

No. _____

CITY OF SAN ANTONIO,
Condemnor,

IN THE PROBATE COURT

V.

NO. _____

CANTU-HARWOOD, INC.
Condemnee.

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BEXAR COUNTY, TEXAS

CONDEMNOR CITY OF SAN ANTONIO'S
ORIGINAL PETITION IN CONDEMNATION

TO THE HONORABLE JUDGE OF SAID COURT:

The CITY OF SAN ANTONIO ("Condemnor"), a home-rule municipality with eminent domain authority, files this Original Petition in Condemnation seeking fee simple title to properties situated in Bexar County, Texas, and owned by CANTU-HARWOOD, INC. ("Condemnee").

Condemnor would show the Court as follows:

I. DISCOVERY CONTROL PLAN

1. Condemnor intends to conduct discovery under Level 3 in accordance with Texas Rule of Civil Procedure 190.4, if this matter is not resolved after completion of the administrative phase of this case.

II. JURISDICTION & VENUE

2. This Court has jurisdiction over this cause under section 21.001 of the Texas Property Code. Under section 21.013 of the Texas Property Code, venue is proper in Bexar County, Texas, because the real properties at issue are located in Bexar County, Texas.

III. PARTIES

3.1 Condemnor is a Texas municipal corporation and home-rule municipality pursuant to the Constitution and the laws of the State of Texas, and is vested with the power of eminent domain

pursuant to section 251.001 of the Texas Local Government Code. Condemnor's principal office is located at 100 Military Plaza, San Antonio, Texas 78205.

3.2 Condemnee owns – or otherwise claims legal or equitable title – to property in Bexar County, Texas. Condemnee has a principal business address of 516 East Houston Street, San Antonio, Texas 78205, doing business as “Moses Rose’s Hideout”. Condemnee is a Texas limited liability corporation, which may be served by and through its registered agent, Vince Cantu, 142 Verdant, San Antonio, Texas, 78209.

IV. PUBLIC USE & NECESSITY

4.1 Pursuant to the applicable provisions of Chapter 21 of the Texas Property Code, section 251.001 of the Texas Local Government Code, and all other pertinent provisions of law, Condemnor’s City Council determined that a necessity exists to acquire real property in fee simple owned by Condemnee, generally known as NCB 423 Blk 24, Lot E 36 Ft of 2 OR 414, San Antonio, Bexar County, Texas (hereafter “the Properties”). This Property is more particularly described in a deed held by Condemnee and attached to this petition as **Exhibit 1**.

4.2 Condemnor seeks to acquire the Property for the public use and purpose relating to the Alamo Plan, including the construction of the Alamo Visitors Center and Museum, in San Antonio, Bexar County, Texas. The Alamo Plan has been planned and developed pursuant to Texas Natural Resources Code, Section 31.450(b). On April 15, 2021, the San Antonio City Council reviewed and expressed its support for the interpretive design and implementation of the current Alamo Plan, which includes, among other things, the Alamo Visitors Center and Museum. The Alamo Visitors Center and Museum will provide meaningful information of historical and cultural significance to the public regarding the Alamo Mission, the Texas Revolution and the famous 1836 Battle. In furtherance of the Alamo Plan, Condemnor intends to construct various buildings, structures and

enhancements to existing structures. In addition, Condemnor will reconstruct area streets, curbs, sidewalks and driveways.

4.3 Condemnor's City Council approved the use of condemnation to acquire the Property in San Antonio City Ordinance 2023-01-26-0027 on January 26, 2023.

V. PROPERTY RIGHTS SOUGHT BY CONDEMNOR

5.1 Condemnor seeks to acquire a total of 4457 square feet of the Property owned by Condemnee, described in **Exhibit 1**.

5.2 Within and related to the Property, Condemnor seeks to acquire absolute title to the Property and all appurtenances thereto, buildings thereon, minerals lying beneath the surface, and waters thereon, through fee simple title. Condemnee shall not retain any possessory interest, non-possessory interest, title, or rights to the Property.

VI. NEGOTIATIONS

6.1 Condemnor provided a landowner's bill of rights statement to Condemnee as required by section 21.0112 of the Texas Property Code. Condemnor made a bona fide offer to acquire the property rights referenced herein by Condemnee voluntarily, as provided in section 21.0113 of the Texas Property Code. Condemnee rejected the bona fide offer made by Condemnor. Therefore, Condemnor and Condemnee are unable to agree on damages, and further negotiations with Condemnee would be futile.

6.2 All conditions precedent instituting this condemnation proceeding have occurred or have been performed.

VII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Condemnor prays:

1. That three disinterested real property owners residing in Bexar County be appointed as Special Commissioners to assess the damages to Condemnee's property interest, as required by law;
2. That two disinterested real property owners residing in Bexar County be appointed as Alternate Special Commissioners who, upon the unavailability of any Special Commissioner, whether due to being struck or otherwise, shall, in the order in which such Alternate Special Commissioners are appointed, take the place and perform the duties of the unavailable Special Commissioner;
3. That the Court specify in the order appointing Special Commissioners that the reasonable period during which a party may strike one (1) of the Special Commissioners is fourteen (14) calendar days after appointment;
4. That the Special Commissioners so appointed set a date and time for a hearing;
5. That Condemnee be notified of the hearing in writing;
6. That at said hearing, the Special Commissioners assess the value of the property interests belonging to Condemnee that are sought to be condemned, and assess damages, if any, to Condemnee's land;
7. That upon payment into the Registry of the Court of the amount awarded by the Special Commissioners, Condemnor have a Writ of Possession issued on its behalf and any other process necessary to enforce the judgment of condemnation, all as provided by law; and
8. For such other and further relief, both general and special, at law and in equity, to which Condemnor may be justly entitled.

Respectfully submitted by,

CITY OF SAN ANTONIO

ANDREW SEGOVIA

City Attorney

SBN: 24103187

DEBORAH LYNNE KLEIN

Deputy City Attorney

SBN: 11556750

Office of the City Attorney

Litigation Division

203 S. St. Mary's, 2nd Floor

San Antonio, Texas 78205

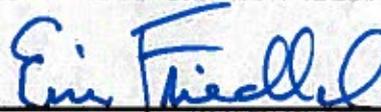
Mailing Address:

P.O. Box 839966

San Antonio, Texas 78283-3966

Phone: (210) 207-8149 / Fax: (210) 207-4357

Email: Eric.Friedland@sanantonio.gov



ERIC FRIEDLAND

Assistant City Attorney

SBN: 07458970

Attorney for Condemnor City of San Antonio

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

DATE: Effective ^{JUNE} ~~May~~ 6, 2014

GRANTOR: Luino, Ltd.

GRANTOR'S ADDRESS: P. O. Box 12575, San Antonio, TX 78212

GRANTEE: Cantu-Harwood, Inc.

GRANTEE'S ADDRESS: 516 E. HOUSTON, San Antonio, TX 78205

CONSIDERATION: TEN DOLLARS (\$10.00) and a Note of even date that is in the principal amount of \$ 917,100.00 and is executed by Grantee, payable to the order of MEADOWS BANK. It is secured by a vendor's lien retained in this Deed and by a Deed of Trust of even date from Grantee to CHICAGO TITLE, Trustee.

PROPERTY (including improvements):

Lot A-14, New City Block 423, in the City of San Antonio, Bexar County, Texas, together with 6.00 foot Access Easement out of Lot A-4, New City Block 423, in the City of San Antonio, Bexar County, Texas, said property being the same property described by instrument recorded in Volume 8301, Page 146, Bexar County Deed Records.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to the following:

1. Service Access easement as provided by instrument recorded in Volume 1525, Page 490, Bexar County Real Property Records.
2. Sewer Easement to Houston St. Enterprises, Inc., along north line of Lots A-4 and A-5 by Lou Scharlack and All Right Parking, Inc., recorded in Volume 6285, Page 698, Bexar County Deed Records.

As a material part of the consideration, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property is fit for a particular purpose. Grantee acknowledges that it is not relying upon the accuracy or completeness of any representation, brochure, rendering, promise, statement or other assertion or information with respect to the Property made or furnished by or on behalf of, or otherwise attributed to, Grantor or any of its agents, employees or representatives, any and all such reliance being hereby

CHICAGO TITLE OF# 4970/3658/BSB

expressly and unequivocally disclaimed, but is relying solely and exclusively upon its own experience and its independent judgment, evaluation and examination of the Property. Grantee further unequivocally disclaims (i) the existence of any duty to disclose on the part of Grantor or any of its agents, employees or representatives and (ii) any reliance by Grantee on the silence or any alleged nondisclosure of Grantor or any of its agents, employees or representatives. Grantee takes the Property under the express understanding that there are no express or implied warranties (except for limited warranties of title set forth in this deed). Grantee expressly warrants and represents that no promise or agreement which is not herein expressed has been made to it and hereby disclaims any reliance upon any such alleged promise or agreement. This Deed constitutes the entire agreement between the parties. This provision was freely negotiated and played an important part in the bargaining process for this Deed. Grantee has agreed to disclaim reliance on Grantor and to accept the Property "as is" with full awareness that the Property's prior uses or other matters could affect its condition, value, suitability or fitness; and Grantee confirms that Grantee is hereby assuming all risk associated therewith. Grantee understands that the disclaimers of reliance and other provisions contained herein could limit any legal recourse or remedy Grantee otherwise might have.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor but not otherwise.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

MEADOWS BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of MEADOWS BANK and are transferred to that party without recourse on Grantor.

LUINO, LTD.
A TEXAS LIMITED PARTNERSHIP

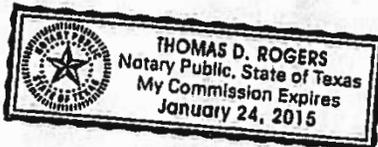
BY: INVESTORS GP ONE, INC.,
ITS GENERAL PARTNER

BY: 
ANTHONY C. BRADFIELD
PRESIDENT

THE STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on the 24 day of May, 2014,
by Anthony C. Bradfield, the President of Investors GP One, Inc., a Texas corporation, on behalf
of said corporation, and the corporation acknowledged this instrument as General Partner on
behalf of TW Flats South, Ltd., a Texas limited partnership.


NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING RETURN TO:

CANTU-HARWOOD, INC.
516 E. HOUSTON
San Antonio, TX 78205

Doc# 20140095769
Pages 4
06/09/2014 3:27PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$34.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
06/09/2014 3:27PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

EXHIBIT 1