2018, by [insert name _____], owner of the Property.

NOTARY PUBLIC IN AND FOR THE
STATE OF _____

AFTER RECORDING, RETURN TO:

City of San Antonio
World Heritage Office
ATTN:
P.O. Box 839966
San Antonio, TX 78283-3966

Exhibit "A"

[MODIFY AS NECESSARY]

Lot X, Block XX, New City Block XXX, XXXX, in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume XXX, Page XXX, the Deed and Plat Records of Bexar County, Texas, and more commonly known as XXX (location of grant property)