### AN ORDINANCE 2016-04-07-0256

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 0.758 acres of land out of NCB 590 from "C-3 H HE AHOD" General Commercial District Dignowity Hill Historic Exceptional Airport Hazard Overlay District, "C-3 H AHOD" General Commercial Dignowity Hill Historic Airport Hazard Overlay District, and "RM-4 H AHOD" Residential Mixed Dignowity Hill Historic Airport Hazard Overlay District to "IDZ H HE AHOD" Infill Development Zone Dignowity Hill Historic Exceptional Airport Hazard Overlay District with uses permitted for Multi-Family not to exceed 36 units per acre and IDZ H AHOD" Infill Development Zone Dignowity Hill Historic Airport Hazard Overlay District with uses permitted for Multi-Family not to exceed 36 units per acre.

**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.** 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.

**SECTION 6.** This ordinance shall become effective April 17, 2016.

**PASSED AND APPROVED** this 7<sup>th</sup> day of April, 2016.

Ivy R. Taylor

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	Z-9 (in consent vote: 21, Z-1, Z-2, Z-3, Z-6, P-1, Z-7, Z-8, Z-9, Z-10, Z-11, Z-14, P-2, Z-16, P-3, Z-18, Z-19, Z-20)						
Date:	04/07/2016						
Time:	02:08:48 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z2016089 (Council District 2): An Ordinance amending the Zoning District Boundary from "C-3 H HE AHOD" General Commercial Dignowity Hill Historic Exceptional Airport Hazard Overlay District, "C-3 H AHOD" General Commercial Dignowity Hill Historic Airport Hazard Overlay District, and "RM-4 H AHOD" Residential Mixed Dignowity Hill Historic Airport Hazard Overlay District to "IDZ H AHOD" Infill Development Zone Dignowity Hill Historic Airport Hazard Overlay District with uses permitted for Multi-Family not to exceed 36 units per acre and "IDZ H HE AHOD" Infill Development Zone Dignowity Hill Historic Exceptional Airport Hazard Overlay District with uses permitted for Multi-Family not to exceed 36 units per acre on 0.758 acres of land out of NCB 590 located at 402 and 406 Center Street, 126 Cherry Street, and 126, 130, 134 and 139 North Swiss Street. 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				х
Alan Warrick	District 2		x			х	
Rebecca Viagran	District 3		х				
Rey Saldaña	District 4		х				
Shirley Gonzales	District 5	х					·
Ray Lopez	District 6	х		ļ			
Cris Medina	District 7		х				
Ron Nirenberg	District 8		Х				
Joe Krier	District 9		х				
Michael Gallagher	District 10		х				

### Z2016 089

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.

#### WARRANTY DEED

DATE:

October 19., 2015

GRANTOR: Mario B. Cooremans and wife, Dorelia L. Cooremans

GRANTOR'S MAILING ADDRESS: 1423 E. Commerce St., San Antonio, TX 78205

GRANTEES: K/T TX Holdings, L.L.C., a Texas limited liability company

GRANTEE'S MAILING ADDRESS: 3425 Highway 6 South, Suite 110, Sugar Land, TX 77478

CONSIDERATION: TEN DOLLARS (\$10.00) and other valuable consideration.

### PROPERTY (including improvements):

The South 43.45 feet of Lots 18 & 19, ARB A-30, Block 3, New City Block 590, City of San Antonio, Bexar County, Texas.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to conditions, restrictions, easements, etc., if any, affecting the subject property and appearing of record in the Records of Bexar County, Texas.

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 anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, 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 warranty.

The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that the Contract provides for any such limitations or other agreed matters to survive the closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

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

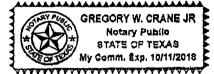
8. Cooremans

THE STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 16th day of October, 2015, by Mario B.

Cooremans.



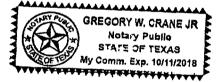
OTARY PUBLIC

THE STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 16th day of October, 2015, by Dorelia L.

Cooremans.



AFTER RECORDING RETURN TO:

K/T TX Holdings, L.L.C. 3425 Highway 6 South, Suite 110 Sugar Land, TX 77478

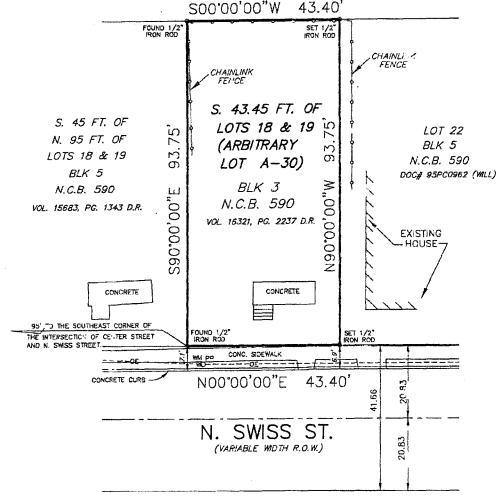
= DEED RECORDS D.R. = OFFICIAL PUBLIC RECORDS O.P.R.

۷QL, PG. = VOLUME, PAGE OPP = POWER POLE = OVERHEAD ELECTRIC

-0E--= WATER METER WAY 23

S. 65.63 FT. OF LOTS 20 & 21 AND ALL OF LOT C BLK 5, N.C.B. 590 VOL. 4453, PG. 718 D.R.

S00'00'00"W



TITLE COMMITMENT: ORDER NO. 4312022489

10d.) HISTORIC DESIGNATION: VERIFIED CERTIFICATION RECORDED IN VOLUME 16817, PAGE 1967, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS. (NOT PLOTABLE)

Z2016089



SCALE: 1" = 20"

#### SURVEY OF:

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(3)

4

BEGIN A PORTION OF LOTS 18 & 19, HEGIN A PORTION OF LOTS 18 & 19, (ARBITRARY LOT A-30), BLOCK 3, N.C.B. 590, AS RECORDED IN VOLUME 16321, PAGE 2237, DEED RECORDS, BEXAR COUNTY, TEXAS.

PREPARED BY:



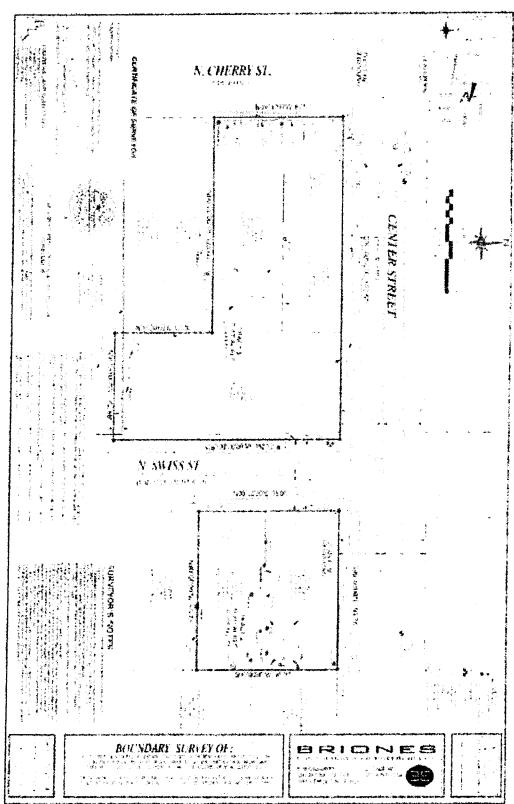


STATE of TEXAS COUNTY of BEXAR

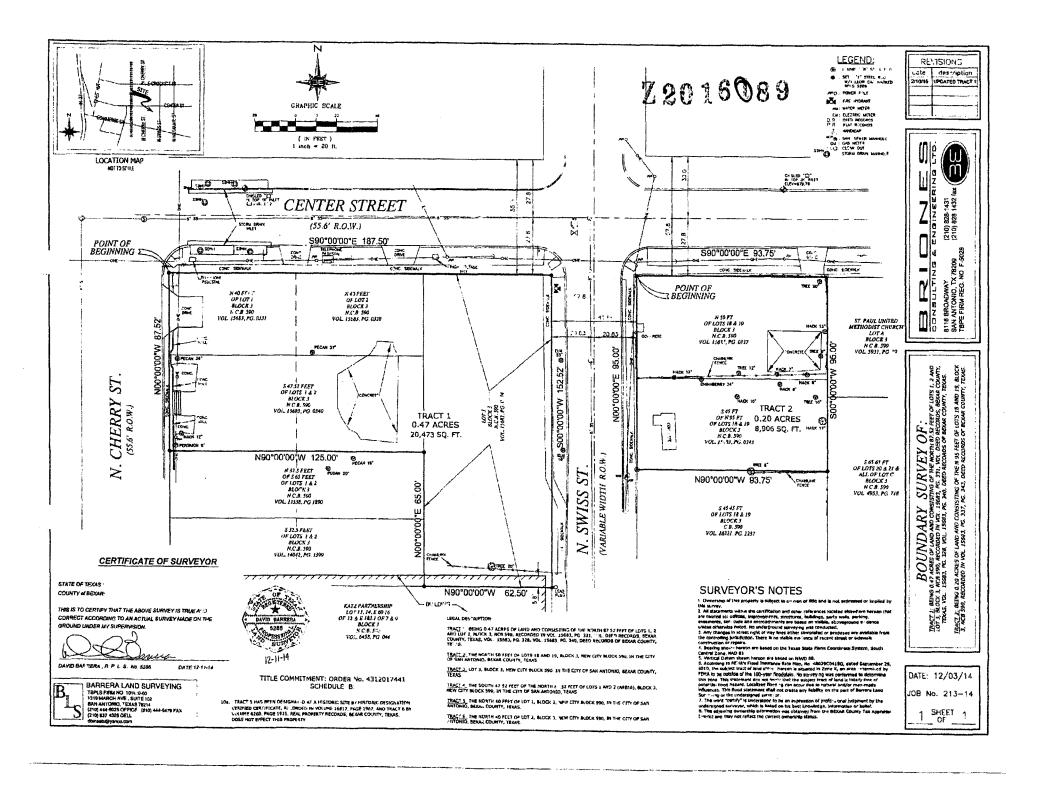
This is to certify that the above plat is true and correct according to an actual survey made on the ground under my supervision.

Dated: October 08, 2015

Registered professional Land Surveyor No. 2625



898108Z



# Z2016 089

#### DEED WITHOUT WARRANTY

Date: March 19, 2015

Grantor:

TERRAMARK CONTRACTORS, L.L.C., a Texas limited liability company

Grantor's Mailing Address:

TERRAMARK CONTRACTORS, L.L.C. 3425 HIGHWAY 6, SUITE 110 SUGAR LAND, TX 77478

Grantee:

K/T TX HOLDINGS, L.L.C., a Texas limited liability company

Grantee's Mailing Address:

K/T TX HOLDINGS, L.L.C. 3425 HIGHWAY 6, SUITE 110 SUGAR LAND, TX 77478

#### Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

### Property (including any improvements):

### Tract 1:

Being a 0.47 acres of land and consisting of the north 87.52 feet of lots 1 and 2 and a portion of lot 3, Block 3 N.C.B. 590 recorded in volume 15683, page 331, volume 15683, page 328, volume 15683 page 340, deed records of Bexar County, Texas, and particularly described as follows;

POINT OF BEGINNING; being the northwest corner of Lot 1, Block 3, N.C.B. 590, and also being the intersection of the south right-of-way of Center street and the east right-ofway of N. Cherry street;

THENCE: along the south right-of-way of Center street S 90°00'00" E, a total distance of 187.50 feet to a point for a corner;

THENCE: along the west right-of-way of N. Swiss street S 00°00'00" W, a total distance of 152.52 feet to a point for a corner;

THENCE: N 90°00'00" W, a total distance of 62.50 feet to a point for a corner;

THENCE: N 00°00'00" E, a total distance of 65.00 feet to a point for a corner;

THENCE: N 90°00'00" W, a total distance of 125.00 feet to a point for a corner;

THENCE: along the last right-of-way of N. Cherry street N 00°00'00 W", a total distance of 87.52 feet to the POINT OF BEGINNING and containing 0.47 acres.

### Tract 2:

Being a 0.20 acres of land and consisting of the N 95 feet of lots 18 and 19, Block 3 N.C.B. 590 recorded in volume 15683, page 337, page 343, deed records of Bexar County, Texas, and particularly described as follows;

POINT OF BEGINNING; being the northwest corner of Lot 18, Block 3, N.C.B. 590, and being the intersection of the south right-of-way of Center street and the east right-of-way of N. Swiss street;

THENCE: along the south right-of-way of Center street S 00°00'00" E, a total distance of 93.75 feet to a point for a corner;

THENCE: S 00°00'00" W, a total distance of 95.00 feet to a point for a corner;

THENCE: N 90°00'00" W, a total distance of 93.75 feet to a point for a corner;

THENCE: along the east right-of-way of N. Swiss street N 00°00'00 E", a total distance of 95.00 feet to the POINT OF BEGINNING and containing 0.20 acres.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, 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, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, CONDITION OR CHARACTER. ALL WARRANTIES THAT MIGHT ARISE BY COMMON LAW AS WELL AS THE WARRANTIES IN SECTION 5.023 OF THE TEXAS PROPERTY CODE (OR ITS SUCCESSOR) ARE EXCLUDED.

This conveyance is intended to include any property interests obtained by after-acquired title.

GRANTEE IS TAKING THE PROPERTY IN AN "AS IS, WHERE IS" CONDITION AND THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR CHARACTER.

GRANTEE 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.

RELEASE APPLIES F	EVEN WI	L PROBLEMS AFFECTING THE PROPERTY. THIS HEN THE ENVIRONMENTAL PROBLEMS ULT FROM GRANTOR'S OWN NEGLIGENCE DR'S REPRESENTATIVE.
When the context requ	iires, singula	ar nouns and pronouns include the plural.
		TERRAMARK CONTRACTORS, L.L.C., a Texas limited liability company
		By:CHARLES H. TURNER, President & Chief Executive Officer
STATE OF TEXAS	)	
COUNTY OF BEXAR	)	
CHARLES H. TURNER, as	the President Advantage Ad	ed before me on Mer, 2015, by dent & Chief Executive Officer of TERRAMARK d liability company, on behalf of said limited liability  Notary Public State of Texas  My commission expires:

Doc# 20150050250 # Pages 4 03/25/2015 10:15AM e-Filed & e-Recorded in the Official Public Records of BEXAR COUNTY GERARD C. RICKHOFF COUNTY CLERK Fees \$34.00

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.
03/25/2015 10:15AM
COUNTY CLERK, BEXAR COUNTY TEXAS

Seny Russoff

### 22016089

BRIDNES CONSULTING & ENGINEERING LTD

February 13, 2015

Field Notes
0.47 acres out of
Lots 1, 2, and 3, Block 3, NCB 590
San Antonio, Bexar County, Texas

Being a 0.47 acres of land and consisting of the north 87.52 feet of lots 1 and 2 and a portion of lot 3, Block 3 N.C.B. 590 recorded in volume 15683, page 331, volume 15683, page 328, volume 15683 page 340, deed records of Bexar County, Texas, and particularly described as follows:

POINT OF BEGINNING; being the northwest corner of Lot 1, Block 3, N.C.B. 590, and also being the intersection of the south right-of-way of Center street and the east right-of-way of N. Cherry street;

THENCE: along the south right-of-way of Center street S 90°00'00" E, a total distance of 197.50 feet to a point for a corner:

THENCE: along the west right-of-way of N. Swiss street S 00°00'00" W, a total distance of 152.52 feet to a point for a corne;

THENCE: N 90°00'00" W, a total distance of 62.50 feet to a point for a corner;

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THENCE: N 90°00'00" W, a total distance of 125,00 feet to a point for a corner;

THENCE: along the last right-of-way of N. Cherry street N 00°00'00 W", a total distance of 87.52 feet to the POINT OF BEGINNING and containing 0.47 acres.



George Ozuna, Jr., R.R.L.S. Registered Professional Land Surveyor

BRIBNES CONSULTIVE & ENGINEEPING LTD

January 27, 2015

Field Notes 0.20 acres out of Lots 18 and 19, Block 3, NCB 590 San Antonio, Bexar County, Texas

Being a 0.20 acres of land and consisting of the N 95 feet of lots 18 and 19, Block 3 N.C.B. 590 recorded in volume 15683, page 337, page 343, deed records of Bexar County, Texas, and particularly described as follows.

POINT OF BEGINNING; being the northwest corner of Lot 18, Block 3, N.C.B. 590, and being the intersection of the south right-of-way of Center street and the east right-of-way of N. Swiss street;

THENCE: along the south right-of-way of Center street S 00°00'00" E, a total distance of 93.75 feet to a point for a corner;

THENCE: S 00°00'00" W, a total distance of 95.00 feet to a point for a corner;

THENCE: N 90°00'00" W, a total distance of 93.75 feet to a point for a corner;

THENCE: along the east right-of-way of N. Swiss street N 00°00'00 E", a total distance of 95.00 feet to the POINT OF BEGINNING and containing 0.20 acres.

George Golma, Jr. R.P.L.S.

Registered Professional Land Surveyor

Doc# 20150050249
# Pages 8
03/25/2015 10:15AM
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.
03/25/2015 10:15AM
COUNTY CLERK, BEXAR COUNTY TEXAS



## CHICAGO TITLE GFT 4312017441

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All 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.

State of Texas County of Bexar

### **Deed Without Warranty**

Authorizing Ordinance: 2014-06-12-0427

Statutory Authority: Local Government Code § 272.001(a)

Grantor: City of San Antonio

Grantor's Mailing City Of San Antonio, P.O. Box 839966, San Antonio,

Address: Texas 78283-3966 (Attn: City Clerk)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205

(Bexar County)

Grantee: Terramark Contractors, LLC

Grantee has filed d'b/a Terramark Urban Homes.

Grantee's Mailing

Address:

3425 Hwy 6, Suite 110 Sugar Land, TX 77478

Consideration: \$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are

hereby acknowledged.

Property:

All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows:

- 1. 130 North Swiss: Lot S 45 Ft of N 95 Ft of 18 and 19 ARB A-29, Block 3, New City Block 590
- 2. 134 North Swiss: Lot N 50 Ft of 18 and 19. Block 3, New City Block 590,
- 3. 139 North Swiss: Lot 3, Block 3, New City Block 590
- 4. 126 North Cherry: Lot S 47.52 Ft of N 87.52 Ft

of 1 and 2 ARB A16, Block 3, New City Block 590,

- 5. 402 North Center: Lot N 40 Ft of 1, Block 3, New City Block 590
- 6. 406 North Center: Lot N 40 Ft of 2, Block 3, New City Block 590

and more particularly described by metes and bounds and shown by survey on Exhibit "A" attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

- A. Reservations: All reservations affecting the Property.
- B. Easements: All recorded and unrecorded easements, whether or not open and obvious.
- C. Restrictions: All covenants and restrictions affecting the Property.
- D. Exceptions: All instruments affecting the Property, whether or not recorded.
- E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

As Between Grantor And Grantee, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before Closing, Will Be The Sole Responsibility Of Grantee, Regardless Of Whether The Environmental Problems Were Known Or Unknown At Closing.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:
Grantor:
City of San Antonio, a Texas municipal corporation  By:  Printed Name: LOY i HOUS ON
Title: Director
Date: 3/11/2015
Approved As To Form:  By:
The State of Texas }
County of Bexar }
Before me, the undersigned authority, this instrument was this day acknowledged by 100 House, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.  Date: 3/11/15
VANESSA DICIOLIA Notary Public, State of Texas My Commission Expires July 16, 2017  My Commission Expires:  My Commission Expires:
After Recording, Return To:

Terramark Urban Homes 3425 Hwy 6, Suite 110 Sugar Land, TX 77478

## Z2016 089

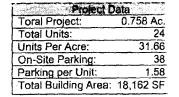
### Exhibit A

- 1. 130 North Swiss: Lot S 45 Ft of N 95 Ft of 18 and 19 ARB A-29, Block 3, New City Block 590
- 2. 134 North Swiss: Lot N 50 Ft of 18 and 19, Block 3, New City Block 590
- 3. 139 North Swiss: Lot 3, Block 3, New City Block 590
- 4. 126 North Cherry: Lot S 47.52 Ft of N 87.52 Ft of 1 and 2 ARB A16, Block 3, New City Block 590
- 5. 402 North Center: Lot N 40 Ft of 1, Block 3, New City Block 590
- 6. 406 North Center: Lot N 40 Ft of 2, Block 3, New City Block 590

# 72016089

### City Center Lot

Preliminary Site Plan December 20, 2015



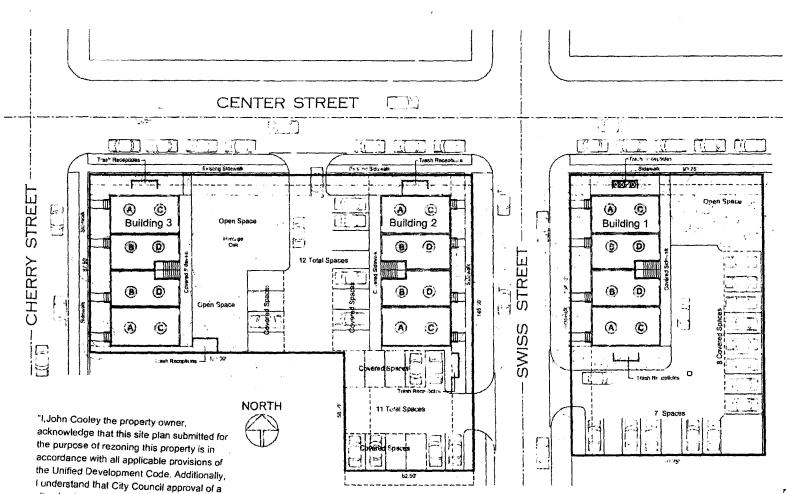
Building	1 - 1 - 1 - 1
Site:	0.298 Ac.
Total Units:	8
Units Per Acre:	26.8
On-Site Parking:	15
Parking per Unit:	1.9

Buildings 2 & 3				
	0.400 4			
Site:	0.460 Ac.			
Total Units:	16			
Units Per Acre:	35.9			
On-Site Parking:	23			
Parking per Unit:	1.4			
w				

No.	Unit M	ix	0.000
Unit A	965 SF	6	5,790 SF
Unit B	840 SF	6	5,040 SF
Unit C	652 SF	6	3,912 SF
Unit D	570 SF	6	3,420 SF
Totals		24	18,162 SF



Terramark Urban Homes



submittal for building permits."

site plan in conjunction with a rezoning case does not relieve me from adherence to any/ all Cityadopted Codes at the time of plan