## AN ORDINANCE

# 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 6.01 acres of land out of NCB 12104, save and except that portion conveyed to the City of San Antonio, from "PUD MF-25 AHOD" Planned Unit Development Low Density Multi-Family Airport Hazard Overlay District to "MF-25 CD AHOD" Low Density Multi-Family Airport Hazard Overlay District with Conditional Use for a Professional Office.

SECTION 2. A description of the property and that portion of the property recorded in Volume 5589 Page 360 of the Deed Records of Bexar County Texas, which is saved and excepted in Section 1 above, are attached as Attachment "A".

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 finds that the following conditions shall be met to insure compatibility with the surrounding properties:
A. There shall be no exterior display or sign with the exception that a nameplate, not exceeding three (3) square feet in area, may be permitted when attached to the front of the main structure.
B. No construction features shall be permitted which would place the structure out of character with the surrounding residential neighborhood.
C. Business hours of operation for the general public shall not be permitted before 7:00 a.m. or after 6:00 p.m.

SECTION 5. The City Council approves this Conditional Use so long as the attached site plan is adhered to. A site plan is attached as Attachment "B" and made a part hereof and incorporated herein for all purposes.

SECTION 6. 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 7. 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 8. This ordinance shall become effective February 7, 2016.
PASSED AND APPROVED this $28^{\text {th }}$ day of January, 2016.


| Agenda Item: | $\begin{aligned} & \text { Z-22 ( in consent vote: P-1, Z-1, Z-2, Z-3, Z-5, Z-7, Z-8, Z-9, Z-10, Z-13, Z-14, Z-15, Z-16, Z-17, } \\ & \mathbf{Z - 1 8}, \mathrm{Z}-21, \mathrm{Z}-22 \text { ) } \end{aligned}$ |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Date: | 01/28/2016 |  |  |  |  |  |  |
| Time: | 02:04:47 PM |  |  |  |  |  |  |
| Vote Type: | Motion to Approve |  |  |  |  |  |  |
| Description: | ZONING CASE \# Z2016037 CD (Council District 10): An Ordinance amending the Zoning District Boundary from "PUD MF-25 AHOD" Planned Unit Development Low Density Multi-Family Airport Hazard Overlay District to "MF-25 CD AHOD" Low Density Multi-Family Airport Hazard Overlay District with Conditional Use for a Professional Office on 6.01 acres of land out of NCB 12104, located at 2876 Nacogdoches Road. 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 |  |  | x |  |
| Alan Warrick | District 2 |  | x |  |  |  | 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 |  |  |  |  |
| Michael Gallagher | District 10 |  | x |  |  |  |  |

## 2000- OOOSEGE

## HARRANIY DESED

Date: June 29, 1999
Grantor: TOM E. TURNER REVOCABLE TRUST
Grantor's 2fililng Address (Including county): 2900 Nacogdoches Road, San Antonio, Bexar County, Texas 78217

Grantee: TOM z. TURNER FAMILY FOUNDATION
Grantee' Matilng Address (Including comity):
2900 Nacogdoches Road, San Antonio, Bexar County, Texas 78217
Consideratlon: For TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration

Property:
Property located at 2900 Nacogdoches Road, San Antonio, Bexar County, Texas, more partlcularly deacribed in Exhibit "A" attached hereto and made a part hereof.

Reservations From and Enceptions to Conveyance and Waxranty:
Easemente, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that effect the property.

Grantor, for the consideration and subject to the reservationa from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the righte and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, euccessors, or assigns forever. Grantor binds Grantor and Grantor's heire, executors, administratore, and successore to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, buccessors, 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 conveyance and warrianty,

This transfer shall take effect on the death of TOM E. TURNER.

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


## MCKOFITRDCMEN

## STANE OF TAXA <br> * <br> COMMIT OF BLEAR *

This instrument was acknowledged before me on the $29 t h$ day of June 1999 by TOM E. TURNER, Trustee of the TOM E. TURNER REVOCABLE TRUST.



Prepared in the Law office of LEIGHTON \& LEIGHTON, P.C. 3003 N.W. Loop 410 San Antonio, Texas 78230

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 SOCLAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: January 1, 2011
Grantor: AT HOLDING-CARSON, LLC, a Texas limited liability company
Grantor's Mailing Address (including county): 1911 Corporate Drive, Suite 102
San Marcos
Hays County, Texas 78666

Grantee: Carson Diversified SA, LP, a Texas limited partnership
Grantee's Mailing Address (including county): 1911 Corporate Drive, Suite 102
San Marcos
Hays County, Texas 78666

Consideration:
Ten and No/100 Dollars ( $\$ 10.00$ ) and other valuable consideration
Property (including any improvements):
All that certain tract or parcel of land containing 5.172 acres in the City of San Antonio, Bexar County, Texas, out of the Antonio Perez Survey No. 10, Abstract 571, New City Block 12104, being the same tract of land described in Volume 6637, page 716, Deed Records of Bexar County, Texas, and being more particularly described as Tract II in Exhibit "A" attached hereto.

All that certain tract or parcel of land containing 0.84 acres in the City of San Antonio, Bexar County, Texas, out of the Antonio Perez Survey No. 10, Abstract 571, New City Block 12104, being the same tract of land described in Volume 6653, page 153, Deed Records of Bexar County, Texas, and being more particularly described as Tract I in Exhibit "A" attached hereto.

Assignment and Assumption of Leases:
Grantor hereby assigns to Grantee Grantor's rights and obligations under any Leases under which any portion of the Property is used or occupied by anyone, other than Grantor, and Grantee assumes and agrees to perform the Grantor's (Landlord's) obligations under such Leases arising after this date.


## Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to all easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any County Water Improvement Districts or other applicable governmental districts, agencies, authorities.

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 it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's 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 conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.
AT HOLDING - CARSON, LLC


## ACKNOWLEDGEMENT

## STATE OF TEXAS

## COUNTY OF HAYS

This instrument was acknowledged before me on the $5^{s^{\alpha}}$ day of January, 2011, by W. C. Carson, in his capacity as the Manager of AT HOLDING - CARSON, LLC, a Texas limited liability company.



After recording return to: Carson Properties 1911 Corporate Drive, Suite 102
San Marcos, Texas 78666

Prepared in the Law Office of:
Leighton Law Firm, PLLC
12117 Bee Caves Road, Suite 260
Austin, Texas 78738

## EXHIBIT " ${ }^{\text {A }}$

Tract $1:$
Being a D.B4 Acre Tract out of the Antoplo Perez 0.5. No. 10, Being designated as Lot H, NCB 12104 In the tax records of the Cly of San Antanlo, Bexar County, Texas, being more particularly described as foflows:

Begining at a point in the Southeast line of Nacogdoches Road for the North corner of the hereln descrbed tract, sald point being 826,4 feet along the Southeast Ine of Nacogdoches Road from lis intersection with the West line of Oak Ledge Dive;

Thence $549^{\circ 11}$ W, 150.0 feet along the Southeast Ine of Nacogdoches Road to a point for the West comer of the herein described tract;

Thence $\mathbf{S} 36010^{\prime} \mathrm{E}, 291,2$ feet to a point for the South comer of the herein described tract
Thence $N 49040^{\circ} \mathrm{E}, 100.0$ feet to a point for the East comer of the herein described tract;
Thance N 25035' W, 301.0 feet to the Point of Beginning, containing 0.84 zcres, more or less;
Save and Except that portion conveyed to the Clyy or San Antonio by Warranty Deed recorded hi Volume 5589, Page 360 of the Deed Records of Bexar County, Texas.

Tract II:
Belng Tract I, New Cly Block 12104, siluabed within the corporate 荷its of the City of San Antonlo, Bexar Courty, Texas, ad beling out of the Antonio Perez Survey \#10, Abstract 571, and being more parteularly described by metes and bounds as follows:

Beginning at an fron pin found on the line between Tracts " ${ }^{4}$ " and "I, on the new southeast fight of way line of Nacogdoches Road, for the most northerly corner of Tract "I" sald comer being 528.59 feet southwesteriv along the southeast right of way \#ise of Nacogdoches Road from the intersection with the southwest right of way line of Oak Lefige Drive;

Thence South 45019\%0" East along the fine between Tracts "[" and " $\mathrm{IN}^{\prime \prime}$, a distance of 286.6 feet to an fron plpe found at angle point;

Thenca South 19001'00" East continuing on the line belween Tracts "I" and "J" a distance of 438,00 feet to an Iron pin found on 8 northwest line of Lot 6, Block "A", Foresk Oaks Subdliklon, as recorded in Volume 1625, Page 347, of the Plat Records of Bevar Courky, Texas, for the most easterly comer of this tract;

Thence South $70050156^{\prime \prime}$ Wert along the northwesterly fine of sald Forest Oaks Subdivision, a distance of 304.60 feet to an fron pin found on the northeast line of Oak Forest Estates, Unk 3, as recorded in Volime 4080, Page 286, of the Plat Records of Bexar County, Texas, for the most southenly comer of this tract;

Thence along the northeast line of sald Oak Forest Estates, Unit 3; as follows: North 29 deg. $06 \mathrm{~m} / \mathrm{h} 37 \mathrm{sec}$. West a dlstance of 76.77 feet and
North 29 deg, 00 min 06 sec West a diftance of 236.88 feet to an Hon pin found at a fence corner at the northerly corner of sald Oak Forest Estates, Unit 3, and the southeast corner of Tract "H", New Cliy Block 12104;

Thence North 28 deg. 48 min 10 sec. West along a fence on the line between Tracts "I" and " $\mathrm{H}^{\prime \prime}$ a distance of 298.98 feet to an fron pin found on the southeast right of way fine of Nacogdoches Road for the most westerly corner of this tract, sald corner beling on a curve northeasterly to the right on said fight of way line at a radal bearing North 41 deg 23 min 09 sec West;

Thence northeasterly along sald curve to the right, on the southeast right of way Une of Nacogdoches Road, said curve having a radus of 1970 feet and a central angle of 8 deg 39 min 48 sec , an arc distance of 297.87 feet to the Point of Beginning and containing 5.172 acres of tand;

Save and Except that portion conveyed to the CIty of San Antonlo by Warranty Deed recorded in Volume 5589, Page 360 of the Deed Records of Bexar County, Texas.


## JAN 122011




Parcels 6010 a 60104
Project; Aseogdothes M. Paving

THEMCE; sort heaterly, along a curve tithe left with a 1970.00 foot radius, a distance of $\mathbf{1 3 2 . 8 0}$ feet co a. point on the southwest line of the Marietta Coney Tract.

THENCE; North $42^{\circ} 47^{\prime} 33^{\prime \prime}$ West, along the It oe como to the Marietta Cones Tract and to Tract I, Nev City Block 12104, a distance of 1.63 feat to a point on the Ene line of Nacogdochen load,

Tinct; mortheanterly, along the southeast Line of \#acosdochea toad an follow:

North $38^{\circ} 32^{\prime \prime} 27^{\prime \prime}$ Last, adamance of 06,07 feet to a point.
North $63^{\circ} 45^{\circ} 04^{\prime \prime}$ Ease, a distance of 46,32 feat to the point of betianiag, and containing 0.023 acre a of land, more or lewes

It is further undaratood and agreed that the consideration received by the Graben is also in full payment for all damages to the raining property, if any, of the Granter.

TO HAVE ARD TO HOLD the above described premises, together cath all and singular
 successors and assign former: and we do bercy bind ourselves, our beira, executors

 fully clang or to clad the ene or en y part thereof.

Excuses shia $\square C$ dey of - A. D. 1966.


PiCK CONES, Individually and as Independent Executor of the Estate of MARILTIA CAMOOLL CONDES, Deceased.


STATE OF TREAS
contr of decal
SEPONE ME, the undersigned authority, on this day personally appeared JACX COMEs. known to we to be the person whose ane is usbacribed to the foregoing instrument, and acknowledged to me that he executed the exec, as Independent Executor of the Iitete of
 and $2 n$ the capacity therein set forth.




Attachment B

