

AN ORDINANCE 2015-06-04-0506

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.

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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 1.824 acres out of all of Lot 17, and a portion of Lots 16, 20 and 21, Block 6, NCB 10938 from "R-4 AHOD" Residential Single-Family Airport Hazard Overlay District to "C-2 AHOD" Commercial Airport Hazard Overlay District.

SECTION 2. A description of the property 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.

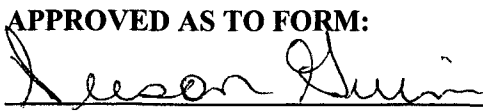
SECTION 5. This ordinance shall become effective June 14, 2015.

PASSED AND APPROVED this 4th day of June 2015.


M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	Z-11 (in consent vote: Z-2, P-1, Z-3, P-2, Z-4, Z-5, Z-6, Z-7, P-3, Z-8, Z-11, Z-12, Z-13)
Date:	06/04/2015
Time:	02:15:32 PM
Vote Type:	Motion to Approve
Description:	ZONING CASE # Z2015165 (Council District 3): An Ordinance amending the Zoning District Boundary from "R-4 AHOD" Residential Single-Family Airport Hazard Overlay District to "C-2 AHOD" Commercial Airport Hazard Overlay District on 1.824 Acres of land being all of Lot 17 and a Portion of Lots 16, 20 and 21, Block 6, NCB 10938 located at 870 Hot Wells Boulevard. Staff and Zoning Commission recommend Approval.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		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				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				x
Michael Gallagher	District 10		x			x	

Z2015165

CHICAGO TITLE GF# 4312016873
GC

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.

WARRANTY DEED WITH VENDOR'S LIEN**DATE:** November 22, 2014**GRANTOR:** Ruben Contreras**GRANTOR'S ADDRESS:** 6801 Perkins Ct, Corona, CA 92880-3436**GRANTEE:** Dury Brothers Partners, Ltd., a Texas limited partnership**GRANTEE'S ADDRESS:** 819 Hot Wells Blvd, San Antonio, TX 78223-2201

CONSIDERATION: TEN DOLLARS (\$10.00) and a Note of even date that is in the principal amount of \$580,600.00 and is executed by Grantee, payable to the order of Jefferson Bank. It is secured by a vendor's lien in the amount of \$230,000.00 retained in this Deed and by a Deed of Trust of even date from Grantee to Danny B. Butler, Trustee.

PROPERTY (including improvements):

1.824 ACRES OF LAND BEING ALL OF LOT 17, AND THE ADJOINING EAST 20 FEET OF LOTS 16 AND 21 AND A PORTION OUT OF LOT 20, BLOCK 6, NEW CITY BLOCK 10938, MONT CALM SECTION NO. 2, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS BEING THE SAME PROPERTY DESCRIBED IN DEED RECORDED IN VOLUME 11961, PAGE 2490, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS. SAID 1.824 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF HOT WELLS BOULEVARD MARKING THE NORTHEAST CORNER OF LOT 67, BLOCK 6, NEW CITY BLOCK 10938, BROOKS FIELD MOTORBANK SUBDIVISION ACCORDING TO PLAT RECORDED IN VOLUME 9502, PAGE 183, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 48 MINUTES 31 SECONDS EAST 139.80 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF HOT WELLS BOULEVARD TO A ½" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 17;

THENCE SOUTH 00 DEGREES 10 MINUTES 54 SECONDS EAST AT 532.37 FEET PASSING A ½" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF LOT 62, R.P. WERTH PROPERTY, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 4900, PAGE 128, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS, AND A TOTAL DISTANCE OF 586.69 FEET TO A METAL FENCE POST FOUND MARKING THE SOUTHWEST CORNER OF LOT 61, OF SAID R.P. WERTH PROPERTY ACCORDING TO PLAT RECORDED IN VOLUME 4900, PAGE 128, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

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THENCE SOUTH 89 DEGREES 28 MINUTES 33 SECONDS WEST 70.48 FEET ALONG THE SOUTH LINE OF SAID LOT 20 TO A ½" IRON ROD FOUND ON THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 37;

THENCE NORTH 43 DEGREES 18 MINUTES 37 SECONDS WEST 101.28 FEET ALONG THE NORTHEAST RIGHT-OF- WAY LINE OF INTERSTATE HIGHWAY 37 TO A ½" IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 67;

THENCE NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST (BASIS OF BEARINGS) 513.17 ALONG THE EAST LINE OF SAID LOT 67 TO THE POINT OF BEGINNING, AND CONTAINING 1.824 ACRES OF LAND.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to the following:

1. Conditions and restrictions appearing of record in Volume 768, Page 498 and Volume 959, Page 297, Deed Records, Bexar County, Texas, Real Property Records, Bexar County, Texas, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. Easement(s), as provided therein, recorded in Volume 4893, Page 68, Deed Records, Bexar County, Texas.

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 the Contract provides for any such limitations or other agreed matters to 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.

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 anywise belonging, to have and hold it to 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.

The vendor's lien against and superior title to the property are retained until each 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.

Jefferson Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien in the amount of \$230,000.00 and superior title to of the property are retained for the benefit of Jefferson Bank and are transferred to that party without recourse on Grantor.


RUBEN CONTRERAS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On 11-24-14, before me, A.L. Brown NOTARY PUBLIC

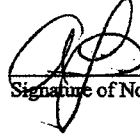
personally appeared RUBEN CONTRERAS

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.

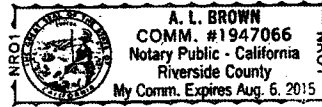
Place Notary Seal Above Signature



Signature of Notary Public

AFTER RECORDING RETURN TO:

Dury Brothers Partners, Ltd.
819 Hot Wells Blvd
San Antonio, TX 78223-2201



Z2015165

Doc# 20140203794
Pages 4
11/25/2014 3:26PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$34.00

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.
11/25/2014 3:26PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff