

AN ORDINANCE 2015-12-17-1087

**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 Lots 5 and 6, Block 4, NCB 2302, save and except that portion of Lot 6 conveyed to the City of San Antonio and further save and except that portion thereof conveyed to San Antonio River Authority, from "I-1 HL AHOD" General Industrial Historic Landmark Airport Hazard Overlay District to "IDZ HL AHOD" Infill Development Zone Historic Landmark Airport Hazard Overlay District with Uses Permitted in "C-2" Commercial District.

**SECTION 2.** A description of that portion of Lot 6 conveyed to the City of San Antonio by deed recorded in Volume 817 Page 508 and that portion thereof conveyed to San Antonio River Authority by deed recorded in Volume 4531 Page 556, Bexar County Deed Records, which are saved and excepted in Section 1 above, are attached as **Attachment "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 **Attachment "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.

SG/cla  
12/17/2015  
# Z-10


CASE NO. Z2016014

SECTION 6. This ordinance shall become effective December 27, 2015.


PASSED AND APPROVED this 17<sup>th</sup> day of December, 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

<b>Agenda Item:</b>	<b>Z-10 ( in consent vote: 30, Z-1, P-2, Z-8, Z-9, Z-10, P-3, Z-11, Z-12 )</b>
<b>Date:</b>	12/17/2015
<b>Time:</b>	02:07:41 PM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	ZONING CASE # Z2016014 (Council District 5): An Ordinance amending the Zoning District Boundary from "I-1 HL AHOD" General Industrial Historic Landmark Airport Hazard Overlay District to "IDZ HL AHOD" Infill Development Zone Historic Landmark Airport Hazard Overlay District with Uses Permitted in "C-2" Commercial District on 0.221 acres of land out of NCB 2302, located at 1617 West Commerce Street. 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>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	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				x
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

Two Hundred and Fifty (\$250.00) DOLLARS, to us in hand paid by the City of San Antonio, receipt of which is hereby acknowledged, and the further consideration that The City of San Antonio is to assume all current taxes now due have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said City of San Antonio, a municipality located in the County of Bexar State of Texas all that certain tract or parcel of land, lying within the corporate limits of the City of San Antonio, Bexar County, Texas: described as follows; viz; all of Lot No. Eleven (11), City Block No. Two Thousand Two Hundred and Seventy One (2271), facing on the south side of West Travis Street, Fifty One and Thirty Six One Hundreths feet (51.36) for widths and One Hundred and Twenty Five feet in length parallel with North Brazos Street, being bounded on the east by Lot No. Twelve (12) on the west by Lot No. Ten (10), both in said City Block 2271, on the south by an alley in said block and on the north by west Travis Street. TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of San Antonio, it's successors and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said City of San Antonio, it's successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof. Witness our hand at San Antonio this 13 day of April A. D. 1925.

Edg Rev. stamp cancelled

Stella M. Bell  
Bascom Bell

THE STATE OF TEXAS:  
COUNTY OF BEXAR. : BEFORE ME, the undersigned Authority, on this day personally appeared Bascom Bell and Stella M. Bell, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Stella M. Bell, wife of said Bascom Bell, having been examined by me privily and apart from her husband and having the same fully explained to her by me, she, the said Stella M. Bell, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. GIVEN under my hand and seal of office, this 13 day of April, A. D. 1925.

Seal

S. C. Eldridge, Notary Public,  
Bexar County, Texas.

Filed for record April 22, 1925 at 2:57 O'clock P.M.  
Recorded April 27, 1925 at 8:15 O'clock A.M.  
Jack R. Burke, County Clerk, Bexar County, Texas.  
By Chas. Grossmann, Deputy.

No. 120707  
R. W. Morrison

QUIT CLAIM DEED

City of San Antonio

THE STATE OF TEXAS,  
COUNTY OF BEXAR. KNOW ALL MEN BY THESE PRESENTS: That I, R. W. Morrison, of the County of Bexar and State of Texas, for and in consideration of the use of the said hereinafter described property for public purposes, to which it is dedicated, have granted, sold, conveyed, released, and quit claimed, and by these presents do grant, sell, convey, release, and forever quit claim unto the City of San Antonio, Texas, a municipality all that certain tract or parcel of land out of Lot Number Six (6), City Block Number 2302, on the North side of West Commerce Street, within the corporate limits of the City of San Antonio, Bexar County, Texas, and more particularly described as follows: Beginning at the southwest corner of Lot No. 6, City Block No. 2302; Thence in a northerly direction along the west line of Lot No. 6, and east line of Brazos Street, 16.2 feet to a point on the new established east line of the Alazan Ditch; Thence in a southeasterly direction along the new established east line of said ditch, 17.3 feet to a point on the north line of West Commerce Street, and south line of said Lot No. 6; Thence in a westerly direction along the north line of West Commerce Street, 6 feet to the place of beginning. For further information see Widening Plan of Alazan Creek on file in the office of the

City Engineer. TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging unto the said City of San Antonio, and its successors forever, so that neither I, the said R. W. Morrison, nor my heirs, nor any person or persons claiming under me shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof. Witness my hand at San Antonio, Texas, this 3rd day of April, 1925.

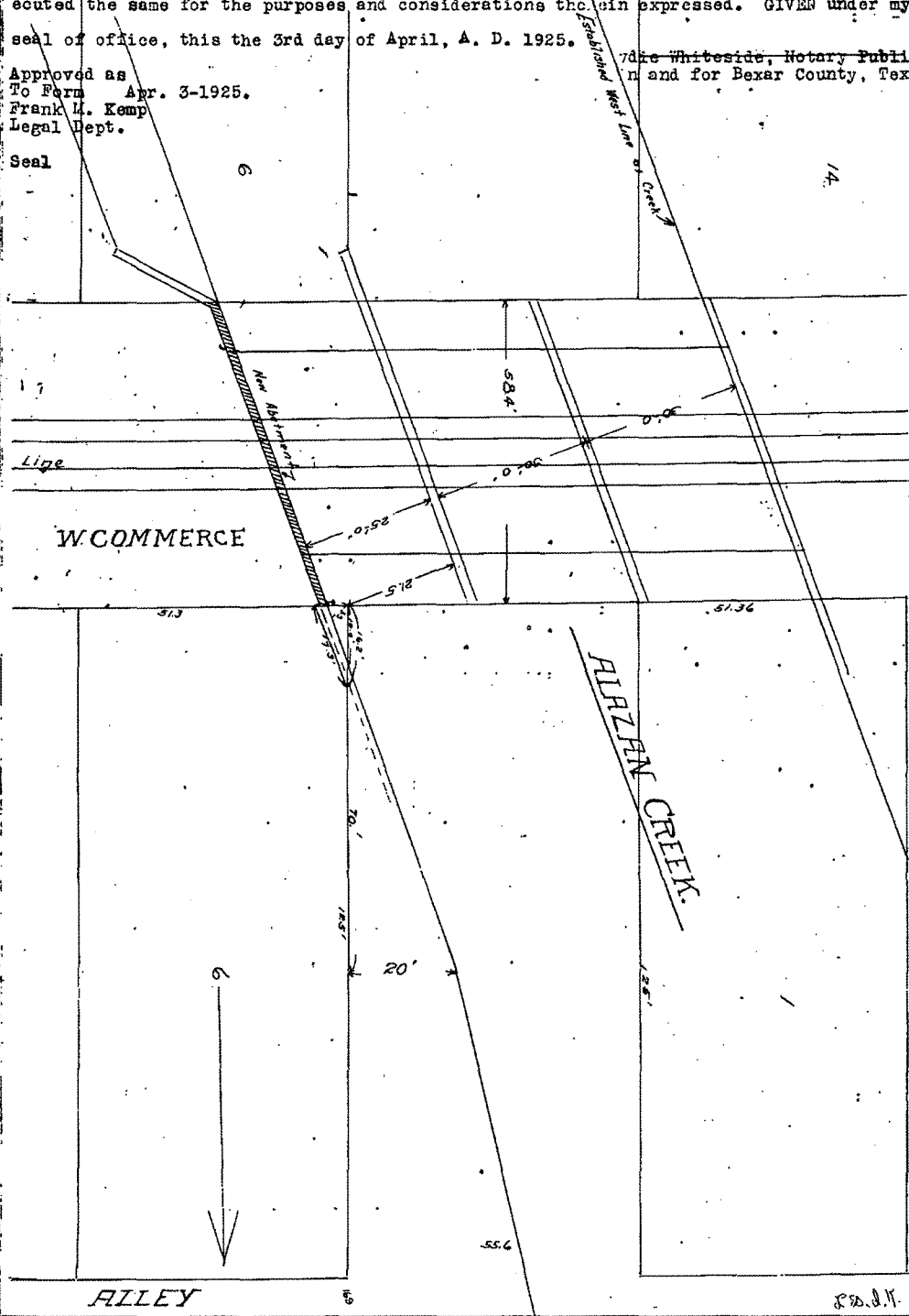
R. W. Morrison.

THE STATE OF TEXAS,  
 COUNTY OF BEXAR. BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. W. Morrison, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed. GIVEN under my hand and seal of office, this the 3rd day of April, A. D. 1925.

Approved as  
 To Form Apr. 3-1925.  
 Frank M. Kemp  
 Legal Dept.

Seal

John Whiteside, Notary Public  
 in and for Bexar County, Texas.



J. W. D. M.

Filed for record April 22, 1925 at 2:57 O'clock P.M.  
 Recorded April 27, 1925 at 8:30 O'clock A.M.  
 Jack R. Burke, County Clerk, Bexar County, Texas.  
 By Chas. Grossmann, Deputy.

No. 120708  
 Alfred Peuker

WARRANTY DEED.

City of San Antonio.

THE STATE OF TEXAS,  
 COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS: That I, Alfred Peuker of the County of Bexar State of Texas for and in consideration of the sum of one hundred and fifty DOLLARS, to me in hand paid by the City of San Antonio the receipt of which is hereby acknowledged have GRANTED SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said City of San Antonio of the County of Bexar State of Texas all that certain lot tract or parcel of land lying within the city limits of the City of San Antonio Bexar County State of Texas described as follows-viz: All of lot No. 2 CB2271- having a width of 51.36/100 fee fronting on the north side of west Houston Street, and a length of 125 feet parallel with North Brazos street, and bounded on the East by lot No. 1, on the West by lot 3 of said CB 2271, on South by West Houston Street, on North by an alley. TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of San Antonio its successors and assigns forever, and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said City of San Antonio its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness my hand at San Antonio this 21st day of April A. D. 1925.  
 50¢ Rev. stamp cancelled.

Alfred Peuker

THE STATE OF TEXAS,  
 COUNTY OF BEXAR.

Before me, the undersigned authority, a Notary Public in and for Bexar County, Texas, on this day personally appeared Alfred Peuker known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 21st day of April A. D. 1925.

Seal

G. L. Lain, a Notary Public  
 in and for Bexar County, Texas.

Filed for record April 22, 1925 at 2:58 O'clock P.M.  
 Recorded April 27, 1925 at 8:30 O'clock A.M.  
 Jack R. Burke, County Clerk, Bexar County, Texas.  
 By Chas. Grossmann, Deputy.

No. 120709  
 Teodora C. Pintor et al

WARRANTY DEED

City of San Antonio

THE STATE OF TEXAS,  
 COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS: That We, Teodora C. Pintor femme sole, widow of Alphonso Pintor deceased, Sophie Rios and Alphonso Pintor, both children of said Alphonso Pintor deceased, all heirs of said Alphonso Pintor deceased said Sophie Rios being joined by her husband Santiago Rios of the County of Bexar State of Texas for and in consideration of the sum of Eighty five DOLLARS, to us in hand paid by the City of San Antonio, the receipt of which is hereby acknowledged have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said City of San Antonio of the County of Bexar State of Texas all that certain Tract or parcel of land being a portion of Lot #9 CB 2226 lying within the corporate limits of the City of San Antonio Bexar County State of Texas described as follows viz: being all of The Northern portion of said lot #9 lying between the new established west line of the Alazan ditch and the North line of said lot #9, bounded on the West by lot No. 8 on the East by Lots 10 and 12 of said CB 2226. References made to map of Alazan Creek improvement on file in the City Engineers office case "C", No. 4, D1. TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of San Antonio its heirs and assigns forever, and we

WARRANTY DEED

327375

22016014

VOL 4531 PAGE 556

THE STATE OF TEXAS,  
COUNTY OF BEXAR.

Know all men by these presents:

THAT WE, HERBERT CONTRERAS and wife, MARY CONTRERAS,

of the County of Bexar and the State of Texas, for and in consideration of the sum of TWENTY-FOUR THOUSAND

AND NO 100 (\$24,000.00) cash to us in hand paid by  
SAN ANTONIO RIVER AUTHORITY  
the receipt of which is hereby acknowledged,

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do grant, sell and convey unto  
the said SAN ANTONIO RIVER AUTHORITY  
of the County of BEXAR and State of Texas, the following described and situated real

estate, to-wit: Being an irregular parcel of land, containing 5,769 square feet, more or  
less, situated entirely within the corporate limits of the City of San Antonio, Bexar  
County, Texas, out of Lots 5 and 6, N.C.B. 2302, said parcel being specifically des-  
cribed as follows: BEGINNING at the southwest corner of Lot 6, N.C.B. 2302, which  
corner lies in the north boundary of West Commerce Street; THENCE, easterly, along  
the north boundary of West Commerce Street, which forms the south boundary of Lots  
5 and 6, a distance of 60.7 feet to a point in the south boundary of Lot 5, N.C.B.  
2302; THENCE, northerly, parallel to the West boundary of said Lot 5, a distance of  
28.5 feet to a point; THENCE, northwesterly, in a straight line, to a point in the  
north boundary of said Lot 6, said point lying 25.3 feet east of the northwest corner  
of said lot; THENCE, westerly, along the north boundary of said Lot 6, a distance  
of 25.3 feet to the northwest corner of said Lot 6; THENCE, southerly, along the  
west boundary of said Lot 6, a distance of 125.0 feet to the POINT OF BEGINNING.

The consideration specified herein includes full accord, satisfaction and com-  
pensation for all demands and damages to the remaining property of the Seller, if  
any, by reason of the severance of said described land therefrom.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and  
appurtenances thereto in anywise belonging, unto the said SAN ANTONIO RIVER AUTHORITY, its successors

our  
heirs and assigns forever, and we do hereby bind our selves, / heirs, executors and administrators,  
TO WARRANT AND FOREVER DEFEND all and singular the premises unto the said  
SAN ANTONIO RIVER AUTHORITY, its successors  
heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

EXECUTED this 11th day of November, A. D. 1960

*Herbert Contreras*  
HERBERT CONTRERAS  
*Mary Contreras*  
MARY CONTRERAS

APPROVED AS TO FORM  
*David H. Brune*  
DAVID H. BRUNE  
General Attorney  
San Antonio River Authority  
Nov 22, 1960



THE STATE OF TEXAS,  
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared HERBERT CONTRERAS  
known to me to be the person whose name  
subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and  
consideration therein expressed.

GIVEN under my hand and seal of office, this 1st day of November, A. D., 1960

*Ben J. Zato*  
Notary Public in and for Bexar County, Texas.

THE STATE OF TEXAS,  
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared MARY CONTRERAS wife of HERBERT CONTRERAS, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said MARY CONTRERAS acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this 1st day of December, A. D., 1960

*Ben J. Jasto*  
Notary Public in and for Bexar County, Texas.

Filed for record Dec 1, 1960, at 3:48 o'clock P. M.

Recorded Dec 17, 1960, at 1:00 o'clock P. M.

FRED HUNTRESS, County Clerk, Bexar County, Texas.

By Andres Acosta Jr Deputy.

327387

The State of Texas, }  
County of Bexar. } Know All Men By These Presents:

That we, Walter G. Stellges and wife, Myrtle Stellges,

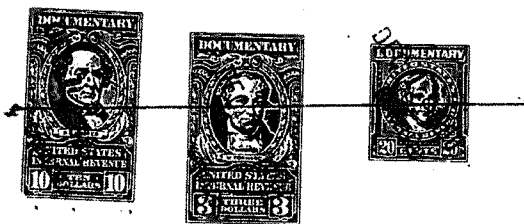
of the County of Bexar and the State of Texas, for and in consideration of the sum of Ten And No/100 Dollars (\$ 10.00 )

and other valuable consideration to us cash in hand paid by the Grantee s hereinafter named.

the receipt of which is hereby fully acknowledged and confessed; and the further consideration of the assumption and agreement to pay by grantees herein of the balance of principal and accrued interest justly owing and unpaid on note originally for \$20,000.00 dated October 24th, 1952, executed by K. P. Huber payable to Connecticut General Life Insurance Company, secured by a deed of trust of even date therewith recorded in Volume 3248 page 457, Bexar County Deed of Trust Records;

And the further consideration of the execution and delivery by grantees herein of note of even date herewith for \$8,725.22 payable to grantors herein, said note providing for the usual accelerated maturity clause and 10% attorney's fees; and being secured, in addition to the vendor's lien hereinafter retained, by a deed of trust of even date herewith;

It is understood and agreed, however, that the liens securing payment of note for \$8,725.22 shall be and remain secondary and subordinate to the liens securing payment of note for \$20,000.00 first above described;



have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto William A. Rinehimer and wife, Gloria A. Rinehimer,

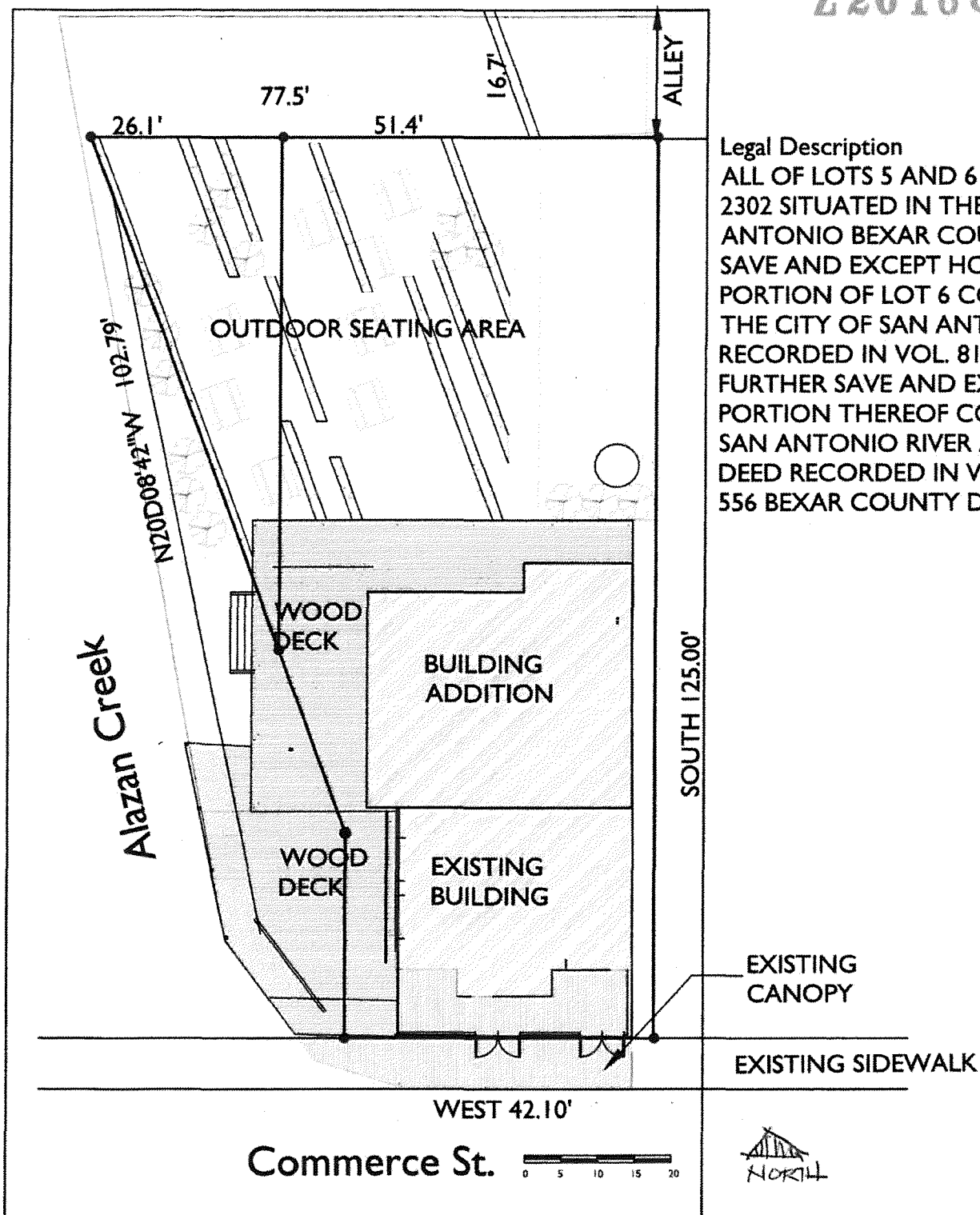
of the County of Bexar, State of Texas, the following described real estate, together with all improvements thereon, situated in the County of Bexar, State of Texas, being more particularly described as

follows, to-wit: - Lot 2, Block 11, HOLLYWOOD PARK UNIT TWO, in Bexar County, Texas, according to plat recorded in Volume 3025 page 175, Bexar County Plat Records.

This conveyance is made, however, subject to any and all conditions and restrictions of record affecting the title to the above described property.



Z2016014



Legal Description  
ALL OF LOTS 5 AND 6 BLOCK 4 N.C.B  
2302 SITUATED IN THE CITY OF SAN  
ANTONIO BEXAR COUNTY TEXAS.  
SAVE AND EXCEPT HOWEVER THAT  
PORTION OF LOT 6 CONVEYED TO  
THE CITY OF SAN ANTONIO BY DEED  
RECORDED IN VOL. 817 PAGE 508 ; AND  
FURTHER SAVE AND EXCEPT THAT  
PORTION THEREOF CONVEYED TO  
SAN ANTONIO RIVER AUTHORITY BY  
DEED RECORDED IN VOL. 4531 PAGE  
556 BEXAR COUNTY DEED RECORDS.

I, 1617 W. COMMERCE LLC, 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 Unified 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.

Attachment B