

ORDINANCE 2020-08-06-0503

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 Lot 2, Block 3, NCB 14160 save and except 0.030 acres from "C-2 CD AHOD" Commercial Airport Hazard Overlay District with a Conditional Use to allow for Live Entertainment No Cover Charge 3 days a week to "C-2 CD AHOD" Commercial Airport Hazard Overlay District with a Conditional Use to allow for Food Processing and Storage.

SECTION 2. A description of the property recorded in Warranty Deed Document No. 20060077726 of the Official Public Record of Real Property of Bexar County, which is saved and excepted in Section 1 above, is attached as **Exhibit "A"** and made a part hereof and incorporated herein for all purposes.

SECTION 3. The City Council finds as follows:

- A.** The conditional use will not be contrary to the public interest.
- B.** The conditional use will not substantially nor permanently injure the appropriate use of adjacent conforming property in the same district.
- C.** The conditional use will be in harmony with the spirit and purpose for conditional uses as set forth in Section 35-422, Conditional Zoning, of the Unified Development Code.
- D.** The conditional use will not substantially weaken the general purposes of the regulations as set forth in Section 35-422, Conditional Zoning, of the Unified Development Code.
- E.** The conditional use will not affect adversely the public health, safety and welfare.

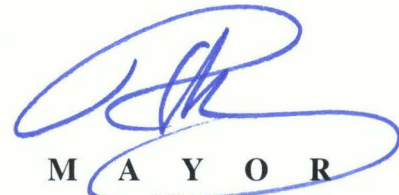
SECTION 4. The City council approves this Conditional Use so long as the attached site plan is adhered to. A site plan is attached as **Exhibit "B"** and made a part hereof and incorporated herein for all purposes.

SECTION 5. 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 6. 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 7. This ordinance shall become effective August 16, 2020.

PASSED AND APPROVED this 6th day of August, 2020.



M A Y O R
Ron Nirenberg

ATTEST:



Tina Flores, Acting City Clerk

APPROVED AS TO FORM:



for Andrew Segovia, City Attorney



City of San Antonio

City Council

August 06, 2020

Item: Z-24

File Number: 20-4048

Enactment Number:

2020-08-06-0503

ZONING CASE Z-2020-10700103 CD (Council District 7): Ordinance amending the Zoning District Boundary from "C-2 CD AHOD" Commercial Airport Hazard Overlay District with a Conditional Use to allow for Live Entertainment No Cover Charge 3 days a week to "C-2 CD AHOD" Commercial Airport Hazard Overlay District with a Conditional Use to allow for Food Processing and Storage on Lot 2, Block 3, NCB 14160, save and except 0.030 acres, located at 5455 Evers Road. Staff and Zoning Commission recommend Approval.

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember John Courage seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,
Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

SG
08/06/2020
Item No. Z-24

Exhibit “A”

SCANNED


 LT1-77-20060077726-1

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.


 LT2-12042-238-6

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR §

That **Jeffrey Herrmann Jaffe** ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor, the receipt and sufficiency of such considerations being hereby acknowledged by Grantor, and the further consideration of the execution and delivery by Grantee of a promissory note ("Note") of even date herewith in the principal sum of TWO MILLION NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,925,000.00), payable to the order of International Bank of Commerce, whose mailing address is 130 E. Travis, San Antonio, Bexar County, Texas 78205, and bearing interest at the rates therein provided, containing the usual clauses providing for acceleration of maturity in event of default and for attorney's fees, the payment of which Note is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Steve Edlund of Bexar County, Texas, as Trustee, for the benefit of International Bank of Commerce, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto **AH SATX, LLC**, a Texas limited liability company ("Grantee"), all that certain tract of land and improvements located thereon situated in the State of Texas, County of Bexar, more particularly described on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Property").

This conveyance is made by Grantor and accepted by Grantee expressly subject to all matters identified on **Exhibit "B"** (collectively, the "**Permitted Exceptions**") attached hereto and incorporated herein by this reference for all purposes, and the rights of any third parties under said Permitted Exceptions.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does by these presents bind himself, his heirs and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

It is expressly agreed that the vendor's lien and superior title are retained against the above described property, premises and improvements, until said Note and all interest thereof shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

International Bank of Commerce, at the instance and request of the Grantee herein, having advanced and paid in cash to Grantor herein a portion of the purchase price of the Property, the Vendor's Lien, together with the Superior Title to said Property, is retained herein for the benefit of International Bank of Commerce, and the same are hereby TRANSFERRED and ASSIGNED to International Bank of Commerce, without recourse on Grantor.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT: (i) GRANTEE HAS CONDUCTED ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF ALL ASPECTS OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT IS RELYING ON SUCH INDEPENDENT INVESTIGATION AND INSPECTION AND IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR, GRANTOR'S ENGINEERS OR THE BROKERS IN DETERMINING WHETHER TO PURCHASE THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY GRANTOR TO GRANTEE WITH RESPECT TO THE PROPERTY HAS BEEN OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES THAT AT CLOSING, IT WILL BE FULLY AND COMPLETELY SATISFIED THAT THE PROPERTY IS SATISFACTORY IN ALL RESPECTS FOR ITS INTENDED USE AND GRANTEE SHALL HAVE NO RECOURSE WHATSOEVER AGAINST GRANTOR OR THE BROKER IN CONNECTION WITH THE PROPERTY.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR GRANTOR'S WRITTEN COVENANTS EXPRESSLY SET OUT IN THIS CONTRACT, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY (EXCEPT FOR THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED), INCLUDING, BUT NOT LIMITED TO: (A) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, BUT NOT LIMITED TO, ANY STATE OR FEDERAL ENVIRONMENTAL LAW, RULE OR REGULATION; (E) THE HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE HEREBY WAIVES ANY SUCH REPRESENTATION, WARRANTY, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE EXPRESSLY SET OUT IN THIS DEED, GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE "AS IS" "WHERE IS," AND "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE GRANTOR.

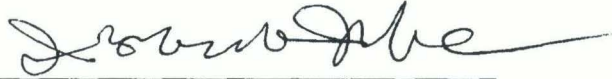
Current ad valorem taxes, assessments and fees relating to or pertaining to the Property, having been prorated to the date hereof, the payment thereof is hereby assumed by Grantee.

[Signatures on Following Page]

[Signature page to Special Warranty Deed]

EXECUTED on the date shown in the acknowledgment below, to be effective as of the
22 day of March 2006

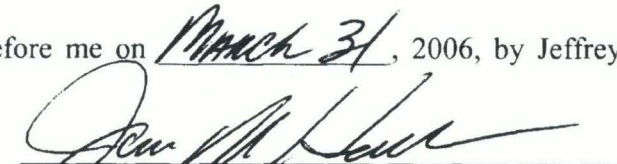
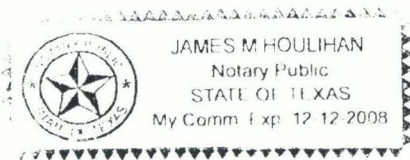
GRANTOR:



Jeffrey Herrmann Jaffe

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on March 31, 2006, by Jeffrey
Herrmann Jaffe.


Notary Public in and for the State of Texas

GRANTEE'S ADDRESS:

AH SATX, LLC
Attn: Mike Litofsky
P. O. Box 460285
San Antonio, TX 78246

**Exhibit "A" of the Special Warranty Deed
Description of Property**

Lot 2, Block 3, New City Block 14160, ROLLING RIDGE APARTMENT SUBDIVISION, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 6200, Page(s) 158, Deed and Plat Records of Bexar County, Texas;

SAVE AND EXCEPT:

0.012 hectare (0.030 acres) of land being out of Lot 2, Block 3, NCB 14160, Rolling Ridge Apartment Subdivision, as recorded in Volume 6200, Page 158 of the Plat Records of Bexar County, Texas said property was conveyed to Jeffrey Herman Jaffe by deed dated November 18, 1983, in Volume 3164, Page 954, Real Property Records of Bexar County, Texas, which 0.012 hectare (0.030 acres) of land is more particularly described by metes and bounds as follows:

BEGINNING at a set 12.7 mm (1/2 inch) rebar in the existing northwest right-of-way line of Glen Ridge Drive at the north point of curvature at the northwest corner of the intersection of Evers Road and Glen Ridge Drive and for a corner of the herein described parcel;

THENCE 19.151 meters (62.83 feet) along the arc of a curve to the right having a radius of 12.192 meters (40.00 feet), a central angle of 90° 00' 00", a chord distance of 17.242 meters (56.57 feet) which bears South 85° 58' 51" West, to a 12.7 mm (1/2 inch) rebar set in the existing northeast right-of-way line of Evers Road for a point-of-tangency;

THENCE North 49° 01' 09" West, 66.923 meters (219.56 feet) along the existing northeast right-of-way of Evers Road and with the southwest line of said Lot 2, Block 3, to a 12.7 mm (1/2 inch) rebar set for the west corner of the herein described parcel said point being South 49° 01' 09" East, 48.948 meters (160.59 feet) from the southwest corner of Lot 2, and which point is 8.052 meters (26.42 feet) from and at a right angle to Evers Road centerline Sta. 1+018.798;

THENCE South 52° 14' 29" East, 37.888 meters (124.30 feet) along the proposed right-of-way line of Evers Road to a 12.7 mm (1/2 inch) rebar set for an angle point and which point is 10.200 meters (33.46 feet) from and at a right angle to Evers Road centerline Sta. 1+056.631;

THENCE South 49° 01' 31" East, 30.315 meters (99.46 feet) along the proposed right of way line of Evers Road to a 12.7 mm (1/2 inch) rebar set for a point of curvature and which point is 10.200 meters (33.46 feet) from and at a right angle to Evers Road centerline Sta. 1+086.946;

THENCE 17.235 meters (56.55 feet) along the proposed right-of-way line of Evers Road and with the arc of a curve to the left having a radius of 10.973 meters (36.00 feet) a central angle of 89° 59' 38", a chord distance of 15.518 meters (50.91 feet) which bears North 88° 27' 52" East, to a 12.7 mm (1/2 inch) rebar set in the existing northwest right-of-way line of Glen Ridge Drive for the east corner of the herein described Parcel said point being South 40° 58' 51" West 163.718 meters (537.13 feet) from the east corner of Lot 2;

THENCE South 40° 58' 51" West, 0.914 meters (3.00 feet) along the existing northwest right-of-way line of Glen Ridge Drive to the POINT-OF-BEGINNING containing 0.012 hectare (0.030 acres) of land.

**Exhibit "B" of the Special Warranty Deed
Permitted Exceptions**

1. Drainage easement recorded in Volume 4389, Page 349, Deed Records, Bexar County, Texas.
2. 25 foot building setback line along the front and side of subject property, as shown on the plat recorded at Volume 6200, Page 158, Deed and Plat Records of Bexar County, Texas.
3. Variable width drainage easement along the side corner and rear of subject property, as set out in Volume 6200, Page 158, Deed and Plat Records of Bexar County, Texas.
4. 16 foot utility easement along the rear of subject property, as set out in Volume 6200, Page 158, Deed and Plat Records of Bexar County, Texas.
5. Drainage right of way easement along the west corner of subject property, as set out in Volume 6200, Page 158, Deed and Plat Records of Bexar County, Texas.
6. Easements recorded in Volume 4367, Page 498, corrected in Volume 4389, Page 349, Deed Records, Bexar County, Texas.
7. Lease Agreement recorded in Volume 4821, Page 1540, Official Public Records of Real Property of Bexar County, Texas.
8. Memorandum of Lease recorded in Volume 5740, Page 1981, Official Public Records of Real Property of Bexar County, Texas.
9. Water drainage agreement recorded in Volume 6381, Page 967, Deed Records, Bexar County, Texas.
10. Any and all unrecorded leases.
11. Rights of Parties in Possession.
12. Visible and apparent easements and/or rights of way on or over the subject property which may not appear of record.
13. All items shown on that certain survey dated January 11, 2002, completed by William F. Martell.

Doc# 20060077728 Fees: \$36.00
04/06/2006 10:15AM # Pages 6
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, 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 Record of Real Property of Bexar County, Texas on:

APR 06 2006



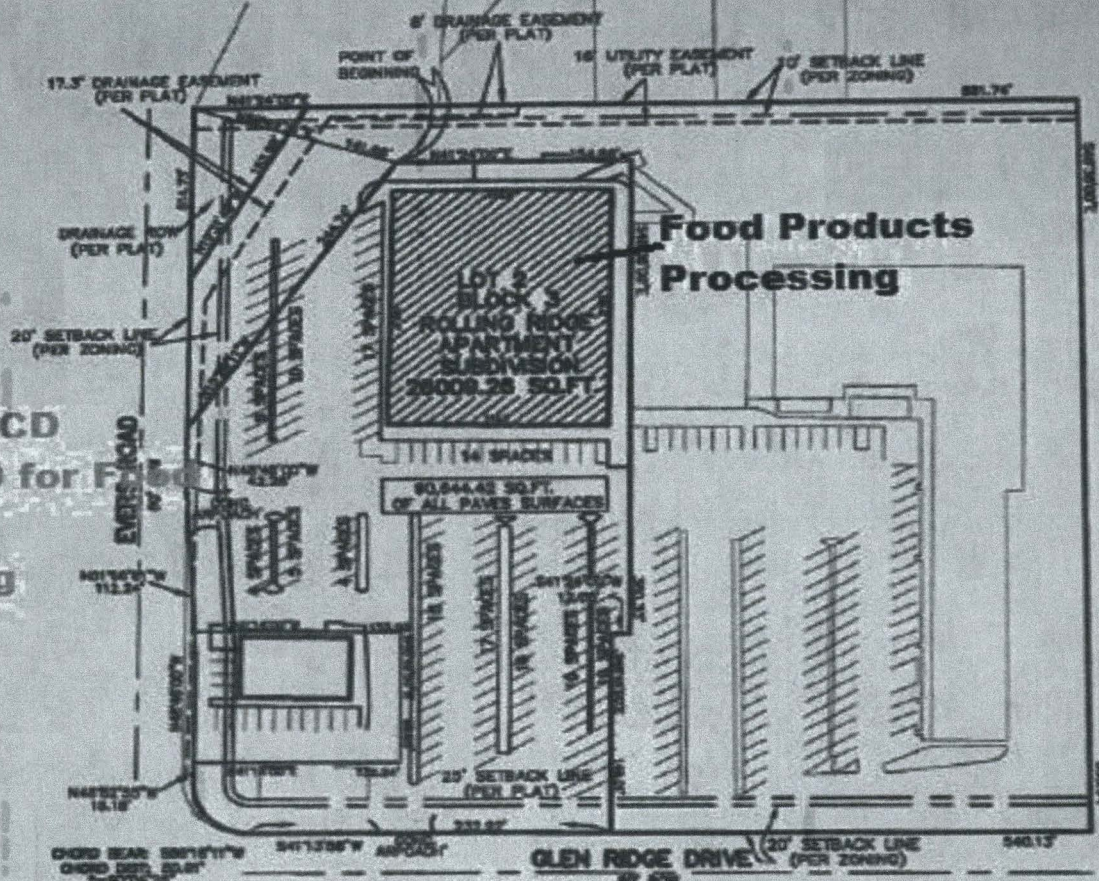
Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

SG
08/06/2020
Item No. Z-24

Exhibit “B”

NOTE: THIS SITE PLAN WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL SETBACKS / EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY.

Z-2020-10700103



From: C-2 CD
To: C-2 CD for Food Products Processing



PARKING SPACES 119

NOTE: NO OFF STREET PARKING AND NO LOADING AREAS
NOTE: NO ADA REQUIRED SPACES

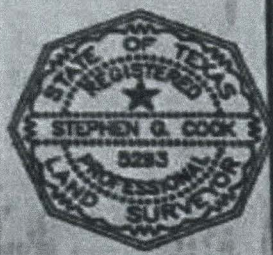
ZONING
C-2 COMMERCIAL
THE MAXIMUM FRONT SETBACK IN A C-2 DISTRICT IS THIRTY-FIVE (35) FEET.

STREET FRONTAGE	SIDE SETBACK	REAR SETBACK	HEIGHT (MAX)
20	10	30	25

LOT(S) 2 BLOCK 3 N.C.B. - SUBDIVISION ROLLING RIDGE APARTMENT SUBDIVISION
VOLUME 6200 PAGE 158 OF THE DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS
WITNESS MY HAND AND SEAL THIS 21 DAY OF MAY 20 20
BUYER Kenny Garcia
ADDRESS 5455 EVERS ROAD OFF# -

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 UNITED 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.

[Signature]
STEPHEN G. COOK, S.P.C.



888-778-884
SOIL JOB NO.
N.A. AP
DRAIN BY SURV. BY
CHK. CADD/W



12000 STANARDIST, SUITE 107
SAN ANTONIO, TEXAS 78247-2017
210/481-5885 • FAX 210/481-2180
WWW.SGC.NET

Exhibit "B"