

AN ORDINANCE 2015-08-06-0680

**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 on approximately 1.89 Acres of land out of Lot P-7, NCB 14851 from "R-6 MLOD AHOD" Residential Single-Family Military Lighting Overlay Airport Hazard Overlay District to "I-1 MLOD AHOD" General Industrial Military Lighting Overlay 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 August 16, 2015.


**PASSED AND APPROVED** this 6<sup>th</sup> day of August 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-28 ( in consent vote: Z-4, P-2, Z-8, Z-9, Z-12, Z-14, Z-15, Z-16, Z-17, Z-18, P-3, Z-19, Z-20, Z-21, Z-22, Z-23, Z-24, P-4, Z-26, P-5, Z-27, P-6, Z-28, Z-30, Z-31 )</b>						
<b>Date:</b>	08/06/2015						
<b>Time:</b>	02:09:30 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	ZONING CASE # Z2015203 (Council District 8): An Ordinance amending the Zoning District Boundary from "R-6 MLOD AHOD" Residential Single-Family Military Lighting Overlay Airport Hazard Overlay District to "I-1 MLOD AHOD" General Industrial Military Lighting Overlay Airport Hazard Overlay District on approximately 1.893 acres of land out of Lot P-7, NCB 14851, generally located in the 5000 Block of Bacon at Lou Mell. Staff and Zoning Commission recommend Approval, pending Plan Amendment. (Associated Plan Amendment 15052)						
<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				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				

22015203

**SPECIAL WARRANTY DEED  
WITH VENDOR'S LIEN**

STATE OF TEXAS       §  
                              § KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR   §

That D. B. HARRELL AND PACIFIC/MONTANA, LTD. ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution by Grantee of that one certain Real Estate Lien Note of even date herewith in the original principal sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED DOLLARS (\$201,500.00) payable to the order of D. B. Harrell, as therein provided, containing the usual clauses providing for acceleration of maturity and 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 John W. Harris, Trustee, have GRANTED, SOLD, AND CONVEYED, and by these presents do GRANT, SELL, AND CONVEY unto LUINO, LTD., a Texas limited partnership ("Grantee") whose mailing address is 1219 McCullough Ave., San Antonio, Bexar County, Texas 78212, all of the following described real property in Bexar County, Texas, to-wit:

Metes and Bounds description of a 1.894 acre tract situated in the Elizabeth Jecker Survey No. 391½, Abstract 389, New City Block 14851, Bexar County, Texas, recorded in Volume 9151, Page 110, Real Property Records, Bexar County, Texas.

Beginning at a ½" iron pin set at the intersection of the north Right of Way line of Bacon Road, Right of Way varies, with the west Right of Way line of Lou Mell for the southeast corner and Point of Beginning of this tract.

Thence: N 89°44'09" W, 886.80 along the north Right of way line of Bacon Road to a ½" iron pin set at the southeast intersection of Bacon Road and Loop 1604 for the southwest corner of this tract;

Thence: N 02°19'43" E, 32.90 feet to a TxDot monument found for an angle point of Loop 1604 and the northwest corner of this tract;

Thence: N 82°34'17" E, 896.73 feet along the south Right of Way line of Loop 1604 to a ½" iron pin found at the intersection of the north Right of Way line of Loop 1604 with the west Right of Way line of Lou Mell for the northeast corner of this tract;

Loop 1604

Attachment A

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Thence: S 00°02'17" W, 152.90 feet along the west Right of Way line of Lou Mell  
to the Point of Beginning.

This conveyance is made and accepted subject to the following matters, to the extent same  
are in effect at this time:

1. Water easement recorded in Volume 7115, Page 1127, Real Property Records of Bexar County, Texas;
2. All zoning laws, regulations and ordinances of governmental authorities, if any, relating to the hereinabove described property; and
3. Taxes for the current year and all subsequent years, payment of which Grantee assumes.

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 Grantee, Grantee's successors and assigns forever; and Grantors do hereby bind Grantors, Grantors' heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's 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.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

Grantor hereby conveys the Property in its present "AS IS" condition as of the date hereof and any improvements, fixtures, and equipment, if any, "AS IS" and with all faults, and Grantor expressly disclaims, and Grantee acknowledges and accepts that Grantor has disclaimed any and all representations, warranties, or guarantees, of any kind, past, present, or future, oral or written, express or implied, or arising by operation of law (except as to title as herein provided), of or concerning the Property, including, without limitation, the following:

- (i) the nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology,
- (ii) the income to be derived from the Property,

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- (iii) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority,
- (iv) the suitability of the Property for any and all activities and uses which Grantee may plan, propose, or elect to conduct thereon or therefrom,
- (v) the manner, construction, condition, and state of repair or lack of repair of any improvements located thereon or the surface or subsurface thereof, whether or not obvious, visible, or apparent, and there is expressly negated any warranty as to condition, habitability, fitness for any specific or particular purpose, merchantability, or otherwise, and
- (vi) any representation regarding the environmental condition of the Property and the presence of hazardous materials or hazardous materials contamination, including, without limitation, any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency Regulations, or the disposal or existence, in or on the Property of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

Grantee further acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on Grantee's own investigation of the Property and not on any information provided, or to be provided, by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, is not making any representation or verification of such information and makes no representations as to the accuracy or completeness of such information.

Executed this 17th day of October, 2005, to be effective as of October 17th, 2005.

  
D. B. Harrell

PACIFIC/MONTANA, LTD.  
By: Pacific/Montana GP, L.L.C.



By   
W. W. Bankerd, Manager