

AN ORDINANCE **5 533 1**

AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF SAN ANTONIO AN AGREEMENT WITH THE UNITED STATES OF AMERICA FOR THE PURCHASE OF THE NAVAL RESERVE PROPERTY IN NEW CITY BLOCK 929 AND A LEASE AGREEMENT WITH H. E. BUTT GROCERY COMPANY COVERING THE SAME PROPERTY.

WHEREAS, the United States of America owns lands and improvements comprising the United States Naval and Marine Corps Reserve Center, 311 East Arsenal Street, San Antonio, Texas, hereinafter called the "Navy Property"; by Section 916, Public Law 97-99, 97th Congress, passed December 23, 1981, hereinafter called the "Enabling Act", Congress authorized the Secretary of the Navy to convey the Navy Property to the City upon the City's making available to the Secretary of the Navy funds equal to the fair market value, as determined by the Secretary of the Navy, of the Navy Property and paying the cost of relocation of all goods and equipment of the Reserve Center from the Reserve Center to the site of a replacement facility; and the United States of America has executed the Agreement between the United States of America and the City of San Antonio in the form attached hereto as Exhibit A; and

WHEREAS, H. E. Butt Grocery Company has obtained an option to purchase the parcel of land located north of the Navy Property between the Navy Property and Durango Street, hereinafter called the "H.E.B. Property"; H. E. Butt Grocery Company desires to lease the Navy Property from the City of San Antonio on a long term lease basis in accordance with the Lease Agreement between the City and H.E. Butt Grocery Company, hereinafter called the "Lease Agreement", so that there can be a comprehensive development of the H.E.B. Property and the Navy Property, the two properties having originally been part of the same arsenal site; and H. E. Butt Grocery Company desires to provide, as rental under the Lease Agreement, the funds necessary for the conveyance of the Navy Property to the City to be accomplished; and

WHEREAS, the leasing of the Navy Property by the City to H.E. Butt Grocery Company will permit the comprehensive development of the two adjoining properties in a way that will enhance the historic structures on the H.E.B. Property, permit the beautification of the two properties, and provide an incentive and contribute to the economic development plans for downtown San Antonio and the Old San Antonio Arsenal Historical District; and the Navy Property is not required for other public purposes; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager is hereby authorized to execute the Agreement between the United States of America and the City of San Antonio, Texas, a copy of which is attached hereto and made a part hereof as Exhibit A.

SECTION 2. The City Manager is hereby authorized to execute the Lease Agreement between the City of San Antonio and H. E. Butt Grocery Company, a copy of which is attached hereto and made a part hereof as Exhibit B.

SECTION 3. The City Manager is authorized and directed to cause all duties of the City of San Antonio under the two agreements to be performed, specifically including, but not limited to, the following:

- (a) receiving and accepting through the Director of Finance the payments

from H.E. Butt Grocery Company designated in the Lease Agreement as First Payment and Second Payment of Rent Based on Appraised Value and as Rent Based on Relocation Cost, depositing or negotiating the same, and causing to be issued City checks to the Department of the Navy in payment of the purchase consideration provided in the agreement between the United States of America and the City of San Antonio; and

- (b) receiving and accepting, by and through the Director of Finance, from H. E. Butt Grocery Company an irrevocable letter of credit naming the City of San Antonio as beneficiary as provided in the Lease Agreement and pledging the same as security for the issuance of an irrevocable letter of credit by a national bank in the City of San Antonio naming the Department of the Navy as beneficiary as provided in the agreement between the United States of America and the City of San Antonio.

SECTION 4. Whereas, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once; therefore, upon passage of this ordinance by a vote of at least eight (8) members of the City Council, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio.

PASSED AND APPROVED this 13<sup>th</sup> day of May, 1982.

*Henry Cisneros*  
M A Y O R

ATTEST:

*Norma J. Rodriguez*  
City Clerk

APPROVED AS TO FORM:

*John A. McKinley*  
City Attorney

82-21

AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE CITY OF SAN ANTONIO TEXAS

This Agreement made and entered into this 14<sup>th</sup> day of May 1982 by and between the United States of America represented by William J. Woods, Director, Real Estate Division, Southern Division, Naval Facilities Engineering Command, acting for and by direction of the Commander, Naval Facilities Engineering Command, under authority of the Secretary of the Navy, hereinafter called the Government, and the City of San Antonio, a municipal corporation of the State of Texas, hereinafter called the City, WITNESSETH THAT:

WHEREAS, Public Law 97-99 authorized the Secretary of the Navy, upon completion of a Replacement Reserve Facility, to convey to the City the Reserve Center at San Antonio, Texas, for and in consideration of payment of the fair market value and the payment of certain relocation costs; and

WHEREAS, the said Public Law also provides for the utilization of the said fair market value to be paid by the City and other Government funds for the construction of a Replacement Reserve Facility; and

WHEREAS, the fair market value of the Reserve Center is \$550,000; and

WHEREAS, additional Congressional appropriations are required to supplement the fair market value and cover the cost of construction of a Replacement Reserve Facility; and

NOW THEREFORE, the parties hereto have mutually agreed as follows:

1. The Government agrees to sell and the City agrees to purchase the San Antonio Reserve Center, described in Exhibit A, for the fair market value of \$550,000 and payment by the City of certain relocation costs as hereinafter provided.
2. Upon execution of this agreement the City shall pay to the Government in cash or by certified check ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) and will furnish an Irrevocable Letter of Credit in the amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) representing the balance of the

fair market value. The \$400,000. may be withdrawn by the Government at such time as required by the Government to award a contract for construction of a Replacement Reserve Facility.

3. The Government shall commence design of the Replacement Reserve Facility and when additional appropriations are available shall, utilizing the purchase price paid by the City and the said additional appropriations, construct the Replacement Reserve Facility, relocate the goods and equipment of the Reserve Center from the site of the Reserve Center to the replacement facility, and provide a statement to the City setting forth the actual total cost of said relocation within sixty days after such relocation.

4. The City shall reimburse the Government for the actual cost of relocating its goods and equipment to the Replacement Reserve Facility. Such relocation cost shall be paid by the City within sixty days after receipt from the Government of the statement setting forth the total actual cost.

5. The Government after completion of the Replacement Reserve Facility, relocation thereto, and reimbursement of the actual cost of said relocation by the City or five years from the date additional funds are appropriated for the Replacement Reserve Facility, whichever occurs first, shall by execution of a Quitclaim Deed in the form attached hereto as Exhibit A and made a part hereof convey the Reserve Center, as more particularly described in said Exhibit A, to the City.

6. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESS

Jackson C. Hubbard  
Ramon V. Rodriguez

THE CITY OF SAN ANTONIO, TEXAS

BY: [Signature]

Date: 5/14/82

WITNESS

Rosie Phillips  
M.D. Miller

THE UNITED STATES OF AMERICA

BY: [Signature]

CONTRACTING OFFICER

DATE: 4-29-82

STATE OF TEXAS )  
 )  
COUNTY OF BEXAR )

Personally appeared before me Jackson C. Hubbard, who being duly sworn, says that he saw the within named Louis J. Fox sign and seal the foregoing instrument in behalf of the City of San Antonio, Texas, and that he, with Norma S. Rodriguez witnessed the execution thereof.

Jackson C. Hubbard

Sworn to before me this 14th day of May 1982,  
Guadalupe Ochoa Gomez, Notary Public for the State of Texas.

Guadalupe Ochoa Gomez

MY COMMISSION EXPIRES \_\_\_\_\_

**GUADALUPE OCHOA GOMEZ**  
Notary Public, Bexar County, Texas  
My Commission Expires January 29, 1986

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

Personally appeared before me Rosie Phillips, who being duly sworn, says that she saw the within named W. J. Woods sign and seal the foregoing instrument in behalf of the United States of America, and that she, with M. D. Miller, witnessed the execution thereof.

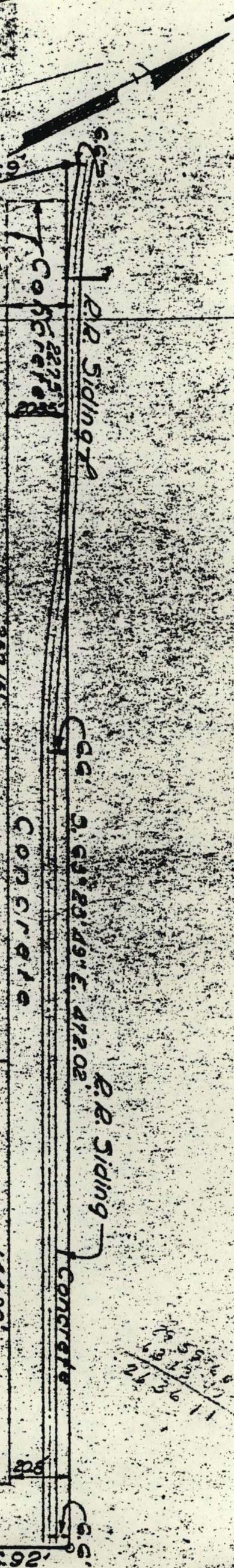
Rosie Phillips

Sworn to before me this 22<sup>nd</sup> day of April 1982,  
E. Raymond Weberg, Notary Public for the State of South Carolina.

E. Raymond Weberg

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires April 10, 1984



BOIS ARC ST.

Scale 1" = 40'

ARSENAL ST.

PROPERTY MAP  
 A PART OF U.S. ARSENAL AREA  
 BUILDING NO. 51

BLOCK No 929 SAN ANTONIO, TEXAS  
 SURVEYED JULY 24, 1948  
 ALAMO CITY ENGINEERS  
 3005 TRANSIT TOWER  
 SAN ANTONIO, TEXAS

11-1-48  
 5:27 PM  
 1948

LEASE AGREEMENT

This lease agreement dated May 14, 1982, entered into by and between the City of San Antonio, hereinafter called "City," a home rule city of the State of Texas, as lessor, and H. E. Butt Grocery Company, hereinafter called "H.E.B.," a Texas corporation, as lessee.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City leases to H.E.B. the property described below in accordance with the provisions of this agreement and the parties recite, agree and act as follows:

I.

RECITATIONS

1.1 Guido Property. H.E.B. has an option to purchase a parcel of land hereinafter referred to as the "Guido Property" and described in Exhibit A attached hereto and incorporated by reference herein. Said Guido Property is part of the U.S. San Antonio Arsenal which is listed on the National Register of Historic Places pursuant to the National Historic Preservation Act of 1966.

1.2 Navy Property. The United States of America owns the property, hereinafter referred to as the "Navy Property," adjoining the Guido Property. Said Navy Property, described in Exhibit B attached hereto and incorporated by reference herein, is also a part of the beforedescribed U.S. San Antonio Arsenal. Upon exercising its option to purchase the Guido Property and upon leasing the Navy Property, H.E.B. will combine said properties for an integrated redevelopment project.

1.3 Transfers. By Section 916, Public Law 97-99, 97th Congress, passed December 23, 1981, said Public Law hereinafter called "Enabling Act," Congress authorized the Secretary of the Navy, hereinafter referred to as "Secretary" to

convey the Navy Property to the City. The Secretary of the Navy has caused appraisals to be made and has determined the fair market value of the land and improvements constituting the Navy Property to be \$550,000.00, said sum hereinafter referred to as the "Appraised Value." In accordance with Sections 916 (b)(1) and 916 (b)(2) of the Enabling Act and by an agreement between the United States of America and the City dated May 14, 1982, said agreement hereinafter referred to as the "U.S.A.-City Agreement," the City has agreed to make available to the Secretary funds equal to the Appraised Value and the cost of relocating the goods and equipment of the United States Naval and Marine Corps Reserve Center located on the Navy Property to a replacement facility to be constructed by the Secretary, said cost hereinafter referred to as "Relocation Cost." In this lease agreement, H.E.B. agrees, to pay to the City as part of the rent for the Navy Property a sum equal to the Appraised Value and the Relocation Cost in order for the City to make funds available to the Secretary in accordance with Sections 916 (b)(1) and 916 (b)(2) of the Enabling Act.

1.4 Benefits to the Public. The City desires to lease the Navy Property to H.E.B. so that the historic site formed by the Guido Property and the Navy Property can be redeveloped, improved and beautified and a neglected area of the City can be revitalized. It is expressly agreed and understood by the parties hereto that the City will not bear any costs whatsoever in any way connected with the execution of this agreement, including but not limited to the acquisition of the Navy Property and its redevelopment, and that H.E.B. expressly assumes any and all costs that may arise under this agreement.

II.

DEMISE

2.1 The City hereby leases, lets and demises to H.E.B. and H.E.B. hereby leases from the City the Navy Property, including all improvements thereon and all easements, rights and appurtenances thereto.

III.

TERM AND OPTION TERM

3.1 The primary term of this lease ("Primary Term") shall commence on the first day of the month following the conveyance and tender of possession of the Navy Property to the City by the Secretary in accordance with the U.S.A.-City Agreement and shall end on the expiration of 55 years following the commencement date; provided H.E.B. shall have the option to extend the term for two successive option terms ("Option Terms") of ten years each commencing at the expiration of the Primary Term and of the First Option Term.

3.2 Each option for an Option Term shall be automatically exercised unless during the Term six months or more prior to the commencement of an Option Term, H.E.B. shall give notice to the City that it elects not to exercise the option for such Option Term. The term of the lease ("Term") shall be the Primary Term and Option Terms taking effect hereunder.

IV.

CONSIDERATION

4.1 H.E.B. shall pay the following amounts to the City as rent due during the Term:

A. Rent Based on Appraised Value. H.E.B. shall pay the City the following rental payments based on the Appraised Value:

(1) First Payment. H.E.B. shall pay the City the sum of \$150,000.00 within two weeks after the execution of this lease agreement by the City.

(2) Second Payment. H.E.B. shall deliver to the City a certified check in the amount of \$400,000.00 payable to the City of San Antonio at least two weeks prior to the date the Secretary is entitled to receive such payment from the City under the U.S.A.-City Agreement; provided, however, the City shall specify the date such payment is due to the United States of America in a notice to H.E.B. given at least one month prior to such date.

(3) Letter of Credit. As security for the \$400,000.00 payment provided for in subparagraph (2) above, H.E.B. shall deliver to the City an irrevocable letter of credit issued by a national bank in the City of San Antonio in the amount of \$400,000.00 naming the City of San Antonio as beneficiary and providing that the letter of credit shall be paid upon delivery of a certificate executed on behalf of the City stating that H.E.B. has failed to pay the amount provided in subparagraph (2) of this paragraph after the date payment of such amount has become due. H.E.B. shall furnish renewals of such letter of credit so that such letter shall remain continuously in effect until one month after such due date of such payment; provided, upon payment of such amount, the letter of credit shall terminate and shall be returned to H.E.B.

B. Rent Based on Relocation Cost. H.E.B. shall pay to the City a rental payment in an amount equal to the Relocation Cost on a date two weeks prior to the time the payment of the Relocation Cost to the Secretary is due. The date the payment is due from H.E.B. shall be specified in a notice to H.E.B. at least one month prior to such date.

C. Rent Based on Taxes. H.E.B. shall pay to taxing authorities all taxes and assessments which may be assessed, levied, confirmed, imposed and become due on H.E.B.'s leasehold interest in the Navy Property or on account of H.E.B.'s possession of it and/or any improvements

or property of H.E.B. located on it. H.E.B. shall deliver official receipts to the City evidencing each such payment prior to the date on which such taxes or assessments become delinquent. If H.E.B. desires to contest the validity of any tax or assessment, H.E.B. may do so without being in default hereunder upon giving the City notice of H.E.B.'s intention. Any taxes or assessments for the first and last years of the term shall be prorated.

D. Rent Based on Administrative Cost. An annual fee of Eight Hundred Dollars (\$800.00) for administrative costs under this lease shall be paid to the City by H.E.B., the first such payment to be due and payable on the date of commencement of this lease as defined in Article III herein and a like payment due and payable on the same date of each calendar year thereafter during the term of this lease or any extension thereof.

V.

ALTERATIONS AND IMPROVEMENTS

5.1 H.E.B. recognizes that Navy Property comprises a part of the U.S. San Antonio Arsenal as hereinbefore described. H.E.B. shall have the right to remove or make any changes it desires to any building located on the Navy Property and to construct other buildings and improvements on the Navy Property provided that in so doing any of the foregoing acts H.E.B. shall fully comply with Article ~~III~~<sup>XII</sup> herein. Any costs in connection with any alteration, removal, improvement and construction shall be fully paid by H.E.B.

VI.

REPAIRS

6.1 During the Term, H.E.B. shall keep any buildings and improvements on the Navy Property in a good state of repair and in compliance with H.E.B.'s obligations under Article XII herein.

VII.

INDEMNIFICATION AND INSURANCE

7.1 During the Term, H.E.B. agrees to indemnify and save harmless the City of and from all fines, suits, claims, demands and actions of any kind by reason of any breach, violation, or nonperformance of any condition hereof on the part of H.E.B. The City shall not be liable for any injury or damage to person or property happening in or about the leased premises, and H.E.B. agrees to indemnify and save harmless the City from any liability therefore. H.E.B. shall indemnify and hold harmless the City of and from any and all damages or liability for anything arising from or out of the condition of the leased premises or the occupancy and use thereof by H.E.B.

7.2 If it becomes necessary for the City to defend any action seeking to impose any such liability, H.E.B. will pay the City all court costs and reasonable attorneys' fees incurred by the City in effecting such defense in addition to any other sums which the City may be called upon to pay by reason of the entry of a judgment against the City in such litigation.

7.3 Insurance. H.E.B. shall pay the premiums for the following insurance policies during the Term and shall deliver to the City evidence of the payment of such premiums before default and shall cause renewals of expiring policies to be written and copies thereof to be delivered to the City at least two weeks before the expiration date of such expiring policies:

A. Liability Insurance. H.E.B. shall cause to be written policy or policies of insurance in the form generally known as public liability and property damage insurance issued by responsible companies for the defense, protection and indemnification of H.E.B. and the City against any and all liability claims, demands and causes of action

arising out of the ownership, use, maintenance and occupancy of the Navy Property by the City and H.E.B. The City shall be named as an insured. The policy limits shall be not less than \$1,000,000.00 for injury or death to one or more persons in an occurrence and not less than \$100,000.00 for damage to property in any one occurrence.

B. Casualty Insurance. H.E.B. shall insure all buildings and betterments on the Navy Property against loss or damage by fire and wind storm and extended coverage. The insurance shall be maintained in an amount which shall be not less than 80% of the full insurable value of such building and betterments.

C. Deductible Coverage. The foregoing insurance policies may provide for deductible coverage, in which case H.E.B. shall furnish the City evidence of financial ability to pay the deductible amounts.

8.1 If the building on the Navy Property is damaged or destroyed by fire or other casualty, H.E.B. may cause repair or reconstruction to be accomplished or, if the extent of the damage or destruction renders continued use of such building physically or financially unfeasible, demolish all or part of the remainder of the building.

#### IX.

#### CONDEMNATION

9.1 If all or part of the Navy Property land or any building thereon is taken by eminent domain proceedings, the award as to the land shall be apportioned between the City and H.E.B. according to their respective interests and the award as to the buildings shall be allocated to H.E.B. In such event, H.E.B. may terminate the lease by giving notice and shall have no further liability hereunder.

X.

EASEMENTS, ASSIGNMENTS AND MORTGAGES

10.1 Easements. Easements which are not obtained through condemnation may be granted as follows: The City and H.E.B. shall jointly execute any easements or rights-of-way which are for periods extending beyond the Term and which they agree are reasonable. Amounts received for such easements shall be allocated between the City and H.E.B. according to their interests. H.E.B. shall have the right without the joinder of the City to grant licenses or easements which shall terminate on or before the expiration of the Term.

10.2 Assignment and Subletting

A. H.E.B. shall not assign this lease, or allow same to be assigned by operation of law or otherwise, without the prior written consent of City, such consent not to be unreasonably withheld, which may be given only by or pursuant to an ordinance enacted by the City Council of San Antonio, Texas.

B. H.E.B. shall have the right upon prior notice to the City to sublet the premises herein leased without having first obtained the consent of the City thereto provided that throughout the term of this lease and any extensions thereof H.E.B. shall remain liable for each and every obligation under this lease.

C. Mortgages. H.E.B. shall have the right without the consent of the City to execute deeds of trust, security agreements, liens and mortgages upon H.E.B.'s leasehold interest in the Navy Property. In no event shall H.E.B. grant or permit to continue any deed of trust, security agreement, contractual or statutory lien or mortgage upon the City's freehold interest in the Navy Property.

XI.

QUIET ENJOYMENT

11.1 So long as H.E.B. keeps and performs all the covenants and conditions which H.E.B. is required to keep and perform under this lease agreement, H.E.B. shall have quiet, undisturbed and continued possession of the Navy Property, free from any claims against the City and all persons claiming under, by or through the City.

XII.

COMPLIANCE WITH LAWS

12.1 During the Term, H.E.B. shall comply with all laws, ordinances and regulations of governmental bodies applicable to the Navy Property and H.E.B.'s occupancy of it.

XIII.

USE

13.1 H.E.B. shall have the right to use the Navy Property for any purpose set forth in Zoning Classification B-4 of the Zoning Ordinance of the City or any use related thereto.

XIV.

SURRENDER

14.1 Upon the termination of the lease, H.E.B. shall peaceably and quietly deliver possession of the Navy Property.

XV.

DEFAULT

15.1 If H.E.B. defaults in the payment of any rental due under this lease agreement or in any of the covenants, conditions and obligations required to be performed by H.E.B. under it and such default continues for 30 days after notice to H.E.B., the City shall at its option exercise any rights it may have against H.E.B., including any of the following rights:

A. Termination. The City may declare the lease terminated, in which case all rights and interests of H.E.B.

hereunder shall terminate. The City may retake possession of the Navy Property and dispossess anyone claiming the right to possession under this lease.

B. Reletting. The City may, without terminating the lease, retake possession of the Navy Property and relet all or part of the Navy Property, in its own name or in the name of H.E.B. for more or less than the rental provided hereunder. H.E.B. shall be liable for any deficiency, which will be determined as follows: Rent prepaid by H.E.B. in accordance with subparagraphs 4.1A(a) and 4.1A(2) shall be allocated equally to each month of the Term ("Monthly Prepaid Rent"). Taxes due under subparagraph 4.1C shall be allocated equally to each month of the tax year ("Monthly Tax"). Rent and tax payments received from a new tenant under a reletting by the City shall be allocated equally to each month of each year of the reletting ("Monthly Reletting Rent"). If during any month of the term of the reletting, the Monthly Reletting Rent shall be less than the total of the Monthly Prepaid Rent and Monthly Tax, the deficiency for which H.E.B. shall be liable shall be the lesser of (1) the difference between the Monthly Reletting rent and the total of the Monthly Prepaid Rent and Monthly Tax or (2) the Monthly Tax. The City may sue for collection of such deficiency at the expiration of each month or of several months.

XVI.

NOTICE

16.1 Notice. Any notice required or permitted to be given under this lease agreement shall be in duplicate, in writing addressed to a party at the address shown below or at such other address as a party may specify by notice, and such notice shall be deemed to have been given as of the date it is delivered to a party at such address or 3 days after it is placed in the mail properly addressed with proper postage affixed, registered or certified mail, return receipt requested:

A. To the City. Notices to the City shall be addressed:

City Clerk  
City of San Antonio  
City Hall  
P. O. Box 9066  
San Antonio, Texas 78285

and

City Attorney  
City of San Antonio  
P. O. Box 9066  
Military Plaza  
San Antonio, Texas 78285

B. To H.E.B.. Notices to H.E.B. shall be addressed:

H. E. Butt Grocery Company  
807 North Upper Broadway  
P. O. Box 9216  
Corpus Christi, Texas 78408

and

Real Estate Officer  
H. E. Butt Grocery Company  
807 North Upper Broadway  
P. O. Box 9216  
Corpus Christi, Texas 78408

16.2 Binding Effect. This lease agreement shall be binding upon and inure to the benefit of parties and their respective successors and assigns.

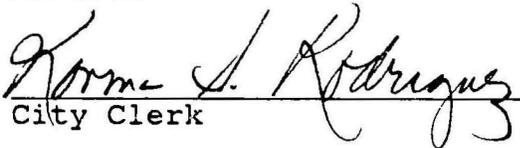
EXECUTED as of the date appearing above.

CITY OF SAN ANTONIO

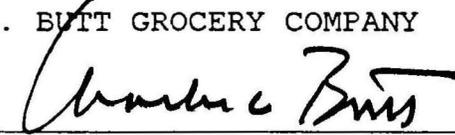
By: 

City Manager

ATTEST:

  
City Clerk

H. E. BUTT GROCERY COMPANY

By: 

Charles C. Butt,  
President

State of Texas           §  
                                  §  
County of Bexar         §

This instrument was acknowledged before me on  
May 14, 1982, by Louis J. Jot  
as City Manager of the City of San Antonio on behalf of the  
City of San Antonio.

Guadalupe Ochoa Gomez  
Notary Public, State of Texas

My Commission Expires:  
**GUADALUPE OCHOA GOMEZ**  
**Notary Public, Bexar County, Texas**  
My Commission Expires January 29, 1986

State of Texas           §  
                                  §  
County of Nueces       §

This instrument was acknowledged before me on  
May 15, 1982, by Charles C. Butt, President of  
H. E. Butt Grocery Company, a Texas corporation, on behalf  
of said corporation.

Brenda M. Cameron  
Notary Public, State of Texas

My Commission Expires:  
11-17-85

11.936 acres of land situated in New City Blocks 928 and 929, City of San Antonio, Bexar County, Texas, and being 1.163 acres out of the most Southerly part of that certain Tract 1 described in Deed recorded in Volume 2831, Pages 491-499, Deed Records, Bexar County, Texas, and 10.773 acres out of the most Easterly part of that certain Tract 2 described in Deed recorded in Volume 2831, Pages 491-499, Deed Records, Bexar County, Texas; said 10.773 acres also being 4.921 acres, more or less, out of the most Easterly part of that certain 7 3/4 acre tract conveyed by T. H. Bell and Ella R. Bell, his wife, to the UNITED STATES OF AMERICA by Deed recorded in Book R1, Pages 197-198, Deed Records, Bexar County, Texas, 4.925 acres, more or less, out of the most Easterly part of that certain 8.17 acre tract conveyed by Gregory T. Devine to the UNITED STATES OF AMERICA by Deed recorded in Book R1, Pages 198-199, Deed Records, Bexar County, Texas, and 0.927 acres, more or less, out of the most Easterly part of that certain tract of land conveyed by Adele Reggio Beauregard, et al, to the UNITED STATES OF AMERICA by Deed recorded in Volume 20, Pages 188-190, Deed Records, Bexar County, Texas; said 11.936 acres of land being more particularly described as follows:

PLACING at a lead plug and tack set in the Northeast line of Arsenal Street at the most Southerly corner of that certain 1.121 acre tract out of said tract described in Deed recorded in Volume 20, Pages 188-190, and Volume 2831, Pages 491-499, Deed Records, Bexar County, Texas; said lead plug and tack bears South 63° 32' 37" East, 443.00 feet, with the Northeast line of Arsenal Street, from the most Westerly corner of said 1.121 acre tract at its intersection with the Southeast right-of-way line of South Main Avenue;

THENCE North 26° 25' 39" East, with the Southeast line of said 1.121 acre tract, a distance of 107.15 feet to a chiseled cross found on concrete and the most Easterly corner of said 1.121 acre tract;

THENCE North 63° 34' 07" West, with the Northeast line of said 1.121 acre tract, a distance of 472.30 feet to an iron pin set in fence and the Southeast line of South Main Avenue at the most Northerly corner of said 1.121 acre tract, said iron pin bears North 11° 06' 15" East, with fence and the Northeast line of South Main Avenue, a distance of 110.00 feet from the most Westerly corner of said 1.121 acre tract;

THENCE North 11° 06' 15" East, with chain link fence and the Northeast line of South Main Avenue, a distance of 96.59 feet to a point at the Southwest wall line of Building No. 9 for corner;

THENCE with and along the Southwest and Northwest building lines of Building No. 9 as follows:

North 62° 15' 18" West, a distance of 9.28 feet to the Southwest corner of said Building No. 9 for corner; and

North 27° 44' 42" East, a distance of 31.03 feet to a point for corner, said Building No. 9 having been excepted from that certain Deed without Warranty conveyed by the UNITED STATES OF AMERICA to the CITY OF SAN ANTONIO, TEXAS, recorded in Volume 2535, Pages 229 through 234, Deed Records, Bexar County, Texas;

THENCE North 11° 06' 15" East, with the Northeast line of South Main Avenue and fence, a distance of 443.77 feet to an iron pin set at the point of curvature of a curve to the left whose radius point bears North 78° 53' 45" West, 603.69 feet and whose interior angle for the tract herein described is 6° 26' 21";

THENCE South 64° 42' 12" East, with and along the Southwest line of Durango Boulevard, a distance of 161.64 feet to an iron pin set at the point of curvature of a curve to the left whose radius point bears North 25° 17' 48" East, 843.00 feet and whose interior angle for the tract herein described is 6° 34' 46";

THENCE in a Southeasterly direction with and along the arc of said curve to the left, a distance of 96.80 feet to a concrete nail set at the most Easterly corner of said 1.163 acre tract for corner;

THENCE with and along the Southeast line of said 1.163 acre tract as follows:

South 27° 34' 09" West, 54.21 feet to an iron pin set for angle;

South 39° 15' 07" West, 53.08 feet to an iron pin set for angle;

South 52° 08' 06" West, 52.61 feet to an iron pin set for angle;

South 43° 22' 10" West, 58.49 feet to a concrete nail set for angle; said concrete nail being the most Southerly corner of said 1.163 acre tract;

THENCE South 31° 25' 37" West, a distance of 15.85 feet to a steel chain link fence post for corner;

THENCE South 55° 45' 37" East, a distance of 28.00 feet to a point along the West edge of the San Antonio River for corner;

THENCE with and along the West edge of the San Antonio River as follows:

South 29° 29' 33" West, a distance of 139.92 feet to a point for angle;

South 3° 47' 23" West, a distance of 167.48 feet to a point for angle;

South 13° 26' 53" West, a distance of 127.96 feet to a point for angle;

South 17° 39' 53" West, a distance of 250.02 feet to a point for the most Southerly corner of the tract herein described and the most Southerly corner of said Military Reservation at its intersection with the Northeast line of Arsenal Street; said corner bears North 17° 39' 53" East, 28.13 feet from the centerline of Arsenal Street;

THENCE North 63° 32' 37" West, with and along the Northeast line of Arsenal Street passing a concrete nail set at a corner fence post at 60.00 feet and continuing with and along the Northeast line of Arsenal Street and chain link fence for a total distance of 264.46 feet to the POINT OF BEGINNING.

There is excepted from the land to be conveyed a strip of land to be acquired by The City of San Antonio as part of the San Antonio River Improvement Project (Johnson-Nueva Section).

A tract of 1.121 acres being a part of New City Block 929, City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 20, Page 188 Deed Records, Bexar County, Texas and being more particularly described as follows:

BEGINNING at a point in the South line of New City Block 929, in the North line of Arsenal Street, South  $63^{\circ}22'19''$  East, 610.18 feet from the Southwest corner of New City Block 929, the intersection of the North line of Arsenal Street and the East line of Flores Street;

THENCE North  $11^{\circ}14'21''$  East, 110.69 feet to an iron pin for a corner;

THENCE South  $63^{\circ}23'49''$  East, 472.02 feet to an iron pin for a corner;

THENCE South  $26^{\circ}40'11''$  West, 106.92 feet to an iron pin in the North line of Arsenal Street for a corner;

THENCE with the North line of Arsenal Street, North  $63^{\circ}22'19''$  West, 442.70 feet to the POINT OF BEGINNING.

QUITCLAIM DEED

THIS INDENTURE, made this            day of            1982, between the United States of America represented by WILLIAM J. WOODS, DIRECTOR, REAL ESTATE DIVISION, SOUTHERN DIVISION, NAVAL FACILITIES ENGINEERING COMMAND, acting for and by direction of the Commander, Naval Facilities Engineering Command, under authority of the Secretary of the Navy pursuant to Public Law 97-99, hereinafter called the Government, and the City of San Antonio, a municipal corporation of the State of Texas, whose principal place of business and address is: \_\_\_\_\_ hereinafter called the Grantee.

WITNESSETH THAT:

The Government for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does hereby remise, release, quitclaim and convey to the Grantee and its successors and assigns all right title and interest of the Government in and to that certain land together with all improvements thereon, hereinafter called the Premises and more particularly described as follows:

1.121 ACRES MORE OR LESS

LOCATED IN BEXAR COUNTY, TEXAS

(PORTION OF SAN ANTONIO ARSENAL)

A part of N. C. B. 929, San Antonio, Texas, as per plat thereof recorded in Vol. 20, Page 188, of the Plat Records of Bexar County, Texas, to wit

Beginning at a point in the South line of N. C. B. 929, in the North line of Arsenal Street, S. 63 degrees - 22' - 19" E., 610.18 feet from the Southwest corner of N.C.B. 929, the intersection of the North line of Arsenal Street and the East line of Flores Street;

THENCE N. 11 degrees - 14' - 21" E., 110.69 feet to an iron pin for a corner;

THENCE S. 63 degrees - 23' - 49" E., 472.02 feet to an iron pin for a corner;

THENCE S. 26 degrees - 40' - 11" W., 106.92 feet to an iron pin in the North line of Arsenal Street for a corner;

THENCE with the North line of Arsenal Street, N. 63 degrees - 22' - 19" W., 442.70 feet to the place of BEGINNING and containing 1.121 acres, more or less.

As delineated on that certain plat entitled "Property Map a part of U.S. Arsenal Area, Building No. 51, Block No. 929, San Antonio, Texas, Surveyed July 24, 1948, attached hereto as Exhibit "A" and made a part hereof.

TO HAVE AND TO HOLD unto the aforesaid Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Government has executed this Quitclaim Deed on the day and year first above written.

WITNESS

THE UNITED STATES OF AMERICA

BY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Personally appeared before me \_\_\_\_\_, who,  
being duly sworn, says that \_\_\_\_\_ saw the within  
named \_\_\_\_\_ sign and seal the foregoing  
instrument in behalf of the United States of America, and that \_\_\_\_\_,  
with \_\_\_\_\_, witnessed the execution  
thereof.

\_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 1982,  
\_\_\_\_\_, Notary Public for the State of South  
Carolina.

\_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

Naval Reserve Property 41

ITEM NO. 41

DATE: MAY 13 1982

MEETING OF THE CITY COUNCIL

SECONDED BY: Hasslocher

MOTION BY: Dutmer  
55331

ORD. NO. \_\_\_\_\_ ZONING CASE \_\_\_\_\_

RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

AVIATION	
BUDGET & RESEARCH	1
BUILDING INSPECTIONS	
CITY WATER BOARD	
CITIZEN ACTION & PUBLIC INFORMATION	
COMMERCIAL RECORDER	
CONVENTION & VISITORS BUREAU	
CONVENTION FACILITIES	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
EQUAL EMPLOYMENT OPPORTUNITY	
FINANCE DIRECTOR	
ASSESSOR	
CONTROLLER	1
TREASURY DIVISION	
GRANT SECTION	
INTERNAL AUDIT	
RISK MANAGEMENT	1
FIRE CHIEF	
HEMISFAIR PLAZA	
HUMAN RESOURCES & SERVICES	
LEGAL-CITY ATTORNEY	
LIBRARY DIRECTOR	
MARKET SQUARE	
METROPOLITAN HEALTH DISTRICT	
MUNICIPAL COURTS	
PARKS & RECREATION	
PERSONNEL DIRECTOR	
PLANNING	
POLICE CHIEF	
PUBLIC UTILITIES SUPERVISOR	
PUBLIC WORKS DIRECTOR	1
ENGINEERING DIVISION	
WASTEWATER ENGINEERING	
RIGHT-OF-WAY & LAND ACQUISITION	
TRAFFIC ENGINEERING DIVISION	1
PURCHASING	
ZONING ADMINISTRATION	
Contract File (USA)	

COUNCIL MEMBER	ROLL CALL	AYE	NAY
MARIA A. BERRIOZABAL PLACE 1		✓	
JOE WEBB PLACE 2		✓	
HELEN DUTMER PLACE 3		✓	
FRANK D. WING PLACE 4		✓	absent
BERNARDO EURESTE PLACE 5		✓	
BOB THOMPSON PLACE 6		✓	
JOE ALDERETE, JR. PLACE 7			absent
G.E. "ED" HARRINGTON PLACE 8			<del>absent</del>
VAN ARCHER PLACE 9		✓	
JAMES C. HASSLOCHER PLACE 10		✓	
HENRY G. CISNEROS PLACE 11 (MAYOR)		✓	

82-21

#2

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

AGENDA ITEM NO. 41

TO: City Manager/City Council

FROM: City Attorney

COPIES TO: \_\_\_\_\_

SUBJECT: Lease between City of San Antonio and HEB

Date May 13, 1982

SUMMARY:

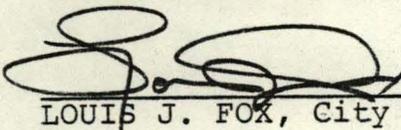
The HEB Company has announced its intentions to move its corporate headquarters to San Antonio, Texas in an effort to increase its operations and foster additional employment by the company. The proposed site scheduled is the Arsenal property directly south of the downtown area. The City of San Antonio, pursuant to federal legislation, will be receiving one parcel in that tract. This tract would be leased to HEB to complete the total project for the corporate headquarters of HEB. It is anticipated that the total number of jobs will be 500 and the investment of HEB will be approximately \$21 to \$30 Million. HEB will reimburse the City for any administrative costs and pay any initial cost related to the property.

RECOMMENDATION:

It is recommended by this department that this item be approved.

*Jane H. Maccon*  
JANE H. MACCON  
City Attorney

RECOMMENDATION APPROVED:

  
\_\_\_\_\_  
LOUIS J. FOX, City Manager

JHM:ck



# INSURANCE CERTIFICATE

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK  
1986 SEP 17 AM 9:19

This is to certify that the policy or policies listed below have been issued to the named insured and are in force as of the date of this certificate. This Certificate shall remain in effect until the listed expiration date, if any, or until 10 days after written notice is mailed to the certificate holder, whichever date shall first occur.

This certificate is not an insurance policy and does not amend, alter or extend coverage afforded by the policies listed. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies listed is subject to all the terms of such policies.

NAME AND ADDRESS OF CERTIFICATE HOLDER

City Clerk  
City of San Antonio  
City Hall  
PO Box 9066  
San Antonio, Texas 78285

EFFECTIVE DATE OF THIS CERTIFICATE

September 9, 1986

ISSUED AT

San Antonio, Texas

TEXAS EMPLOYERS  
INSURANCE ASSOCIATION  
TEXAS EMPLOYERS  
INDEMNITY COMPANY  
EMPLOYERS CASUALTY  
COMPANY  
EMPLOYERS NATIONAL  
INSURANCE COMPANY  
EMPLOYERS CASUALTY  
CORPORATION  
EMPLOYERS NATIONAL  
INSURANCE CORPORATION  
EMPLOYERS OF TEXAS  
LLOYD'S

NAME AND ADDRESS OF INSURED

Mr. Bill Schweitzer, Risk Manager  
H. E. Butt Grocery Company  
PO Box 9999  
San Antonio, Texas 78204-0999

BY (Authorized Representative)

(Signed)

(Typed) James W. Hawkins, Dist. Mgr.

INSURANCE IN FORCE		Expiration Date	LIMITS OF LIABILITY NOT LESS THAN			STATE AND LOCATION OF OPERATIONS
Kind	Policy Number		Each Person	Each Accident (or Occurrence) Per Policy Provisions	Per Policy Or Aggregate	
Item 1 Work Comp. and Emp. Liab.	Coverage A	46052 And Renewal Thereof	XXX	\$100,000	\$100,000	STATE OF TEXAS
	Coverage B					
Item 2 Work Comp. and Emp. Liab.	Coverage A	And Renewal Thereof	XXX	\$100,000	\$100,000	STATE OF TEXAS
	Coverage B					
Item 3 General or Comp. Gen. Liab.	Bodily Injury	532735 And Renewal Thereof	XXX	\$500,000	\$ COMBINED Products Only	U.S.A., ITS TERRITORIES OR POSSESSIONS AND CANADA
	Property Damage					
Item 4 Auto Public Liability	Bodily Injury	504962 And Renewal Thereof	500,000 XXX	COMBINED	Not Applicable	U.S.A., ITS TERRITORIES OR POSSESSIONS AND CANADA
	Property Damage					
Item 5 UMBRELLA LIABILITY		250309 And Renewal Thereof		\$1,000,000		
Item 6		And Renewal Thereof				

RECEIVED

SEP 22 1986

REMARKS

RE: Arsenal Site.

Ord 5533

CITY OF SAN ANTONIO  
AUDIT DIVISION