

AN ORDINANCE **2016-10-20-0845**

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN ANTONIO BY AMENDING CHAPTER 35, UNIFIED DEVELOPMENT CODE, SECTION 35-304, OF THE CITY CODE OF SAN ANTONIO, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARY OF CERTAIN PROPERTY.

* * * * *

WHEREAS, a public hearing was held after notice and publication regarding this amendment to the Official Zoning Map at which time parties in interest and citizens were given an opportunity to be heard; and

WHEREAS, the Zoning Commission has submitted a final report to the City Council regarding this amendment to the Official Zoning Map of the City of San Antonio; **NOW THEREFORE**,

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

SECTION 1. Chapter 35, Unified Development Code, Section 35-304, Official Zoning Map, of the City Code of San Antonio, Texas is amended by changing the zoning district boundary of 2.13 acres out of NCB 10440 "RM-4 S AHOD" Residential Single-Family Airport Hazard Overlay District with Specific Use Authorization for a Non-Commercial Baseball Park to "IDZ AHOD" Infill Development Zone Airport Hazard Overlay District with uses single-family detached uses not to exceed 5 units per acre.

SECTION 2. A description of the property is attached as **Exhibit "A"** and made a part hereof and incorporated herein for all purposes.

SECTION 3. The City council approves this Infill Development Zone so long as the attached site plan is adhered to. A site plan is attached as **Exhibit "B"** and made a part hereof and incorporated herein for all purposes.

SECTION 4. All other provisions of Chapter 35 except those expressly amended by this ordinance shall remain in full force and effect including the penalties for violations as made and provided for in Section 35 -491.

SECTION 5. The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

SECTION 6. This ordinance shall become effective 30th day of October 2016.

PASSED AND APPROVED this 20th day of October 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for City Attorney

Agenda Item:	Z-14 (in consent vote: 25, P-1, Z-2, Z-3, Z-4, P-2, Z-5, Z-7, Z-8, Z-9, Z-10, P-3, Z-11, Z-13, P-5, Z-14)						
Date:	10/20/2016						
Time:	02:10:53 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z2016240 (Council District 10): An Ordinance amending the Zoning District Boundary from "RM-4 S AHOD" Residential Mixed Airport Hazard Overlay District with Specific Use Authorization for a Non-Commercial Baseball Park to "IDZ AHOD" Infill Development Zone Airport Hazard Overlay District with single-family detached uses, not to exceed 5 units per acre on 2.13 acres out of NCB 10440, located at 2659 Eisenhower Road. Staff and Zoning Commission recommend Approval, pending Plan Amendment (Associated Plan Amendment 16071)						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

Z2016240

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

SPECIAL WARRANTY DEED

FILED BY
PRESIDIO TITLE
2-15525 PM

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT THE NORTHRIDGE PARK BAPTIST CHURCH, a Texas nonprofit corporation d/b/a The Park Church ("Grantor") for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by K/T TX Holdings LLC ("Grantee"), having an address of 3425 HWY 6, Suite 110, Sugarland, TX 77478, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee all of that certain real property situated in Bexar County, Texas, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Land"); together with any and all improvements situated on the Land (the "Improvements"); and all right, title and interest of Grantor, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "Additional Interests") (the Land, Improvements and any Additional Interests collectively referred to herein sometimes as the "Property"); subject only to those matters set forth on Exhibit "B" attached hereto and made part hereof for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions stated herein, to Grantee, Grantee's successors and assigns forever, and Grantor binds itself and its legal representatives and successors TO WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through or under Grantor but not otherwise, and subject only to the Permitted Exceptions.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OR ANY IMPROVEMENTS THEREON (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW THE PROPERTY AND ANY IMPROVEMENTS THEREON ARE CONVEYED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND

ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESSED OR IMPLIED (EXCEPT AS TO TITLE AS HEREAFTER PROVIDED AND LIMITED), CONCERNING THE PROPERTY AND ANY IMPROVEMENTS THEREON, INCLUDING WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY SUCH IMPROVEMENTS AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS.

Grantee hereby assumes the payment of all ad valorem taxes and assessments and all special assessments of whatever kind and character affecting the property and other items conveyed hereunder for calendar year 2015 and subsequent years, including but not limited to taxes becoming due because of a change in land usage or ownership, there having been a proper proration of such taxes and assessments for the current calendar year between Grantor and Grantee.

As part of the purchase price of the Property, certain funds have been advanced at the special insistence and request of Grantee by Jefferson Bank (hereinafter called "Lender"), which sum is included in and as evidence of which Grantee has executed and delivered its certain promissory note effective of even date herewith in said sum payable to the order of Lender. It is expressly agreed and stipulated that a vendor's lien as well as superior title in and to the Property are retained against the Property until the above described note and all interest thereon are fully paid according to their face and tenor, effect and reading, when this Deed shall become absolute. Said vendor's lien and superior title herein retained are hereby TRANSFERRED, ASSIGNED, SOLD and CONVEYED to Lender, its successors and assigns, the payee named in the above described note, without recourse on Grantor.

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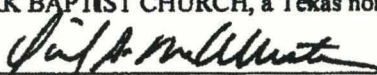
EXECUTED to be effective on this 24 day of September, 2015.

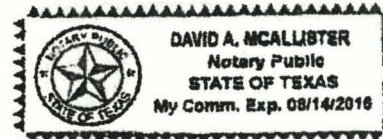
THE NORTHRIDGE PARK BAPTIST CHURCH,
a Texas nonprofit corporation

By: 
Name: Dr. David Miracle
Title: Senior Pastor

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 24 day of September, 2015, by Dr. David Miracle, the Senior Pastor of THE NORTHRIDGE PARK BAPTIST CHURCH, a Texas nonprofit corporation, on behalf of said nonprofit corporation.


Notary Public in and for
The State of Texas



**EXHIBIT A
THE LAND**

A 2.13 ACRE TRACT OF LAND OUT OF BLOCK 40, NEW CITY BLOCK 10440, NORTHRIDGE PARK, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 3025, PAGES 172-174, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 1/2" iron rod in the northerly R.O.W. line of Eisenhower Rd. (per plat. Klaus Rd., a 60' Public R.O.W.) for the southwest corner of the herein described tract, the southeast corner of a 15' alley;

THENCE along and with the easterly R.O.W. line of said Alley, North 00°10'00" West, a distance of 305.62 feet (called 305.00 feet) to a found 1/2" iron rod for the northwest corner of the herein described tract, the southwest corner of Block 39, said Northridge Park;

THENCE along and with the common boundary of said Blocks 39 and 40, North 89°32'56" East, a distance of 304.29 feet to a set 1/2" iron rod for the northeast corner of the herein described tract, the northwest corner of a 2.44 acre tract this day surveyed (called Tract 2);

THENCE along and with the common boundary of the herein described tract and said Tract 2, generally along a fence, the following courses and distances:

South 00°09'11" East, a distance of 135.89 feet to a fence corner post;

South 07°18'11" West, a distance of 16.01 feet to a fence corner post;

South 00°17'53" East, a distance of 109.74 feet to a fence corner post;

South 04°32'56" East, a distance of 19.57 feet to a fence corner post;

And South 00°06'46" East, a distance of 26.40 feet to a set 1/2" iron rod in the northerly R.O.W. line of said Eisenhower Rd. for the southeast corner of the herein described tract, the southwest corner of said Tract 2;

THENCE along and with said R.O.W., South 89°53'14" West, a distance of 303.17 feet to the **POINT OF BEGINNING** and containing 2.13 acres, more or less.

**EXHIBIT B
PERMITTED EXCEPTIONS**

1. Ad valorem taxes (if any) not yet due or payable for the tax year 2015.
2. Volume 3209, Page 234, Deed Records of Bexar County, Texas.

Doc# 20150183916
Pages 6
09/24/2015 4:37PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$42.00

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.
09/24/2015 4:37PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

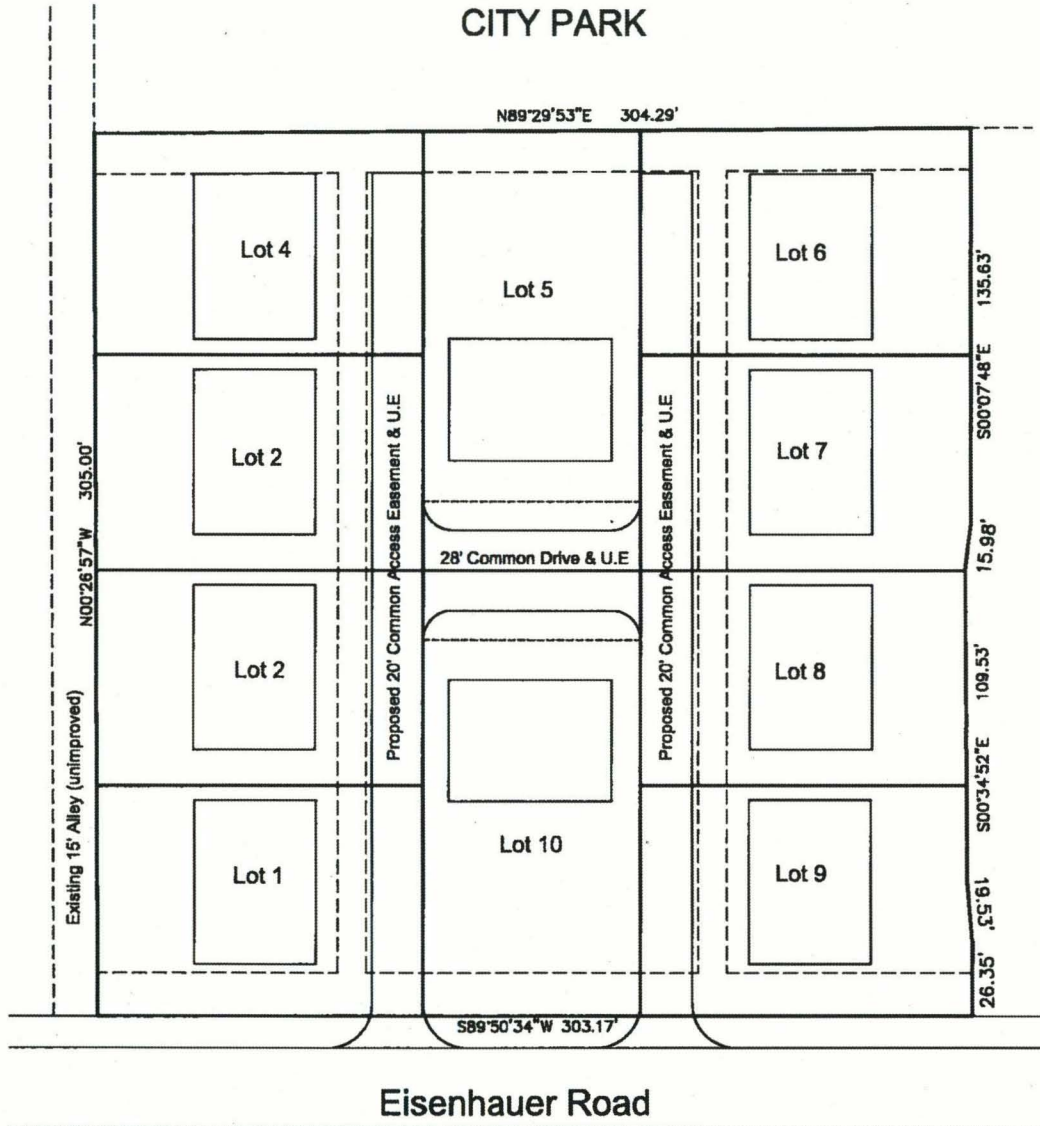
CITY PARK

NORTHWOOD PARK

Zoning Site Plan

August 10 2016

Site Data	
Total Site:	2.13 Ac.
Lots:	10
Lots / Ac.:	4.69



CHURCH

"I, John T Cooley, the property owner, acknowledge that this site plan submitted for the purpose of rezoning this property is in accordance with all applicable provisions of the Unified Development Code. Additionally, I understand that City Council approval of a site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City adopted Codes at the time of plan submittal for building permits."

John T Cooley

Scale: 1" = 40'



EXHIBIT "B"

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