

AN ORDINANCE 2014 - 08 - 07 - 0 5 5 4

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 11.132 acres out of NCB 7456 from "R-6 H RIO-5 AHOD" Residential Single-Family Mission Historic River Improvement Overlay-5 Airport Hazard Overlay District and "R-6 H RIO-5 MC-1 AHOD" Residential Single-Family Mission Historic River Improvement Overlay-5 Roosevelt Avenue Metropolitan Corridor Airport Hazard Overlay District to "MHP H RIO-5 AHOD" Manufactured Housing Park Mission Historic River Improvement Overlay-5 Airport Hazard Overlay District and "MHP H RIO-5 MC-1 AHOD" Manufactured Housing Park Mission Historic River Improvement Overlay-5 Roosevelt Avenue Metropolitan Corridor Airport Hazard Overlay District.

SECTION 2. The property is described in the deed recorded in Volume 5955, Page 451 of the Bexar County Deed Records, a copy of which is attached as **Attachment "A"** and made a part hereof and incorporated herein for all purposes.

SECTION 3. 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 4. 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 5. This ordinance shall become effective August 17, 2014.

PASSED AND APPROVED this 7th day of August, 2014.

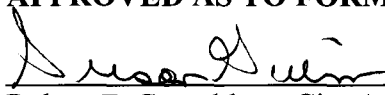

M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Robert F. Greenblum, City Attorney

Agenda Item:	Z-7 (in consent vote: P-1, Z-1, P-2, Z-2, Z-3, Z-4, P-4, Z-7, Z-8, Z-10, Z-11, Z-14, Z-15, Z-16, P-7, Z-17, P-8, Z-18, P-9, Z-19)
Date:	08/07/2014
Time:	02:16:21 PM
Vote Type:	Motion to Approve
Description:	ZONING CASE #Z2014136 (District 3): An Ordinance amending the Zoning District Boundary from "R-6 H RIO-5 AHOD" Residential Single-Family Mission Historic River Improvement Overlay-5 Airport Hazard Overlay District and "R-6 H RIO-5 MC-1 AHOD" Residential Single-Family Mission Historic River Improvement Overlay-5 Roosevelt Avenue Metropolitan Corridor Airport Hazard Overlay District to "MHP H RIO-5 AHOD" Manufactured Housing Park Mission Historic River Improvement Overlay-5 Airport Hazard Overlay District and "MHP H RIO-5 MC-1 AHOD" Manufactured Housing Park Mission Historic River Improvement Overlay-5 Roosevelt Avenue Metropolitan Corridor Airport Hazard Overlay District on 11.132 acres out of NCB 7456 located at 2327 and 2343 Roosevelt Avenue. Staff and Zoning Commission recommend approval pending the plan amendment. (Associated Plan Amendment Case 14049) (Continued from June 19, 2014)
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy Taylor	Mayor		x				
Diego Bernal	District 1		x				x
	District 2	x					
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

789 14 1994

307232 Fee: \$15.00

94- 0022375

WARRANTY DEED WITH VENDOR'S LIEN

Date: January 31, 1994

Grantor: JACK D. WHITESIDE and MARILYN WHITESIDE

Grantor's Mailing Address (Including county): 3114 Laura Lee Lane, San Antonio, Texas 78223

Grantee: CHARLES M. SEYMOUR and KATHLEEN M. SEYMOUR

Grantee's Mailing Address (Including county): 27415 Eastvale Road, Palos Verdes, California 90274

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and a note of even date that is in the principal amount of ONE HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED EIGHTY-ONE AND 66/100 DOLLARS (\$123,281.66) (the "Note") and is executed by Grantee, payable to the order of Grantor. The note is secured by a vendor's lien retained in favor of Grantor in this deed and by a deed of trust of even date from Grantee to William H. Oliver, Trustee.

Property (Including any improvements): See Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Exceptions:

1. The following restrictive covenants of record: Volume 2705, Page 222, Bexar County Deed Records; any reference to race, color, creed or national origin is omitted.
2. Standby fees, taxes and assessments by any taxing authority for the year 1994, and subsequent years.
3. Gas easement and Right of Way granted to City of San Antonio, as provided by Instrument recorded in Volume 1942, Page 292, Bexar County Real Property Records.
4. Building setback line, 15 feet wide, along Roosevelt Avenue property line, as shown on above mentioned plat. (Lots 7 and 8)
5. Vendor's Lien retained in Warranty Deed executed by Arthur G. Uhl, III, dated June 6, 1989, recorded in Volume 4584, Page 907, of the Real Property Records of Bexar County, Texas, securing payment of one certain promissory note of even date therewith in the principal amount of \$435,000.00, executed by Jack D. Whiteside and Marilyn Whiteside, payable to the order of AmeriCity Federal Savings Bank, as therein provided; said note being additionally secured by Deed of Trust of even date therewith to Douglas C. Peter, Trustee, recorded in Volume 4584, Page 912, Real Property Records of Bexar County, Texas. Said lien being further secured by Conditional Assignment of Lease and Rentals dated June 6, 1989, recorded in Volume 4584, Page 953, of the Real Property Records of Bexar County, Texas. Said note, together with all liens securing same, having been assigned in due course to Federal Deposit Insurance Corporation, as Manager of the FSILC Resolution Fund, by Instrument dated January 24, 1992, recorded in Volume 5271, Page 410, of the Real Property Records of Bexar County, Texas.

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Whiteside/Seymour (W924)-02 014

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6. Rights of tenants in possession under prior unrecorded leases.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold unto Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

This conveyance is made subject to the prior Vendor's Lien retained in Warranty Deed executed by Arthur G. Uhl, III, dated June 8, 1989, recorded in Volume 4584, Page 907 of the Real Property Records of Bexar County, Texas, and a Deed of Trust of even date therewith to Douglas C. Peter, Trustee, recorded in Volume 4584, Page 912, Real Property Records of Bexar County, Texas, which Vendor's and Deed of Trust liens secure a promissory note in the original principal amount of Four Hundred Thirty-Five Thousand and No/100 Dollars (\$435,000.00) (the "First Lien Note"). Grantee in this deed does not assume payment of the First Lien Note. In the event of default in payment of the First Lien Note, Grantee shall be in default of the Note and its obligations under this Warranty Deed and the deed of trust securing the Note from Grantee to William H. Oliver, Trustee, executed contemporaneously herewith.

The vendor's lien against and superior title to the Property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Jack D. Whiteside

JACK D. WHITESIDE

Marilyn Whiteside

MARILYN WHITESIDE

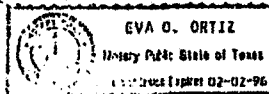
THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared JACK D. WHITESIDE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 31st day of January, 1994.

Eva O. Ortiz

NOTARY PUBLIC, STATE OF TEXAS



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THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

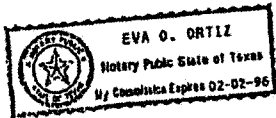
BEFORE ME, the undersigned authority, on this day personally appeared MARILYN WHITESIDE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 31st day of January, 1994.

Eva O. Ortiz
NOTARY PUBLIC, STATE OF TEXAS

GRANTEE'S ADDRESS:

Charles M. Seymour
Kathleen M. Seymour
27415 Eastvale Road
Palos Verdes, California 90274



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EXHIBIT "A"

Mates and bounds description of an 11.132 acre (484,894.76 sq. ft.) tract of land out of N.C.B. 7456, said tract consisting of a tract of land known as Lot 7, The Roosevelt Avenue Mobil Home Park Subdivision as recorded in Volume 4960, Page 73, of the Boxar County plat records; the remainder of Lot 8, The Lighthouse for the Blind, as recorded in Volume 8000, Page 235, of the Boxar County plat records; and a tract of unplatted property;

- BEGINNING:** At a broken concrete monument set as the northeast end of a cutback at the intersection of Roosevelt Avenue and Riverside Drive;
- THENCE:** S 54 deg 22 min 43 sec W, 103.71 feet, along the above mentioned cutback to a found concrete monument set as the southwest end of said cutback, said concrete monument also being a point on the north R.O.W. line of Riverside Drive;
- THENCE:** Along the north side of Riverside Drive, N 67 deg 07 min 58 sec W, 806.04 feet, to a point and N 26 deg 14 min 02 sec W, 341.09 feet, to a found iron pin, said pin being the most westerly corner of the herein described tract;
- THENCE:** N 29 deg 33 min 57 sec E, 182.22 feet, to an iron pin found in a fence line, said pin being a point on the boundary of Lot 9, Lighthouse For The Blind, as recorded in Volume 9512, Page 1, of the Boxar County plat records;
- THENCE:** S 27 deg 45 min 32 sec E, 150.79 feet, along the boundary of the above mentioned Lot 9 and along the above mentioned fence to a fence corner, said fence corner being a re-entrant corner of the herein described tract;
- THENCE:** Along the boundary of the herein described tract, along the boundary of the above mentioned Lot 9 (Vol. 9512, Page 1), and along the boundary of the remainder of Lot 8 (Vol. 8000, Page 235), N 68 deg 04 min 11 sec E, 425.41 feet, and N 67 deg 52 min 08 sec E, 180.81 feet, to a found iron pin, said pin being the most northerly corner of the herein described tract, said pin also being a point on the southwest R.O.W. line of Roosevelt Avenue, and said pin also being the most northerly corner of the above mentioned remainder of Lot 8;
- THENCE:** S 21 deg 16 min 09 sec E, 455.72 feet, along the northeast boundary of the herein described tract and along the R.O.W. line of Roosevelt Avenue, to a found broken concrete monument, said monument being the point of curvature of a 1403.35 foot radius curve to the right having a central angle of 16 deg 14 min 41 sec;
- THENCE:** Along the arc of said curve, 397.89 feet, to the point of beginning and containing 11.132 acres (484,894.76 sq. ft.) of land more or less

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Any provision which restricts the sale, rental, or use of the described real property because of race is invalid and unenforceable under federal law.
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Bexar County, Texas on

FEB 07 1994



Roland D. Green
COUNTY CLERK BEXAR CO.

Filed for Record at
BEXAR COUNTY TX
ROBERT D. GREEN/COUNTY CLERK
On Feb 03 1994
At 4:31pm
Receipt #: 13497
Recording: 9.00
Doc/Fees: 5.00
Incl/In: 94-0482375
Deputy - Kelly Spaulwood

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