Adjourned Regular Meeting, Monday, July 26, 1909.

Council Chamber, City Hall.
El Paso, Texas, July 26, 1909.

Council met in adjourned regular session on the above day and date, ~~Alderman Blumenthal~~, present and presiding. The following Aldermen answered to roll call: Blumenthal, Clayton, & Hewitt. Absent Mayor Pro Tem. Robinson & Mayor Sweeney.

Proposition to open N. El Paso St. by Mrs. Schultz

Mrs Samuel Schultz submitted a proposition relative to the opening of North El Paso Street. After much discussion the council on motion duly made and carried rejected the proposition. The proposition submitted is as follows to-wit:

El Paso, Texas, July 26, 1909.

To the City Council of
The City of El Paso.

In the matter of the opening of North El Paso Street through from Main to San Francisco Streets, which effects my property known as the Alberta Hotel, being lots 97, 98 and 99, in Block 17, Mills, the alley between it and the Krakauer property, lots 94, 95 and 96 in said block, and my property which lies east of the eastern alley and which I describe herein as the Hoyt store, I beg to advise the Council, in answer to their request for a written proposition from me, as follows:

First: As far as I am concerned, I am desirous of aiding any public movement which the Council thinks to the best interests of the citizens, inasfar as I can do so without unreasonable injury to my own interests but I do not believe that the opening of North El Paso Street, will particularly benefit my property.

Second: I therefore embody herein what I for my part am willing to do to aid in the opening of this street, but each and every proposition, offer or statement made herein is only to be effective in the event said street shall be opened within a reasonable time from this date, and any offers of settlement made herein are

intended merely as compromise offers covering the issues between us.

Third: I am advised (whether correctly or not), that Mr. Krakauer, even if the City vacated 10 feet of the alley between the Alberta Hotel and the Krakauer property, could not legally obstruct 10 feet of what has been since 1859 a public alley with a private building owned by an individual, nor use said 10 feet of said alley for private purposes, but nevertheless, if said street shall be opened, I am willing that Mr Krakauer should occupy with his building 5 feet of said alley next adjoining his property; that the City shall take 6 feet off of the Hoyt store property next to the alley between it and the Krakauer property and parallel with said alley, provided the city will pay me $7,000.00 net for the 6 feet of the Hoyt store property so taken, and that the City will also pay for the tearing down and replacing of all walls on said Hoyt property, and the protection of said property during said work, will not tear down said wall until February 1st, 1910, and will pave sidewalk and light said new street at its own expense, and will agree to keep the remaining 12 feet of the said alley between the Alberta Hotel and the Krakauer property forever open as a public alley, the $7,000.00 to be paid to me when the City commences to tear down said wall.

Fourth: I am advised that the proper way to effect such an agreement, would be for the City, Mr. Krakauer and myself to enter into a three-cornered agreement, the City stating therein the things it would do, Mr. Krakauer stating therein the things he would do, and I stating therein what I would do. Therefore, I will enter into such an agreement covering the matters above stated, or if it should be found impossible at this time for the City and myself to agree upon what amount of money the city shall pay for the 6 feet which they are to take off the Hoyt store

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property then, in order to facilitate this matter, I will enter into an agreement with the City and Mr. Krakauer covering everything mentioned except the price to be paid for said 6 feet, the City agreeing that it will legally condemn said property and pay therefor such sum as through the courts in such condemnation suit I shall be adjudged to be entitled to for said 6 feet so taken.

Fifth: In the event of the execution of either agreement, I will, of course, want Mr. Krakauer's signature as evidencing his assent, as well as the City's, to everything contained in the agreement.

In conclusion I wish the Council to bear in mind that I have had no purpose or intention of selling or disposing of any part of my property adjacent to the point where said street is to be opened, and if by law or by agreement I am forced to dispose of 6 feet of my property, to disarrange my tenants and leases, and to lose the use of 8 feet of an alley which my property abuts on, and which was a mapped public alley when the property was acquired, the things which I ask on the part of the City are not unreasonable, and as said street will be, when opened, in Improvement District No. 1, it would seem that, independent of any agreement so to do, the City should be the one to pave it.

Respectfully Submitted.

Mrs Samuel Schutz.

By W. M. Peticolas, her Attorney and by

Adolph G. Schutz

Attorney in fact.

There being no further business, the Council adjourned.

Percy McGhee

City Clerk.

Approved

[illegible]

Mayor.