

AN ORDINANCE 2019-01-17-0081

**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 1.68 acres out of NCB 6680 from "R-6 MLOD-2 MLR-1 AHOD" Residential Single-Family Lackland Military Lighting Region-1 Airport Hazard Overlay District, "O-2 MLOD-2 MLR-1 AHOD" High Rise Office Lackland Military Lighting Overlay Military Lighting Region-1 Airport Hazard Overlay District, and "C-3NA MLOD-2 MLR-1 AHOD" General Commercial Non-alcoholic Sales Lackland Military Lighting Overlay Military Lighting Region-1 Airport Hazard Overlay District to "R-3 MLOD-2 MLR-1 AHOD" Residential Single-Family Lackland Military Lighting Overlay Military Lighting Region-1 Airport Hazard Overlay District.

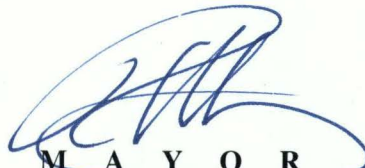
**SECTION 2.** A description of the property is attached as **Exhibit "A"** and made a part hereof and incorporated herein for all purposes.

**SECTION 3.** 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 January 27, 2019.

**PASSED AND APPROVED** this 17<sup>th</sup> day of January 2019.

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**  
  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**  
  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>Z-36</b>						
<b>Date:</b>	01/17/2019						
<b>Time:</b>	02:40:22 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	ZONING CASE # Z2018292 (Council District 5): Ordinance amending the Zoning District Boundary from "R-6 MLOD-2 MLR-1 AHOD" Residential Single-Family Lackland Military Lighting Overlay Military Lighting Region-1 Airport Hazard Overlay District, "O-2 MLOD-2 MLR-1 AHOD" High-Rise Office Lackland Military Lighting Overlay Military Lighting Region-1 Airport Hazard Overlay District, and "C-3NA MLOD-2 MLR-1 AHOD" General Commercial Non-Alcoholic Sales Lackland Military Lighting Overlay Military Lighting Region-1 Airport Hazard Overlay District to "R-3 MLOD-2 MLR-1 AHOD" Residential Single-Family Lackland Military Lighting Overlay Military Lighting Region-1 Airport Hazard Overlay District on 1.68 acres out of NCB 6680, located at 2220 Calle Estrella and 2240 Calle Estrella. Staff and Zoning Commission recommend Approval.						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
Art A. Hall	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x			x	
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

SG/lj  
01/17/2019  
Item No. Z-36

# **EXHIBIT “A”**

Z2018292

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

**GENERAL WARRANTY DEED**

**Date:** March 22, 2018

**Grantor:** GEE PROPERTIES, LLC, a Texas limited liability company

**Grantor's Mailing Address:** 211 Queen Anne, San Antonio Tx 78209,

**Grantee:** ALEJANDRO CANTU INVESTMENT GROUP, L.L.C., a Texas limited liability company

**Grantee's Mailing Address, and after Recording, Return to:** 3276 N. Highway 183 #104, Austin, TX 78750

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Lot 50, Block 2, New City Block 6680. INDUSTRY CENTER, situated in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof, recorded in Volume 642, Page 161. Deed and Plat Records, Bexar County, Texas.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

This conveyance, however, is made and accepted subject to the following restrictions, encumbrances, easements, covenants and conditions, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of Bexar County, Texas, to-wit:

1. Restrictive covenants recorded in Volume 2397, Page 42, Deed Records, Bexar County, Texas.
2. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years.

6900  
9900

Z2018292

- 3. Building setback lines as set forth in instrument recorded in Volume 2397, Page 42. Real Property Records. Bexar County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that such Contract provides for limitations or other agreed matters that will survive the closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

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

GEE PROPERTIES, LLC,  
a Texas limited liability company

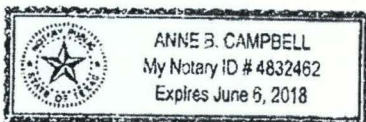
By: Carolyn M. Valdez  
Carolyn M. Valdez, Manager

By: \_\_\_\_\_  
Paul Gee, Manager

THE STATE OF TEXAS §

COINTY OF BEXAR §

This instrument was acknowledged before me on the 22 day of March, 2018, by Carolyn M. Valdez, Manager of GEE PROPERTIES, LLC, a Texas limited liability company, on behalf of said company.



Anne B. Campbell  
Notary Public, State of Texas

22018292

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GEE PROPERTIES, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Carolyn M. Valdez, Manager

By: *Paul Gec*  
Paul Gec, Manager

THE STATE OF TEXAS §

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\_\_\_\_\_  
Notary Public, State of Texas

Z2018292

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF LOS ANGELES )

On March 23, 2018, before me, MARGARET CORRIDORI, a Notary Public, personally appeared PAUL GEE, Manager of GEE PROPERTIES, LLC, a Texas limited liability company, on behalf of said company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.



Margaret Corridori  
Signature of Notary Public

Z2018292

Doc# 20180055920  
# Pages 5  
03/26/2018 4:52PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD C. RICKHOFF  
COUNTY CLERK  
Fees \$36.00

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.  
03/26/2018 4:52PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*



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**Consideration:**

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**Property (including any improvements):**

Lot 51 and Lot 52, Block 2, New City Block 6680, INDUSTRY CENTER, situated in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof, recorded in Volume 642, Page 161, Deed and Plat Records, Bexar County, Texas.

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None

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a Texas limited liability company

By: \_\_\_\_\_  
Carolyn M. Valdez, Manager

By:  \_\_\_\_\_  
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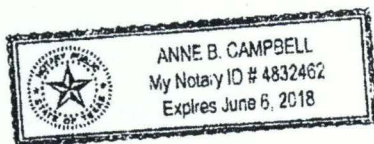
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*Gerard C. Rickhoff*