

## ART DONATION AGREEMENT

This Art Donation Agreement ("Agreement") is made this 28<sup>th</sup> day of July 2022, by and between the City of San Antonio, Texas, a Texas Municipal Corporation, acting by and through its Department of Arts and Culture ("City") and the Texas Historical Commission ("Recipient").

### WITNESSETH:

**WHEREAS**, City was given a statue of Jose Antonio Navarro ("Donated Property") as a gift from the Bonham Chapter of the Sons of the Republic of Texas, who worked in conjunction with the Texas Parks and Wildlife Department and private donors, as detailed below and further described in Exhibit I; and

*Name: Jose Navarro*

*Artist: Jonas Perkins*

*Medium: Bronze*

*Date: 1995*

*Dimensions: unknown*

*Location: Nueva & Laredo Streets*

*Description: A standing bronze statue of Navarro.*

*Value: \$10,000*

**WHEREAS**, the Donated Property is presently located just outside the Casa Navarro State Historic Site on property that City will be conveying to the University of Texas at San Antonio ("702 Dolorosa"); and

**WHEREAS**, Recipient intends to keep the Donated Property at its present location as long as practical, but may need to relocate it in the future; and

### Now Therefore:

In consideration of the foregoing, which are deemed a contractual part of this Agreement, and in consideration of the mutual promises, covenants and agreements set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties do agree as follows:

1. Closing. As a charitable donation, and without condition other than Recipient's agreements as set forth in this Agreement, City agrees to transfer to Recipient all of its interest in the Donated Property at a closing (the "Closing") on a mutually agreed upon date subsequent to the date of this Agreement.

2. Condition of Donated Property. Recipient acknowledges and agrees that City is donating, and Recipient is accepting the Donated Property in an as-is condition.

3. Recipient and City acknowledge they are political subdivisions of the State of Texas and are subject to and comply with the applicable provisions of the Texas Tort Claims

Act, as set out in the Texas Civil Practice and Remedies Code, §101.001 *et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this agreement shall be in Bexar County, Texas. This Agreement is made and is to be performed in Bexar County, Texas and is governed by the laws of the State of Texas.

4. Delivery and Possession. City shall deliver possession of the Donated Property at Closing at which time title shall pass. At such time, the Donated Property shall become property of Recipient. Further, the Parties agree that any future placement and installation of the Donated Property shall be at the sole cost and expense of Recipient. Under the First Amendment to Master Development, Purchase, and Sale Agreement between the Board of Regents of The University of Texas System, for the use and benefit of The University of Texas at San Antonio (“UTSA”) and City (“First Amendment”), City and UTSA agree that City and Recipient will have a limited license for access on the area of 702 Dolorosa where the Donated Property is located to maintain the Donated Property and, if applicable, to remove and relocate the Donated Property. Per the First Amendment, this license shall automatically terminate when the Donated Property is moved off of 702 Dolorosa by Recipient.

5. Location of Donated Property. Upon conveyance, Recipient may relocate the Donated Property to a location accessible to the public in proximity to the Casa Navarro State Historic Site and shall inform City of any such relocation. Such relocation shall be at the sole cost and expense of Recipient. It is the understanding of the Parties that Recipient will remove the Donated Property after all parties mutually agree upon its relocation from 702 Dolorosa upon notification to the City (or UTSA as owner of 702 Dolorosa) and relocate it to Recipient-owned property compliant with this Agreement, such removal and relocation to occur within 180 days after notification by the Recipient. Under the First Amendment, UTSA agrees that if UTSA, as successor to City and owner of 702 Dolorosa, makes such a relocation request after the Closing of UTSA’s purchase of 702 Dolorosa, then UTSA will provide notice of such request to Recipient and City. After any relocation of the Donated Property, Recipient (or City, if the Donated Property has not yet been conveyed to Recipient) will be obligated to remove the pedestal and any debris on 702 Dolorosa where the Donated Property was located.

6. Mutual Representations. Subject to approval of the City Council of the City of San Antonio, the Parties represent that they each have the full right, power, and authority to execute and deliver this Agreement and to consummate the transaction provided for without obtaining any further consents or approvals from, or the taking of any other actions with respect to third parties.

7. City’s Representations. City represents to Recipient that as of the date of this Agreement and as of Closing, City:

- (a) owns good and indefeasible title to the Donated Property and that there are no other sales contracts outstanding for acquisition, license or lease of the Donated Property;

(b) that there are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of City, threatened that could materially adversely affect the ownership, operation, or maintenance of the Donated Property or City's ability to perform under this Agreement; and

(c) that all bills and other payments due with respect to the ownership, operation, and maintenance of the Donated Property have been paid or will be paid prior to the Closing Date.

8. Recipient Obligations. Recipient is responsible for the following:

(a) all maintenance of the Donated Property, including but not limited to that outlined in the Technical and Maintenance Recommendations, which are attached and incorporated into this Agreement as Exhibit II;

(b) any relocation and reinstallation costs associated with relocating the Donated Property, as provided for in Section 5; and

(c) providing insurance to cover the Donated Property.

9. Coverage and Disclosure. No press release shall be issued by either party without the prior written consent of the other party. Notwithstanding the foregoing, City and Recipient are both subject to the Texas Public Information Act ("Act") and this Agreement is to the Act.

10. Notices. Any notice required or permitted under this Agreement shall be given in writing and shall be effective for all purposes if hand delivered to the party designated below or if sent by (a) certified or registered United States mail, postage prepaid; or (b) by expedited delivery service, either commercial or United States Postal Service, with proof of delivery; or (c) by email (provided that such email is confirmed by expedited delivery service or by mail in the manner previously described), addressed as follows:

If to Recipient:

Mark Wolfe  
Texas Historical Commission  
P.O. Box 12276  
Austin, Texas 78711-2276

If to City:

City of San Antonio  
Department of Arts and Culture  
115 Plaza de Armas  
San Antonio, Texas 78205

If to UTSA:

Corrina Green  
Associate Vice President, Real Estate, Construction &  
Planning  
The University of Texas at San Antonio  
Main Building, 4.108  
One UTSA Circle  
San Antonio, Texas 78249

or to such other address and person as shall be designated from time to time by either party in a written notice to the other in the manner provided for in this Section. The notice shall be deemed to have been given at the time of delivery if hand delivered, or in the case of registered or certified mail, three (3) business days after deposit in the United States mail, or if by expedited delivery, upon first attempted delivery on a business day. A party receiving notice that does not comply with the technical requirements for notice under this Section may elect to waive any deficiencies and treat the notice as having been properly given.

11. Recognition. Recipient shall provide and install signage recognizing this donation from City that reads:

“A gift from the City of San Antonio.”

12. Decommissioning. Prior to Recipient decommissioning and/or removing Donated Property from a location permissible under this Agreement, Recipient shall inform City in writing and City may require the return of the Donated Property, at City’s expense.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate originals, as of the date first above written.

**CITY OF SAN ANTONIO, TEXAS**  
a Texas Municipal Corporation

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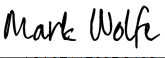
Krystal Jones  
Director, Department of Arts and Culture

Approved as to Form:

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City Attorney

**RECIPIENT**

DocuSigned by:  
  
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Mark Wolfe  
Executive Director, Texas Historical Commission

## Exhibit I – Description of Artwork

**Title:** José Antonio Navarro

**Artist:** Jonas Perkins (American, Fredericksburg, TX)

**Date:** 1995

**Medium:** Bronze on limestone base

**Dimensions:** 6' 6" x 21"

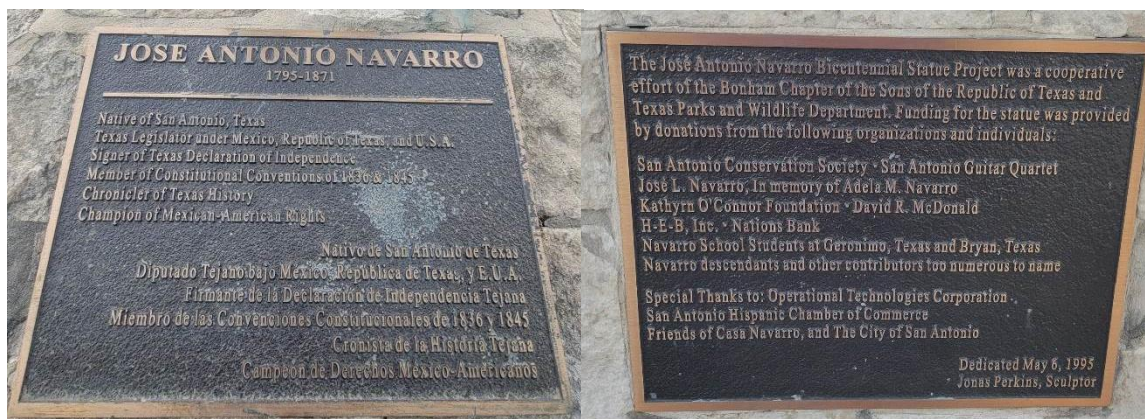
**Current Location:** intersection of Laredo St. and Nueva St. near Casa Navarro

**Donation Information:** Originally donated in 1995 by the Sons of the Republic of Texas, Bonham Chapter (now called Alamo Chapter), through the Parks and Recreation Department of the City. Dedicated on May 6, 1995.



**Plaque Information:** The José Antonio Navarro Bicentennial Statue Project was a cooperative effort of the Bonham Chapter of the Sons of the Republic of Texas and Texas Parks and Wildlife Dept. With donations from: SA Conservation Society, San Antonio Guitar Quartet, Jose L. Navarro, in memory of Adela M. Navarro, Kathryn O'Connor Foundation, David R. McDonald, HEB, Nations Bank, Navarro School Students, Navarro descendants and other contributors to numerous to name. Special Thanks to: Operation Technologies Corporation, San Antonio Hispanic Chamber of Commerce, Friends of Casa Navarro, and The City of San Antonio.

**About José Antonio Navarro:** José Navarro was a native of San Antonio, legislator under Mexico, Republic of Texas and the United States, and historian. He was a signer of the Texas Declaration of Independence, member of Constitutional Conventions of 1836 and 1845, and chronicler of Texas History.



## Exhibit II - Technical and Maintenance Recommendations

CITY recommends consulting with a conservator prior to any work.

Taken from "The Care and Preservation of Historical Brass and Bronze" by Clara Deck, Conservator, Revisions by Cuong T. Nguyen, Conservator, The Henry Ford, Benson Ford Research Center, copyright © 2020 The Henry Ford, [Brass & Bronze \(thehenryford.org\)](http://thehenryford.org)

**Cleaning:** Sometimes surface grime can be removed satisfactorily with soap and water. We recommend a plain soap such as "Triton X-100" or "Vulpex"; both are conservation approved, in a 3% solution in water. Any wet cleaning should employ deionized or distilled water only, and rinsing is a necessary to remove the dirt and soap dilution. If the dirt that you want to remove is very greasy, "Vulpex" may be used in mineral spirits, in a 3% solution: rinse with straight mineral spirits. It is especially important to remove old polish residues, which appear usually as dark green, gray or white deposits in cracks.

**Polishing:** If you wish to return a brass or bronze object to its original, polished appearance, it is usually possible with a fair amount of elbow grease and a good polishing compound. For most polishing we use ultra-fine (1.2-1.6 microns) calcium carbonate, CHALK, ("whiting") worked into a slurry or runny paste with equal amounts of ethanol (denatured alcohol) and distilled water. The paste is rubbed across the surface working a small area at a time, with cotton balls or clean cotton rags. Detailed areas may be polished with Q-tips in the paste or with cotton wadding on the end of a sharpened bamboo skewer. Depending on the design of your object, it may not be desirable to over clean every crevice, as this decreases the overall contrast of the detailing. It is important to remove all residual polish with distilled water. Drying may be accelerated by adding ethanol to the rinse water, or by giving the object a final wipe with ethanol.

**Coating:** Polishing exposes fresh, reactive metal to the atmosphere and, therefore, to further oxidation. You may wish to coat objects that will not be used by either waxing or lacquering. Wax provides a flexible coating that is easily applied and that can be renewed. It can be used on top of original patinas and lacquers that you do not wish to disturb if they are cleaned first. The Henry Ford uses "Renaissance" wax, or other "microcrystalline" waxes in most cases, because it is inert and will not yellow over time. It is applied to a degreased surface with a clean cloth and buffed out with a rag or bristle brushes (shoe polish brushes are great for this purpose).