

BLUCHER PARK

The State of Texas

County of Nueces

This instrument, executed this      day of      , 1942, by Mary E. v. Blucher and Conrad M. v. Blucher, individually and as independent executors of the Estate of Charles F. H. v. Blucher, Deceased, Carl F. K. v. Blucher, George A. v. Blucher, Marie M. v. Blucher and Richard A. v. Blucher, grantors, sometimes hereinafter also referred to as Donors, and the City of Corpus Christi, Texas, Grantee, witnesseth that

Whereas Grantors are owners of a parcel of land which,

IN MEMORY OF CHARLES FREDERICK HARVEY von BLUCHER, their husband and father, they desire shall be used for park purposes for the enjoyment of the people of Corpus Christi, under appropriate restrictions and subject to reversion only as hereinafter set forth,

Now, therefore, Grantors, in consideration of the acceptance of this deed and agreement by the City of Corpus Christi, Nueces County, Texas, to perform all the conditions and purposes of this conveyance, as hereinafter provided, do grant and convey, except as hereinafter set out, unto the City of Corpus Christi, Nueces County, Texas, the said parcel of land, same being described as follows:

To have and to hold the same unto the said City of Corpus Christi, subject to the exceptions and reservations hereinafter provided unto Grantors, their heirs, administrators and executors, and further subject to the trusts, conditions and stipulations to be fairly and fully performed by the said City of Corpus Christi, as follows, to-wit:

1. The property shall be used to provide a wooded park of natural beauty for the censurevation and collection of native shrubs, trees and plants; to provide a bird sanctuary, where birds may find refuge and thrive; and to provide a place where city dwellers may commune with nature in an atmosphere of quiet and relaxation.

2. The name shall be and always remain BLUCHER PARK.

3. In general, landscaping of the area shall follow the natural topography of the land, avoiding artificiality or formality of design. The older trees now standing, on account of their age and beauty, shall not be removed without consent of the Donors. As far as practicable, the berry-bearing bushes and other wild plants now growing in the area shall be conserved, and in further plantings especial attention shall be given to the cultivation of native plants and wild flowers. Provision shall be made for a place where birds may drink and bathe. Benches and resting places may be provided.

4. The broken city storm sewer extending into the area from the north shall be repaired and improved, or such steps taken as may be necessary to make this portion of the grounds attractive in keeping with the remainder of the Park.

5. The park shall be suitably lighted, to increase the period of service and to discourage disorderly conduct.

6. The premises shall always be kept in attractive condition and not permitted to become a nuisance in any manner.

7. There shall be allowed no auditorium, lecture platform, or building of any sort, except such small service structure (not to be unsightly in appearance) as may be found necessary for the upkeep of the premises, and no structure whatsoever unless it is under the administration of the same branch of the city government as the Park; no concessions, such as cold drink stands; no playground equipment, shuffleboard courts, horse show pitching



facilities, or the like, and no promoted games or contests except such as may be related to the purposes of the Park; no picnic facilities; no zoo or snake garden; no campers; and the area shall not be used as an amphitheatre for large public gatherings. It shall not be placed under the management or sponsorship of any club, society, or organization; but the cooperation of any organization especially interested in parks and gardens may be accepted.

8. In view of the fact that the portion of Carrizo Street alongside the park was donated and dedicated by C. F. H. v. Blucher, conditioned on same being opened and maintained, Grantee by acceptance of this grant, does covenant and agree that it will, and this grant by Grantors herein is upon the express condition that Grantee, without undue delay, shall place and ~~shall then~~ maintain said street in good condition as a public thorofare, and shall place a street light on said street, on the east side, between Kinney Avenue and Blucher Street.

9. In the event the name of said park shall ever be changed, or the Park designated by any name other than Blucher Park, except as hereinafter provided, title to said premises and all improvements thereon shall at once revert to Grantors, their heirs and assigns, free of any incumbrance of taxes, or otherwise. Furthermore, in the event Grantee shall ever fail to operate and maintain said premises as herein provided, or shall violate any of the herein set out conditions and provisions as to the manner in which the same is to be operated and maintained, and shall fail to remedy any such failure or violation pointed out in written notice addressed to Grantee, through the United States mail, within ninety (90) days after the date of mailing of such notice, then the title to the hereinabove described land and all improvements thereon <sup>shall</sup> immediately revert to Grantors, their heirs and assigns, free of any incumbrance of taxes, or otherwise. Failure of Grantors to notify Grantee of any breach or breaches of the provisions and conditions of this grant shall never be construed as a waiver of any of such provisions and conditions, or of such breach or breaches, and the above provision of reversion of title to Grantors shall be and remain in full force and effect as to any breach or breaches of such provisions and conditions, regardless of the time when such breach or breaches occurred. Furthermore, the correction of any such breach or breaches by Grantee shall to no extent be construed as a waiver by Grantors of the hereinabove provided right to give notice to Grantee and thereby to create

reversion of title to Grantors, as hereinabove provided, on the occurrence of any subsequent breach.

10. Where the consent or participation of Donors is herein specified, such provision shall be deemed to have been complied with if any two of said Donors shall act in such circumstance; provided that in the event written request for such consent or participation be delivered to at least two of said Donors, or to one if only one be living, and refusal be not received by Grantee within ninety (90) days from the date such request was delivered, then it shall be considered that such consent has been granted or participation effected. Such consent or participation shall not be required except during the lifetime of present Donors.

11. Grantee shall, by proper ordinance, accept this grant in accordance with its terms, trusts, conditions and stipulations herein set out and provided.

12. The following privileges shall accrue to Donors:

Donors may erect in the area such suitable memorial as they may desire.

The general outline of beautification plans is to be worked out in consultation with a designated member of Donor's family, for at least the first two years.

Any land owned by any of the Donors individually or under any form of trust or estate, which adjoins the park or which adjoins that portion of North Carrizo Street adjoining the park, as well as a tract of land at 117 North Carrizo Street belonging to the estate of Julia A. v. Blucher, shall be exempt from any and all future special park assessments, and any assessments which may ever be levied against said land of Donors and of the Estate of Julia A. v. Blucher for street improvement purposes, shall be paid by the City of Corpus Christi, This benefit shall apply only so long as ownership of such lands remains in the family of Donors or in an estate in which Donors are participants, and shall cease as to any portion of or interest in such lands which may be transferred <sup>to</sup> or held by any owner not a member of the family of Donors.

13. The provisions and conditions herein set forth governing development and operation of the park shall be in force for not less than fifty years from date of execution of this instrument, unless earlier modified by consent



of Grantors. If at any time after the expiration of fifty years from the date of execution of this instrument, it is found, upon public hearing held pursuant to adequate printed notice of such hearing, to be entirely impracticable to maintain the area for the purposes for which it was granted, then and in that case only, said tract of land herein conveyed may be used by Grantee for some other purpose, provided, however, that other land, not inferior in value, area and extent, attractiveness and fitness for the original purposes of this grant as hereinabove set forth, may be substituted, and in such case the name, BLUCHER PARK, shall be transferred to such other tract of land and the purposes and manner of maintenance and operation of the new site shall be the same as hereinabove provided for the original Blucher Park.

Witness our hands, this the date first above mentioned, the City of Corpus Christi acting by and through its officers, duly authorized hereunto.

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Acknowledgments

The S. of G.  
C. of M.