

AN ORDINANCE 2016-12-01-0942

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 on Lot 24 and 21.575 acres out of NCB A-17 from "I-2 H RIO-4 AHOD" Heavy Industrial Mission Historic River Improvement Overlay Airport Hazard Overlay District and "IDZ H RIO-4 AHOD" Infill Development Zone Mission Historic River Improvement Overlay Airport Hazard Overlay District with uses permitted in "C-2" Commercial District, "MF-40" Multi-Family District, Bar, Beer Garden, Micro- Brewery, and Hotel to "IDZ H RIO-4 AHOD" Infill Development Zone Mission Historic River Improvement Overlay Airport Hazard Overlay District with uses permitted in "C-2" Commercial District, Multi-Family uses not to exceed 150 units per acre, Bar with and without cover charge, Nightclub with and without cover charge, Parking Garage, Brewery, Alcohol Distillation, Winery with Bottling, Dance Hall, Live Entertainment with and without cover charge, Indoor Theater, Townhomes, Coffee Roasting, Bowling Alley, Performing Arts Center, Digital Display Monitor, Skating Rink - ice or roller skating, School - Private University or College, Food Service Establishment with cover charge 3 or more days per week, Beer Garden, Massage Parlor, Reception Hall/Meeting Facilities, Studio - Sound and Recording, Storage - outside, Outdoor Market/Farmers Market, Convenience Store with Gas and Carwash, Microbrewery, Hotel, and Hotel taller than 35 feet.

SECTION 2. A description of the 21.575 acres of property is attached as **Exhibit "A"** and made a part hereof and incorporated herein for all purposes.

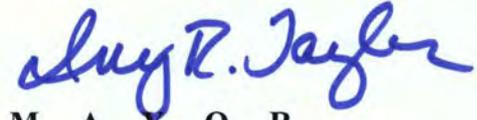
SECTION 3. The City council approves this Infill Development Zone so long as the attached site plan is adhered to. A site plan is attached as **Exhibit "B"** and made a part hereof and incorporated herein for all purposes.

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.

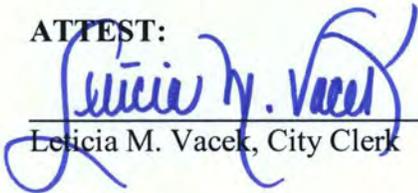
SECTION 5. The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

SECTION 6. This ordinance shall become effective the 10th day of December 2016.

PASSED AND APPROVED this 1st day of December 2016.

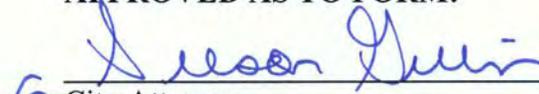

M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for City Attorney

Agenda Item:	Z-14						
Date:	12/01/2016						
Time:	03:27:26 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z2016280 (Council District 5): An Ordinance amending the Zoning District Boundary from "I-2 H RIO-4 AHOD" Heavy Industrial Mission Historic River Improvement Overlay Airport Hazard Overlay District and "IDZ H RIO-4 AHOD" Infill Development Zone Mission Historic River Improvement Overlay Airport Hazard Overlay District with uses permitted in "C-2" Commercial District, "MF-40" Multi-Family District, Bar, Beer Garden, Micro- Brewery, and Hotel to "IDZ H RIO-4 AHOD" Infill Development Zone Mission Historic River Improvement Overlay Airport Hazard Overlay District with uses permitted in "C-2" Commercial District, Multi-Family uses not to exceed 150 units per acre, Bar with and without cover charge, Nightclub with and without cover charge, Parking Garage, Brewery, Alcohol Distillation, Winery with Bottling, Dance Hall, Live Entertainment with and without cover charge, Indoor Theater, Townhomes, Coffee Roasting, Bowling Alley, Performing Arts Center, Digital Display Monitor, Skating Rink - ice or roller skating, School - Private University or College, Food Service Establishment with cover charge 3 or more days per week, Beer Garden, Massage Parlor, Reception Hall/Meeting Facilities, Studio - Sound and Recording, Storage - outside, Outdoor Market/Farmers Market, Convenience Store with Gas and Carwash, Microbrewery, Hotel, and Hotel taller than 35 feet on Lot 24 and 21.575 acres out of NCB A-17, located in the 400 Block of Lonestar 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. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x			x	
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

22016280

General Warranty Deed with Vendor's Lien

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.

Date: April 10, 2015

Grantor: NEWELL NANO FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

Grantor's Mailing Address: 726 Probandt St., Suite 201
San Antonio, Bexar County, Texas 78204

Grantee: LONE STAR BREWERY DEVELOPMENT, INC., a Texas corporation

Grantee's Mailing Address: 711 W. McCarty Ln.
San Marcos, Hays County, Texas 78666

Consideration:

Cash and three notes of even date executed by Grantee and referred to as the first-lien note, the second-lien note, and the third-lien note. The first-lien note is payable to the order of NCC Financial, LLC in the principal amount of SEVEN MILLION AND/100 DOLLARS (\$7,000,000.00). The first-lien note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of NCC Financial, LLC and is also secured by a first-lien deed of trust of even date from Grantee to Kendrick A. James, trustee. The second-lien note is payable to the order of Princeton Capital Corporation in the principal amount of EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00). The second-lien note is secured by the second and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of Princeton Capital Corporation and is also secured by a second-lien deed of trust of even date from Grantee to Micheal A. Sanchez, trustee. The third-lien note is payable to the order of Grantor in the principal amount of ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00). The third-lien note is secured by a third and inferior vendor's lien against, and superior title to, the Property retained in this deed and is also secured by a third-lien deed of trust of even date from Grantee to Wayne R. Mathis, trustee, with regard to total obligations of Grantee to Grantor and Grantor's affiliates in the amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00).

Property (including any improvements):

A 21.575 acre tract of land situated in the City of San Antonio, Bexar County, Texas and being part of Lot 17, New City Block A-17, Lone Star Subdivision, according to plat recorded in Volume 9510, Page 143, Plat Records of Bexar County, Texas, and being part of that 22.39 acre tract conveyed to Newell Nano Family Limited Partnership and described in deed recorded in Volume 15873, Page 1551, Official Public Records of Bexar County,

Texas, said 21.575 acre tract being more particularly described by metes and bounds as set forth on the attached Exhibit "A".

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2015 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; terms and provisions of notice concerning laws, ordinances, or governmental regulations relating to environmental protection, and concerning the environmental conditions and use of the land; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) lands comprising the shores or beds of navigable or perennial rivers and streams, and (b) water rights, including riparian rights; and the following validly existing reservations or exceptions:

- a. The following easement(s) and/or building line(s) affecting the subject property as shown on Map or Plat recorded in/under Volume 9510, Page 142, Plat Records, Bexar County, Texas, as shown on survey, in full or in part, prepared by Henry A. Kuehlem, R.P.L.S. No. 4020, dated February 23, 2015:
 - (i) 25 foot building line along the North property line;
 - (ii) 14 foot easement along the North property line(s);
 - (iii) 28 foot electric service easement across the Northeast part of lot.
- b. Electric transmission and distribution easement, 30 feet wide, to City of San Antonio, by instrument dated 10/31/1972, recorded in Volume 6987, Page 3, Deed Records, Bexar County, Texas, as noted on survey prepared by Henry A. Kuehlem, R.P.L.S. No. 4020, dated February 23, 2015.
- c. Storm drainage easement, 10 feet wide across the Northeast corner, as dedicated to the City of San Antonio by instrument dated 11/30/1965, recorded in Volume 5481, Page 214, Deed Records, Bexar County, Texas, as noted on survey prepared by Henry A. Kuehlem, R.P.L.S. No. 4020, dated February 23, 2015.
- d. Terms and conditions of Permit to Withdraw Groundwater, recorded in Volume 7, Page 65, as affected by partial conveyance recorded in Volume 7, Page 192, and as affected by Volume 10, Page 365, Water Rights Records, Bexar County, Texas.

- e. Any right of adjoining property owners, including the State of Texas, in and to that part of the hereinabove property bordering the San Antonio River which may constitute accretion or avulsion by virtue of the possible shifting of the bed or shores of the river, stream or body of water which bounds the subject property.
- f. The following items as shown on survey, in full or in part, prepared by Henry A. Kuehlem, R.P.L.S. No. 4020, dated February 23, 2015:
 - (i) The encroachment or protrusion of a gate, guard shack and wall outside of the boundary line(s);
 - (ii) Overhead electric lines outside of the boundaries of any apparent recorded easement(s);
 - (iii) Water vaults, pump house, water well, and appurtenant underground lines, if any, outside of the boundaries of any apparent recorded easement(s); and
 - (iv) Sanitary sewer lines, and appurtenant underground lines, if any, outside of the boundaries of any apparent recorded easement(s).

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 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 will become absolute.

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

NCC Financial, LLC, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the first lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of NCC Financial, LLC and are transferred to NCC Financial, LLC without recourse against Grantor.

Princeton Capital Corporation, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the second lien note. The second and superior vendor's lien against and superior title to the Property are retained for the benefit of Princeton Capital Corporation and are transferred to Princeton Capital Corporation without recourse against Grantor.

BY ACCEPTING THE DELIVERY OF THIS DEED OR THE FILING OF THIS DEED FOR RECORD, GRANTEE IS ACCEPTING THE PROPERTY "AS IS", "WHERE IS" AND IN ITS PRESENT CONDITION WITH ALL FAULTS AND WITHOUT

WARRANTIES OF ANY KIND EXPRESS OR IMPLIED (EXCEPT FOR THE WARRANTY OF TITLE MADE HEREIN). GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN WARRANTIES OF TITLE. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE WARRANTIES EXPRESSLY CONTAINED IN THIS DEED.

WITHOUT IN ANY WAY LIMITING THE FOREGOING, GRANTEE ACCEPTS THE PROPERTY WITHOUT WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE PRESENCE OR ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS (THE "HAZARDOUS SUBSTANCES") OR ANY OTHER MATTERS REGARDING THE WATER, SOIL OR GEOLOGY OF THE PROPERTY, OR THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF ANY PART OF THE PROPERTY, OR REGARDING THE PAST OR PRESENT COMPLIANCE BY ANY PERSON WITH LAWS AND REGULATIONS RELATING TO THE PROPERTY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, LAWS AND REGULATIONS PERTAINING TO HEALTH, SAFETY, DESIGN, CONSTRUCTION, ACCESSIBILITY, LAND USE, ENVIRONMENTAL MATTERS, POLLUTION OR PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING OR DISPOSING OF HAZARDOUS SUBSTANCES. GRANTEE RELIES ON ITS OWN EXPERTISE, ITS OWN INSPECTION AND ITS OWN EXAMINATION OF THE PROPERTY AND WILL HOLD GRANTOR HARMLESS AGAINST ANY CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING OUT OF THE CONDITION OF THE PROPERTY AND ARISING FROM ACTS SUBSEQUENT TO THE CLOSING DATE.

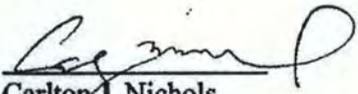
GRANTEE EXPRESSLY RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. **THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.**

FURTHERMORE, BY ACCEPTING THE DELIVERY OF THIS DEED OR THE FILING OF THIS DEED FOR RECORD, GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR AND AFFILIATES OF GRANTOR HAVE LEASED PROPERTY IN THE IMMEDIATE VICINITY OF THE PROPERTY WHICH IS THE SUBJECT OF THIS DEED TO THE OPERATOR OF A RECYCLING FACILITY. NORMAL OPERATION OF A RECYCLING FACILITY CAN PRODUCE LOUD NOISES, VIBRATIONS, AND OTHER CONDITIONS THAT ARE INCIDENT TO THE NORMAL OPERATIONS OF SUCH A BUSINESS. GRANTEE TAKES THE PROPERTY WITH FULL KNOWLEDGE OF THESE FACTS.

GRANTOR:

**NEWELL NANO FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership**

By: Newell Nano GP, LLC, a Texas limited liability company,
its sole General Partner

By: 
Name: Carlton J. Nichols
Title: Vice President

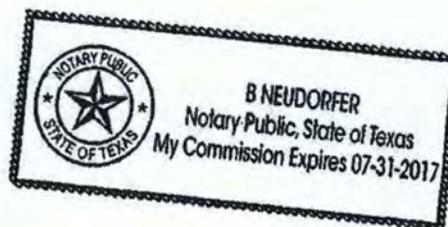
STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

This instrument was acknowledged before me on the 10th day of April, 2015, by CARLTON J. NICHOLS, Vice President of Newell Nano GP, LLC, a Texas limited liability company, general partner of NEWELL NANO FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said partnership and limited liability company.


Notary Public in and for
the State of Texas



GRANTEE:

LONE STAR BREWERY DEVELOPMENT, INC., a Texas corporation

By: _____

Name: Mark Smith

Title: President

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§

This instrument was acknowledged before me on the 10th day of April, 2015, by MARK SMITH, President of LONE STAR BREWERY DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Notary Public in and for
the State of Texas

**AFTER RECORDING,
PLEASE RETURN TO:**

Lone Star Brewery Development, Inc.
711 W. McCarty Ln.
San Marcos, Hays County, Texas 78666

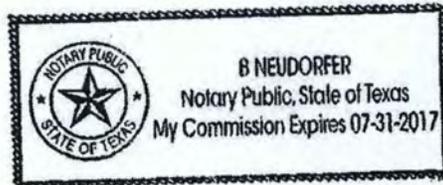


EXHIBIT "A"

Field notes of a 21.575 acre tract of land situated in the City of San Antonio, Bexar County, Texas and being part of Lot 17, New City Block A-17, Lone Star Subdivision, according to plat recorded in Volume 9510, Page 143, Plat Records of Bexar County, Texas, and being part of that 22.39 acre tract conveyed to Newell Nano Family Limited Partnership and described in deed recorded in Volume 15873, Page 1551, Official Public Records of Bexar County, Texas, said 21.575 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron pin set in the south line of Lone Star Blvd. at the northeast corner of Lot 24, New City Block A17, Newell Salvage Subdivision, according to plat recorded in Volume 9632, Page 48, being the northwest corner of this tract;

Thence S 81° 32' 45" E. 942.92 feet along the south line of Lone Star Blvd. to a railroad spike found at the northwest corner of a tract conveyed to the City of San Antonio by Quit Claim deed recorded in Volume 609, Page 329, being a northeast corner of Lot 17 and this tract;

Thence along the east line of Lot 17, as follows:

S 03° 01' 41" W. 32.99 feet to a 1/2" iron pin set at an angle point.

S 34° 41' 42" E. 116.81 feet to a 1/2" iron pin set at the northwest corner of a 0.804 of an acre tract conveyed to the San Antonio River Authority by deed recorded in Volume 14232, Page 852, being a northeast corner of this tract.

Thence along the west line of said 0.804 of an acre tract, as follows:

S 58° 04' 07" W. 93.35 feet to a 1/2" iron pin with cap found at an angle point.

S 46° 16' 56" W. 232.75 feet to a 1/2" iron pin with cap found at an angle point.

S 34° 46' 56" W. 77.05 feet to a 1/2" iron pin with cap found at an angle point.

S 19° 01' 41" W. 162.62 feet to a 1/2" iron pin with cap found at an angle point.

S 02° 13' 45" W. 124.70 feet to a 1/2" iron pin with cap found at an angle point.

S 13° 01' 10" W. 110.93 feet to a 1/2" iron pin with cap found at an angle point.

S 30° 46' 13" W. 182.96 feet to a 1/2" iron pin with cap found at an angle point.

S 48° 28' 01" W. 68.11 feet to a 1/2" iron pin with cap found at an angle point.

S 36° 11' 04" W. 55.45 feet to a 1/2" iron pin set at an angle point.

S 57° 05' 45" W. 32.31 feet to a 1/2" iron pin with cap found at an angle point. S 69° 54' 21"

W. 59.87 feet to a 1/2" iron pin with cap found at an angle point. S 39° 41' 41" W. 43.44 feet

to a 1/2" iron pin set in the south line of Lot 17 at the southwest corner of said 0.804 of an acre tract, being the southeast corner of this tract;

Thence N 86° 15' 22" W. 518.54 feet along the south line of Lot 17, being the north line of the San Antonio Public Service Company property, to a 1/2" iron pin set at the southeast corner of Lot 24, being the southwest corner of this tract;

Thence along the east line of Lot 24, as follows:

N 08° 25' 52" E. 401.61 feet to a 1/2" iron pin found at an angle point.

N 08° 38' 13" E. 824.41 feet to the place of Beginning and containing 21.575 acres of land according to a survey made on the ground.

Doc# 20150063833
Pages 8
04/14/2015 2:05PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$50.00

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.
04/14/2015 2:05PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

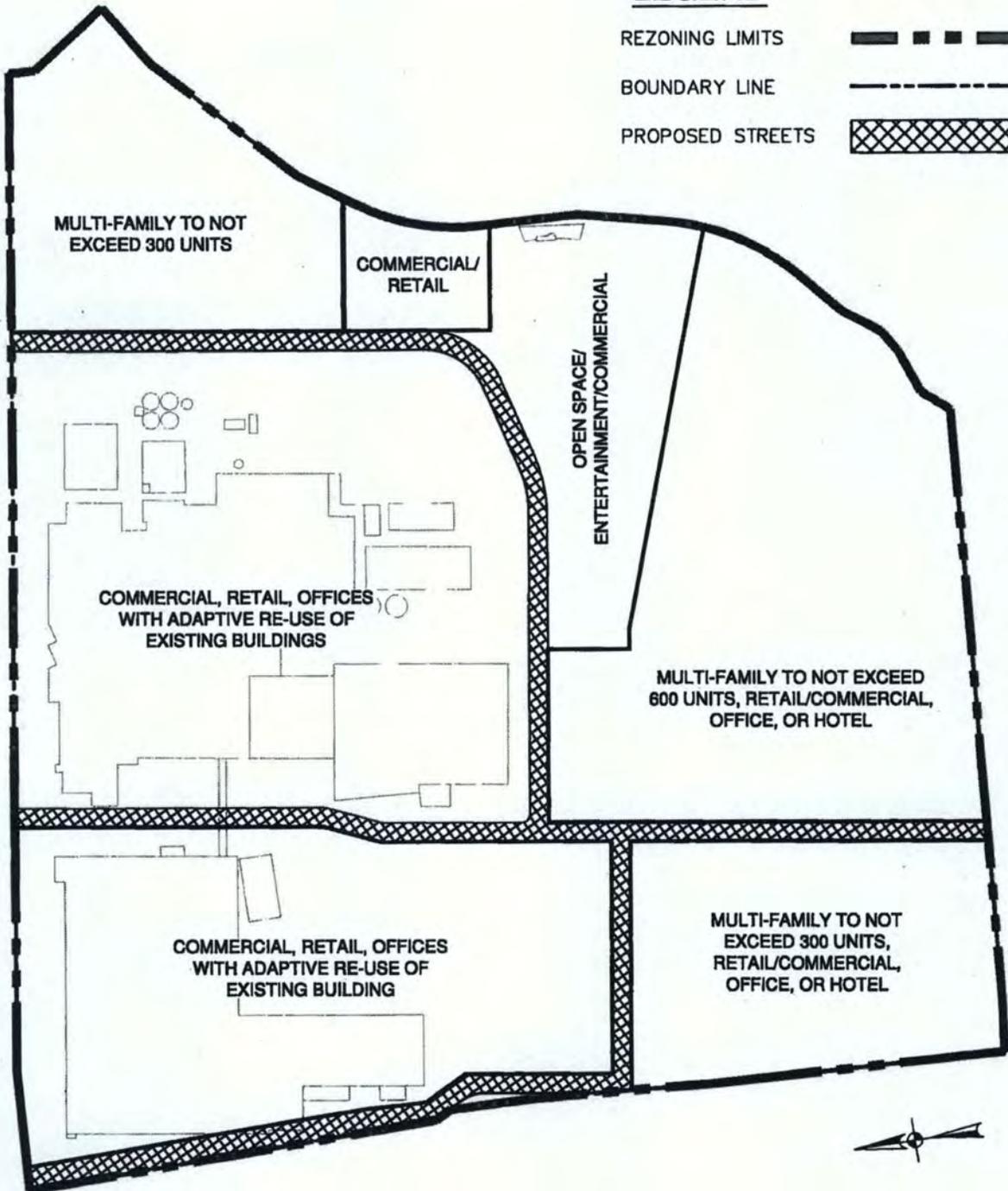
Z2016280

LEGEND

REZONING LIMITS 

BOUNDARY LINE 

PROPOSED STREETS 



SCALE: 1" = 200'



Exhibit "B"

Date: Oct 17, 2016, 10:01am User ID: SShorell
File: P:\11145\00\Design\Exhibit\160923-REZONING SITE PLAN.dwg

JOB NO. 11145-00
 DATE OCTOBER 2016
 DESIGNER J.S.
 CHECKED TC DRAWN BH
 SHEET 1 of 1

LONE STAR BREWERY
 SAN ANTONIO, TEXAS
 REZONING SITE PLAN

Pape-Dawson
ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 419 | SAN ANTONIO, TX 78213 | 210.378.8990
 TBP# FIRM REGISTRATION 0470 | TDFLS FIRM REGISTRATION 01002800