

## HISTORIC AND DESIGN REVIEW COMMISSION

October 05, 2016

Agenda Item No: 23

**HDRC CASE NO:** 2016-382  
**ADDRESS:** 430 E FRENCH PLACE  
**LEGAL DESCRIPTION:** NCB 6518 BLK LOT 30  
**ZONING:** R-6  
**CITY COUNCIL DIST.:** 1  
**APPLICANT:** Frederica Kushner/Tobin Hill Community Association  
**OWNER:** Joel Phillips/Local 3 Investments LLC  
**TYPE OF WORK:** A citizen request for the HDRC to make a recommendation regarding the significance of the property and its eligibility for designation as a historic landmark

### REQUEST:

A citizen request for the HDRC to make a recommendation regarding the significance of the property and its eligibility for designation as a historic landmark

### APPLICABLE CITATIONS:

*Sec. 35-606. - Designation Process for Historic Landmarks*

#### (b) Designation of Historic Landmarks

(1.) Initiation. Any person, the historic and design review commission, zoning commission, the historic preservation officer, or the city council may initiate a historic landmark designation by filing an application with the historic preservation officer. Requests for designation shall be made on a form obtained from the city historic preservation officer. Completed request forms shall be returned to the office of historic preservation for processing. Owner consent for historic landmark designation shall be required unless a city council resolution to proceed with the designation has been approved. Additionally, owners may submit with the application a written description and photographs or other visual material of any buildings or structures that they wish to be considered for designation as non-contributing to the historic landmark.

*Sec. 35-607. - Designation Criteria for Historic Districts and Landmarks*

**(a) Process for Considering Designation of Historic Districts and Landmarks.** Historic districts and landmarks shall be evaluated for designation using the criteria listed in subsection (b) and the criteria applied to evaluate properties for inclusion in the National Register. In order to be eligible for historic landmark designation, properties shall meet at least three (3) of the criteria listed. Historic districts shall consist of at least two (2) or more structures within a legally defined boundary that meet at least three (3) of the criteria. Additionally, all designated landmarks and districts shall demonstrate clear delineation of the legal boundaries of such designated resources.

#### (b) Criteria For Evaluation

- (5.) Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;
- (7.) Its unique location or singular physical characteristics that make it an established or familiar visual feature;
- (8.) Its historical, architectural, or cultural integrity of location, design, materials, and workmanship;
- (11.) It is distinctive in character, interest or value; strongly exemplifies the cultural, economic, social, ethnic or historical heritage of San Antonio, Texas or the United States;
- (13.) It bears an important and significant relationship to other distinctive structures, sites, or areas, either as an important collection of properties or architectural style or craftsmanship with few intrusions, or by contributing to the overall character of the area according to the plan based on architectural, historic or cultural motif;
- (15.) It represents a resource, whether natural or man-made, which greatly contributes to the character or image of a defined neighborhood or community area;

### FINDINGS:

- a. A request for review of historic significance for 430 E French Place was submitted to OHP by the Tobin Hill Community Association.
- b. Consistent with the RID 2014-003, OHP processed the request and scheduled on the HDRC agenda. If the HDRC does not take action to nominate the property for historic designation, the process will end.
- c. The HDRC may concur that the property is eligible for landmark designation without the consent of the property owner. According to the UDC Section 35-607(a) & (b)(1), initiation of landmark designation cannot begin without owner consent, unless a City Council resolution to proceed with the designation has been approved. If 430 E French Place is found to be eligible for historic landmark designation and the property owner does not consent, the HDRC shall direct the Historic Preservation Officer to request a City Council resolution to proceed with the designation.
- d. Consistent with the UDC sec. 35-607(b)(5) Criteria for Evaluation, the property is a one-story, side-gabled Craftsman bungalow, with a small centered front-gabled porch. All gables, including the porch, are clipped, which is a unique feature. The gabled porch roof supported by two columns with pediments, exposed rafter tails, and triangular knee braces are characteristic of the Craftsman style.
- e. Consistent with the UDC sec. 35-607(b)(7) Criteria for Evaluation, the property features clipped gables, consistent with other homes along this block located between N St. Mary's and I-281. There are 34 residential structures along this block. Thirteen of the 34 feature clipped front gables, and the remaining others feature front gables. Along the block, homes have linear front walkways and driveways placed to the east. These homes share other important details that produce "tout ensemble" of this micro-neighborhood, distinguishing this block from the other commercial corridor as well from the homes on the blocks to the north and south.
- f. Consistent with the UDC sec. 35-607(b)(8) Criteria for Evaluation, the property exhibits the original floor plan and retains a high level of integrity. The home features several craftsman bungalow elements such as wood lap siding, detailed wood window screens, triple windows, side lights on the front door, clipped front gable, clipped side gable, covered front porch, exposed rafter tails, and composition shingle roof.
- g. Consistent with the UDC sec. 35-607(b)(11) Criteria for Evaluation, the property is distinctive in character and exemplifies the social and economic heritage of San Antonio because of its relationship with developer H.C. Thorman. Thorman constructed hundreds of homes across San Antonio, often working with local manufacturing supplier and contracting firm Hillyer-Deutsch-Jarrett and pulling from a distinct plan book. The New Encyclopedia of Texas proclaimed Thorman was the "leading home builder of this city," best known for the San Antonio Country Club Addition and Olmos Park Estates. Additionally, property owners represent the economic heritage of San Antonio for their contributions toward the development of the manufacturing industry in San Antonio. For example, during the 1930s the home was owned by the Alpert family. Max Alpert was president and his wife Belle was secretary/treasurer at the Bell Manufacturing Company, which was originally located at 535 Broad (now E Mistletoe) in 1918, and later moved downtown. Later residents worked for Wolff & Marx, the Missouri-Kansas-Texas Railroad, and the US Army.
- h. Consistent with the UDC sec. 35-607(b)(13) Criteria for Evaluation, the structure is one of several similar small structures that make up the planned development. The house was built circa 1922, as part of the development platted in February 1922 by H.C. Thoman. Remarkably, here are no vacant lots or intrusions.
- i. Consistent with the UDC sec. 35-607(b)(15) Criteria for Evaluation, the property contributes to the character of a well-defined neighborhood as part of a previously-identified potential historic district. In 2004, OHP staff surveyed E French Place on the east side of N St. Mary's and noted its eligibility as a local historic district. Notably, the consistent architectural statement of the homes, their shared history of development through Thorman's plat and construction, and the high overall integrity of the area provide cohesion and support a potential district.

## **RECOMMENDATION:**

Staff concurs that the property is eligible for designation based on findings d through i. If the HDRC chooses to approve the request, the HDRC will become the applicant for the designation application before City Council. OHP shall process the application on behalf of the HDRC.

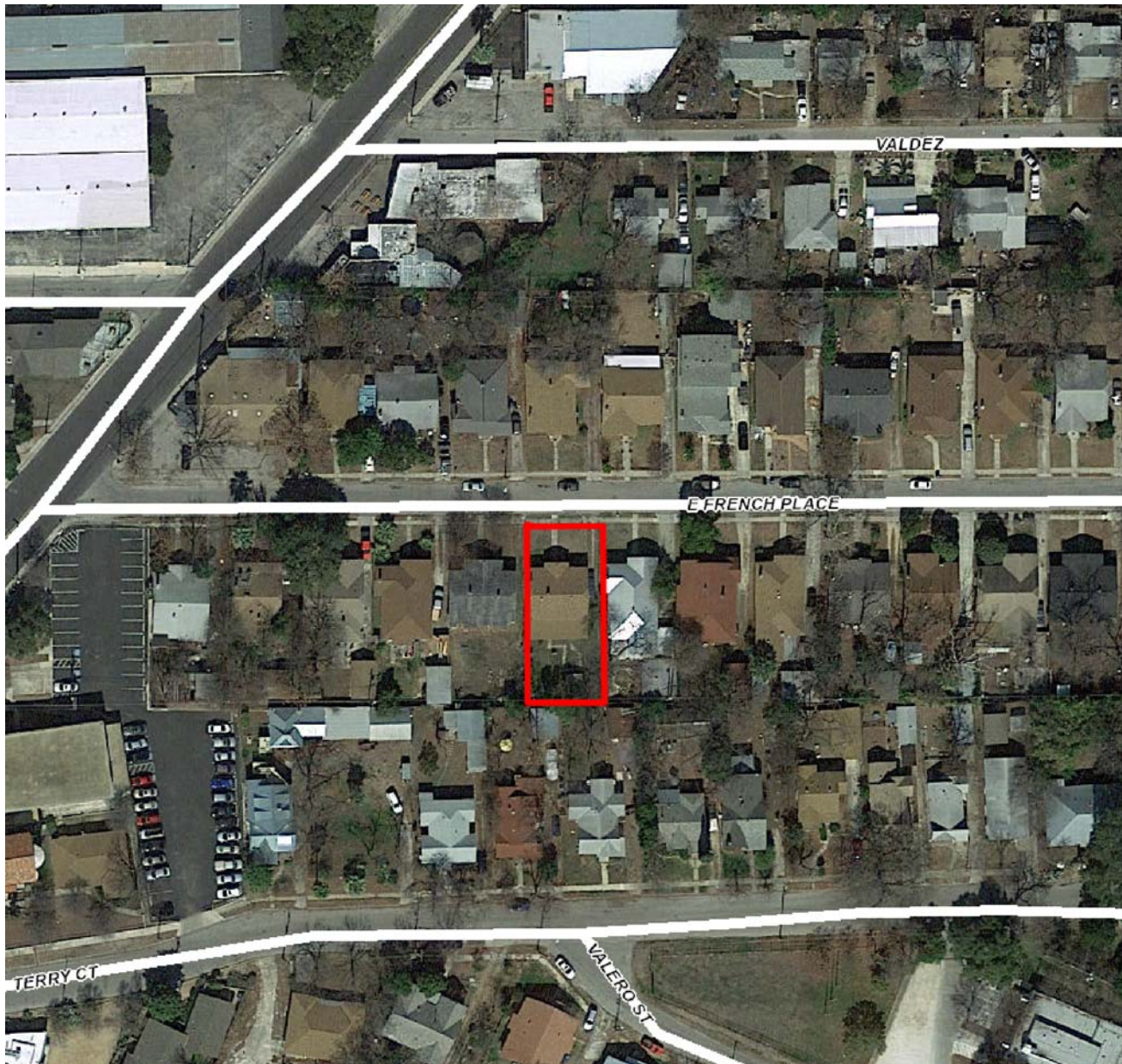
## **CASE MANAGER:**

Lauren Sage

**CASE COMMENTS:**

The property owner submitted a demolition application for 430 E French Place on August 16, 2016.

A request for a change in zoning from “R-6 AHOD” Residential Single-Family Airport Hazard Overlay District to “IDZ AHOD” Infill Development Zone Airport Hazard Overlay District with two (2) dwelling units.



## Flex Viewer

Powered by ArcGIS Server

Printed: Sep 27, 2016

The City of San Antonio does not guarantee the accuracy, adequacy, completeness or usefulness of any information. The City does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS data. The GIS data, cartographic products, and associated applications are not legal representations of the depicted data. Information shown on these maps is derived from public records that are constantly undergoing revision. Under no circumstances should GIS-derived products be used for final design purposes. The City provides this information on an "as is" basis without warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibility for anyone's use of the information.



CITY OF SAN ANTONIO  
NOTICE OF HEARING  
HISTORIC & DESIGN  
REVIEW COMMISSION  
ADDRESS: 430 [redacted]  
REQUEST: [redacted]  
HEARING DATE: [redacted]  
TIME: 3:00 P.M.  
FOR MORE INFORMATION CONTACT:  
(210) 207-2736  
ALL HEARING MEETINGS TAKE PLACE AT THE CITY OF SAN ANTONIO

REZONING  
CASE # 2201645  
CONTACT OSCAR  
(210) 207-2736  
www.sanantonio.gov/CDL/Board/History  
CITY OF SAN ANTONIO  
DEVELOPMENT SERVICES DEPARTMENT



430

430



























## 430 E. French Pl. Statement of Historic Significance

The property at 430 E. French Pl. is part of a development platted in February 1922 by H.C. Thorman (see French Pl. - Plat -- 1922). In March 1922 Thorman took out 11 building permits, with 430 E. French included as a five-room cottage. In April 1922 H.C. Thorman signed a Deed of Trust with Charles A. & Gussie Dietrich (see French - 1922 Deed). The 1924-25 Appler's City Directory lists C.A. & Gussie Dietrich as householders at 430 E. French. And the May 1924 Sanborn Fire Insurance map shows a house at 430 E. French (see French Pl. – Map - 1924). So it can be assumed that the house was built between mid-1922 and early 1924, but probably in 1922, since the building permit was obtained in the early part of that year.

The original owners had taken out a Deed of Trust and were to make payments totaling \$4,500; but were unable to make the agreed payments, so, in October 1925 the trustee sold the house at auction and it was bought for \$500 by H.C. Thorman. In November 1925 Thorman sold the property to Mamie T. Marx; and there have been a succession of owners to the present day. According to Bexar County Appraisal District records, it is presently owned by Local 3 Investments LLC, 811 Garraty Hill, San Antonio, Texas 78209, who bought it in August 2016 (see French – 8-16 Deed)(see BCAD – 430 E. French).

### Historic criteria:

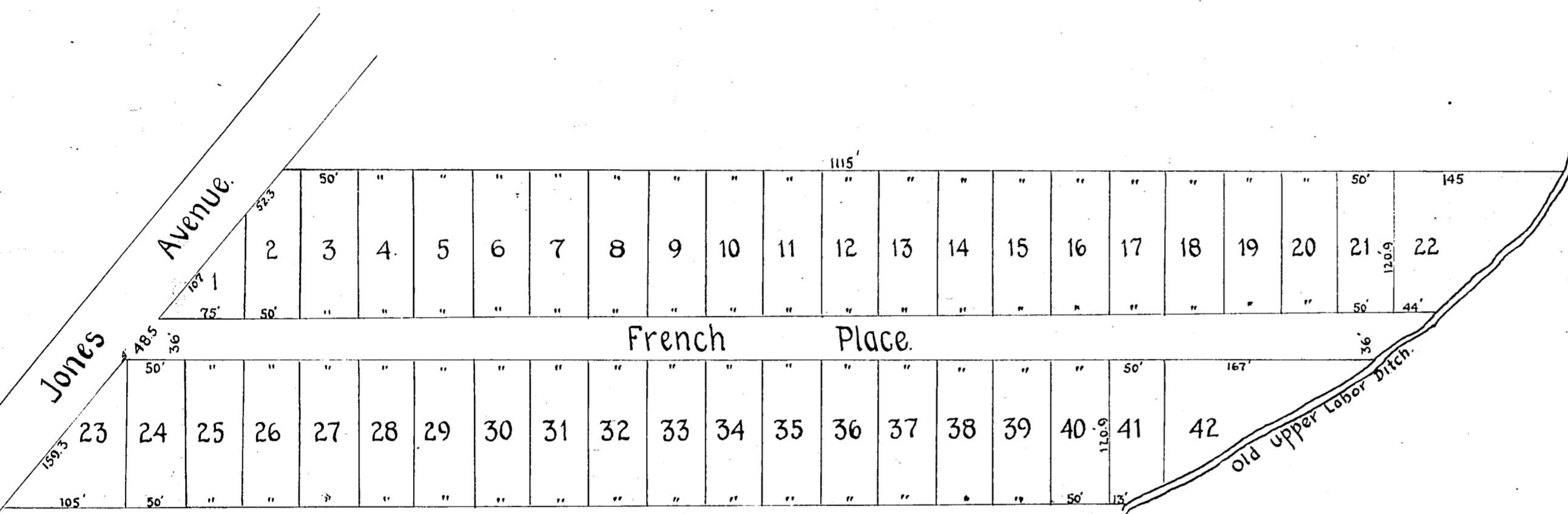
The house is a one-story, side-gabled Craftsman bungalow, with a small centered front-gabled porch. All gables, including the porch, are clipped, which is unusual. Eaves are wide, and show exposed rafter tails; and there are triangular knee braces under each roof clip and at the corners where the roof meets the wall. Front windows are grouped in threes. The gabled porch roof is supported from the concrete porch floor to the pediment by two classical columns. The wide front door is centered, with side lights. Side windows are in groups of two. Two brick chimneys are visible from the outside. Inside, there is a brick fireplace, with built-in shelves on either side, topped by small windows.(5.) This house seems to exhibit its original floor plan.(8.)

The house is similar to several others with clipped gables on this one-block street located between N. St. Mary's and I-281.(7.) There are several small house types which are repeated along the street. There are no vacant lots, indicating that nothing has been demolished; and the houses appear to have been built about the same time.(8.)(13.) Several of the houses have been restored, expanded, and are well-maintained. The entire street is the intact plan of the developer, H.C. Thorman, who built houses all over San Antonio over a period of at least 30 years. And the house at 430 E. French is an integral part of that plan and of the small, quiet neighborhood.(11.)(15.)

### Criteria for historic designation:

- 5. ...distinguishing characteristic of an architectural style
- 7. ...established or familiar visual feature
- 8. integrity of location, design, material, and workmanship
- 11. ...exemplifies cultural, economic, social...heritage of San Antonio
- 13. ...relationship to other structures as a collection ... with few intrusions
- 15. ...greatly contributes to the character of a defined neighborhood

Subdivision of 6% Acres  
out of Lot No 8 Range No.  
1. Dist 3.  
San Antonio Texas.  
Scale 1in = 100 Ft.



I, J.A. Greene, Surveyor. Hereby certify that the above plat represents a subdivision of 6% acres of land in Lot 8 R1. Dist 3. as surveyed on the ground January 11<sup>th</sup> & 12<sup>th</sup> 1922 and is correct.

J.A. Greene, Surveyor.

Filed for record February 28, 1922 at 4:45 PM.  
Recorded and indexed March 10, 1922 at 10 A.M.  
Jack R. Burke  
County Clerk Bexar County, Texas.  
By: L.E. Vanlandingham, Deputy.

I, J.A. Greene, civil engineer do hereby certify this to be a true and correct copy of my original plat representing into Lots and block the six and sixth tenth (66) acres of lot No. Eight (8) Range One (1) District Three (3) lying East of Jones Avenue, and extending east to the upper labor ditch., same being of the old city grant of The City of San Antonio, Texas.

Witness my hand at San Antonio, Texas this 28<sup>th</sup> day of February A.D. 1922.

J.A. Greene,  
Civil Engineer.

Sworn to and subscribed by J.A. Greene before me the undersigned authority on this the 28<sup>th</sup> day of February A.D. 1922.

A.M. Kelly.

Notary Public Bexar County, Texas.



State of Texas)  
County of Bexar)

Know all men by these presents: That I, H.C. Thorman own the property subdivided in the hereto attached plat, same being all that certain tract or parcel of land lying and being within the corporate limits of the city of San Antonio, Bexar County, Texas, and being all that portion of Lot. Number Eight (8) Range One (1) District Three (3) lying East of Jones Avenue, and extending east to the Upper Labor Ditch and described by metes and bounds as follows:

Beginning at a stake at fence corner, where the north line of lot. Number Eight (8) intersects the east line of Jones Avenue, Thence along the old fence on the north line of Lot. Number Eight (8), eleven hundred fifteen feet (1115) to the center of said Upper Labor Ditch, stake for northeast corner of this lot.

Thence down said Ditch with its meanders to the southeast corner of Lot. Number Eight (8), stake for corner.

Thence west nine hundred sixty feet (960) along the south line of said Lot. Number eight (8) to its intersection with the east line of Jones Avenue.

Thence, along the east line of Jones Avenue, Northeastwardly three hundred sixty eight and five one hundredth feet (368.05) to the place of beginning, containing six and six tenth (66) acres of land, and do hereby file the said plat as the official map of said property.

Witness my hand this 28<sup>th</sup> day of February A.D. 1922.

H.C. Thorman.

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 H.C. Thorman, 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.

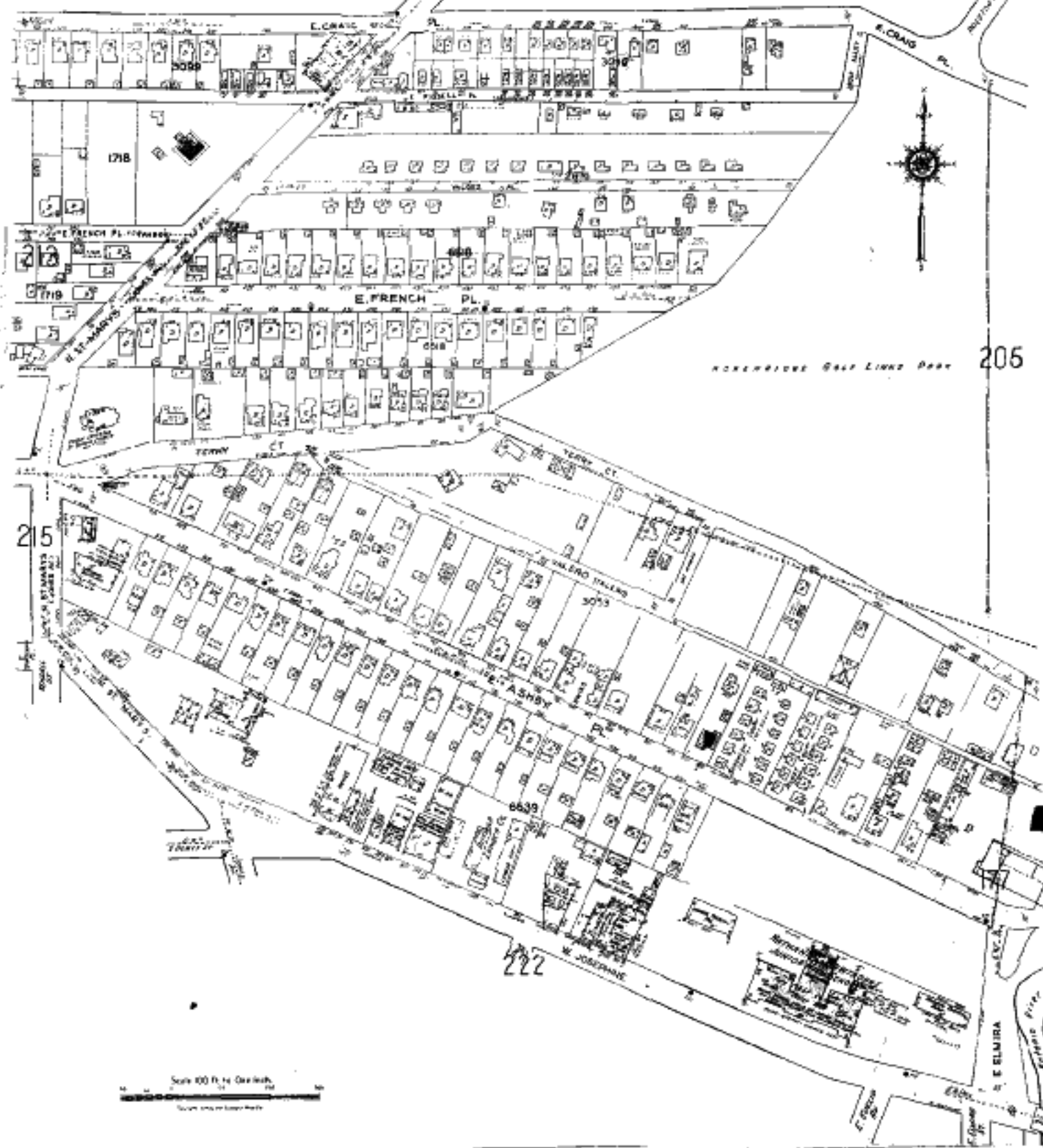


Witness my hand and seal of office this 28<sup>th</sup> day of Feb. A.D. 1922.

A.M. Kelley  
Notary Public in and  
for Bexar County, Texas.

SCALE 100 FT. TO AN INCH

204



the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this 21st day of August, A.D.1925.

SEAL.

F. W. Church, Notary Public,  
Bexar County, Texas.

Filed for record Aug. 27, 1925 at 2:59 o'clock P.M.  
Recorded Sept. 4, 1925 at 12 o'clock M.  
Jack R. Burke, Co. Clk. Bex. Co. Tex.  
By Chas. Grossmann, Deputy.

.....

No. 133275

Chas. A. Dietrich, et al.

Deed of Trust

Dick O. Terrell, Trustee..  
H.C. Thorman, c.q.t.

The State of Texas:  
County of Bexar:

Know all men by these presents: That we, Chas. A. Dietrich and wife, Gussie Dietrich, of Bexar County, Texas, for and in consideration of the trust hereinafter created, the indebtedness hereinafter mentioned, and other valuable considerations, the receipt of which is hereby acknowledged, have this granted, sold and conveyed, and by these presents, do grant, sell and convey unto Dick O. Terrell, as trustee, as hereinafter set forth, the following described real estate, to-wit: Lot No. Thirty (30), New City Block Sixty-five Hundred Eighteen (6518), on the South side of East French Place, city of San Antonio, Bexar County, Texas, as the same appears on map or plat of subdivision made for H. C. Thorman, duly recorded in the Plat Records of Bexar County, Texas, Vol. 642, page 27, being the same property this day conveyed to us by General Warranty Deed with vendor's lien from H.C. Thorman, to be duly filed for record in the Deed Records of Bexar County, Texas, to which reference is here made. To have and to hold the hereinbefore described premises, together with all and singular, the rights, privileges, hereditaments and appurtenances thereto belonging, or in anywise incident or appertaining, together with all improvements now on said land and all that may be placed thereon during the existence of this lien, and all of the income, rents and revenues arising therefrom and for the use thereof after the maturity of the indebtedness hereby secured, whether matured by lapse of time or by default, unto the said Trustee, and his successor, grantor or assigns, in fee simple forever. And we do hereby bind ourselves, our heirs, and legal representatives to warrant and forever defend, all and singular, the hereinbefore described premises and property unto the said trustee, or his successor, grantee or assigns, against the claim or claims of any and all persons whomsoever lawfully claiming or to claim the same or any part thereof. This conveyance is, however, made in trust and is executed for the better securing of H.C. Thorman in the payment of two promissory notes aggregating the sum of \$4,750.00, dated April 18, 1922, executed by us, payable to the order of the said H.C. Thorman, in United States Gold Coin of the present standard of weight and fineness, bearing interest at the rate of eight per cent per annum, said note being numbered One and Two respectively; said Note No. One for the sum of \$2,500.00, due five years after date, interest payable semi-annually; said Note No. Two for the sum of \$2,250.00, payable in monthly installments of \$50.00 or more each, from each of which installments the accrued interest on the entire unpaid principal of Note No. Two shall first be deducted and the remainder applied to the payment of the principal, the first installment being due May 18, 1922, and the others regularly, one on the 18th day of each succeeding month thereafter, any amount remaining unpaid at the expiration of five years, shall be then due and payable, all principal and interest payable at the offices of Terrell, Davis, Huff & McMillan, in San Antonio, Bexar County, Texas, said notes further providing that all past due interest thereon shall bear interest at ten per cent (10%) per annum from the date it accrues until paid and the principal thereof shall

also bear interest at ten per cent per annum after maturity, whether matured by lapse of time or by default, further providing that in the event any default is made in the payment of any installment of interest thereon or any part thereof when due, such default shall at the option of the holder at once mature the whole of said notes, and in the event any default is made and said notes are placed in the hands of an attorney for collection or is collected through judicial, probate or bankruptcy proceeding by an attorney, then an additional amount of ten per cent (10%) on the principal and interest then owing thereon shall be added to the same as attorney's fees, said notes being also secured by vendor's lien retained in the deed hereinbefore referred to, to which reference is here made, and for the purpose of giving the beneficiary herein the right and power to foreclose said lien under the power of said herein given without the decree of a court if he so desires; and it is agreed that the lien of this deed of trust is cumulative thereto, and that the taking of this deed of trust shall not be considered as a waiver or relinquishment in any way of the lien for which it is taken as cumulative security, but said lien shall not in any manner be affected thereby, but shall remain in full force and effect, a valid and subsisting lien upon the property hereby conveyed until said notes and all interest thereon shall have <sup>been</sup> fully paid, and the premises and property herein conveyed shall then be released at our expense, and until such release is executed and delivered said original lien for which this is given as cumulative security and the lien of this deed of trust shall remain in full force and effect. In the event of our failure to make prompt payment of the indebtedness hereby secured, or any part thereof or any interest thereon, or any part thereof, when the same shall become due by lapse of time or be declared due by reason of any default, then and in that event it shall be lawful for the said trustee, or his successor in this trust, to proceed at the request in writing of the holder of said notes as hereinafter provided, for the collection of the whole of said indebtedness, and said trustee, or his successor in this trust, shall sell the hereinbefore described property, either in separate parts or parcels or together as to him may seem best, at public vendue, to the highest bidder for cash, at the court house door in the county in which said property is situated, after having first given notice of the time, place and terms of sale, and a brief description of the property to be sold, in the manner then required by the laws of the State of Texas, in case of sales of real estate, under execution, with power to adjourn such sale in his discretion, and after such adjournment to make said sale, without new notice, and the said trustee, or his successor in this trust, is hereby empowered to receive the proceeds of sale, and apply the same in the following manner, to-wit:

First: To the payment of all expenses of said sale, including five per cent (5%) commission to said trustee. Second: To the payment of all advances for preservation of the property, for taxes, levies, assessments, insurance or like charges, together with interest thereon at the rate of ten per cent (10%) per annum from the date of advancement, and also any attorney's fees, required to be paid in the event of litigation in any manner concerning this trust or concerning the indebtedness hereby secured, and the attorney's fees, provided for in said note. Third: To the payment of the indebtedness hereby secured, or any balance thereof remaining unpaid, together with all interest thereon, according to the tenor and effect thereof. Fourth: To pay the balance, if any, to the person or persons, in law entitled thereto. The said trustee, or his successor in this trust, is further empowered and authorized to make to the purchasers at such sale, good and sufficient deeds, conveying the premises so sold in fee simple with full covenants of warranty, conveying all the title which we may have in said premises

at the date of said sale, or had at the execution hereof. The holder of said note shall have equal rights to purchase at such sale, being the highest bidder. It is further expressly agreed and understood that in case of the failure or refusal of the said trustee from any cause to act as such trustee, or in case of his disqualification, then and in that event the then legal holder of said note may appoint, without any other formality than a designation in writing, a substitute trustee, who shall have all the powers and perform all the duties which the said trustee is hereby authorized or required to perform, and such right to appoint a successor or substitute trustee shall exist as often as and whenever from any cause any trustee, original or substitute, for any reason cannot, will not or does not act; and on the appointment of a substitute trustee by the beneficiary or beneficiaries herein, it shall be conclusively presumed that the trustee appointed as provided herein failed or refused to act as such. The trustee named herein is the attorney for the beneficiary secured by this trust deed, and it is agreed that he or any trustee acting hereunder may be the attorney for the beneficiary named herein or other holder of the indebtedness hereby secured, and that he shall not for such reason in anyway be disqualified from acting as such trustee. And we do hereby waive and relinquish all damage or claim of damage against said trustee or his successor, the payee in said notes or other holder thereof and the purchaser of said property or any part thereof, on account of any sale by said trustee or his successor of any part of the property hereby conveyed, on account of any entry therein by such purchaser. It is further expressly understood and agreed that, in the event of any sale by any trustee acting hereunder, it shall be conclusively presumed that such trustee was properly requested to make said sale. And we do hereby fully and absolutely ratify and confirm any and all acts which the said trustee, or his substitute or successor herein, may do in the premises by virtue hereof; and it is further expressly agreed and provided that all recitals contained in any deed from the said Trustee, or his substitute or successor herein, to any purchaser or purchasers shall be conclusively presumed to be true in all courts of law and equity, and all prerequisites to such sale or sales shall be conclusively presumed to have been regularly performed. We further agree that the filing of any suit or suits to foreclose the lien herein provided for, or any judicial proceeding concerning this trust, shall not operate as a waiver of the right to foreclose the lien by trustee's sale, as herein provided, and that any sale by trustee under this deed of trust, which may, in the opinion of the then legal holder or holders of the aforesaid notes, be defective or irregular shall not operate as a waiver of the right to make subsequent trustee's sales under this deed of trust or operate as a waiver of the right to thereafter ignore the same and file suit for the collection of the indebtedness and the foreclosure of the lien securing the payment thereof and that the sale of any part or portion of the hereinbefore described property, either by foreclosing in court or by trustee's sale, shall not operate as a waiver of the right to sell the balance of the property or any portion thereof at trustee's sale. We further represent and warrant for the purpose of obtaining the loan of the money herein mentioned that the property herein described and conveyed is our property, and that same has not been conveyed by us to any one or for any purpose, that no deeds of conveyance to said property or other instruments are in existence or have been heretofore made affecting the title to said property which are not described in the abstract thereof which has been furnished by us to the attorneys for the payee in said notes, and that said property is free from all liens, claims, and incumbrances of any and every kind and character. Witness our hands at San Antonio, Texas, on this the 18th day of April, A.D. 1922.

Chas. A. Dietrich  
Gussie Dietrich.

The State of Texas:  
County of Bexar:

Before me, the undersigned authority, on this day personally appeared Chas. A. Dietrich and wife, Gussie Dietrich, 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 considerations therein expressed; and the said Gussie Dietrich, wife of the said Chas. A. Dietrich, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Gussie Dietrich, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed and that she did not wish to retract it. Given under my hand and seal of office, on this the 29th day of April, A.D. 1922:

SEAL.

Robt. O. Huff, Notary Public, in and for  
Bexar County, Texas.

ROH:WS 4-29-22

Filed for record Aug. 27, 1925 at 3:04 o'clock P.M.  
Recorded Sept. 4, 1925 at 2:30 o'clock P.M.  
Jack R. Burke, Co. Clk. Bex. Co. Tex.  
By Chas. Grossmann, Deputy.

...*Robt. O. Huff*...

No. 133282

C.P. Price, et al.

Deed of Trust

Frost Woodhull, Trustee.  
Thomas Denton, c.o.t.

State of Texas:  
County of Bexar:

Know, all men by these presents: That we, C.P. Price, and wife, Byron Price, of the County of Bexar, and State of Texas, herein styled party of the first part, in consideration of the sum of Ten Dollars, paid by the party of the second part, hereinafter named, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have granted, bargained, and sold and by these presents, do grant, bargain, sell, alien, convey and confirm, unto Frost Woodhull, as trustee, party of the second part, and also to the substitute trustee, as hereinafter provided, all of the following described real estate, situated in the City of San Antonio, Bexar County, Texas, to-wit: Lot numbered One (1), in Block numbered One (1), New City Block 2868, situated on the South side of Lakeview Avenue, between N. Zarzamora and Rosillo Streets, within the corporate limits of the city of San Antonio, Bexar County, Texas, To have and to hold the said premises unto the said party of the second part, and to his successors and assigns, forever; the undersigned hereby covenanting and agreeing to forever warrant and defend the premises aforesaid, and every part thereof, unto the said trustee hereinbefore named, and to the substitute trustee, and to the assigns of any trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same, for and upon the following trusts, terms and conditions, to-wit: That whereas the said party of the first part is justly indebted to Thomas Denton whose residence and postoffice address is San Antonio, Bexar County, Texas, party of the third part herein, as evidenced by one certain promissory note of even date herewith, executed by the said party of the first part, for the sum of Twenty-five Hundred (\$2500.00) Dollars, together with interest thereon from date until maturity, at the rate of 8% per annum, payable monthly, unpaid matured principal and interest to bear 10% interest per annum from maturity until paid; said note payable to the order of the said party of the third part, in the city of San Antonio, Bexar County, Texas, as follows: In monthly installments of \$60.00, or more each, from each of which installments, the accrued interest on the entire amount of unpaid principal shall be first deducted, and the remainder applied to the payment of the principal

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: August 4, 2016, to be effective August 5, 2016

GRANTOR: 430 E. FRENCH PL LAND TRUST

GRANTOR'S MAILING ADDRESS: 2810 Hillcrest Drive  
San Antonio, Texas 78201

GRANTEE: LOCAL 3 INVESTMENTS, LLC, a Texas limited liability company

GRANTEE'S MAILING ADDRESS: 811 Garraty Hill  
San Antonio, Texas 78209

CONSIDERATION: The sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

Property (including any improvements):

Lot 30, NEW CITY BLOCK 6518, in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 642, Page 47, Deed and Plat Records of Bexar County, Texas.

RESERVATIONS FROM CONVEYANCE: NONE

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Restrictive covenants of record in Volume 642, Page 47, Deed and Plat Records of Bexar County, Texas;
2. Easements and building setback lines as shown in Volume 642, Page 47, Deed and Plat Records of Bexar County, Texas; and
3. Easement granted in instrument recorded in Volume 670, Page 423, of the Deed Records of Bexar County, Texas.

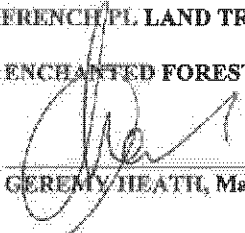
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all

and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

**430 E. FRENCH PL LAND TRUST**

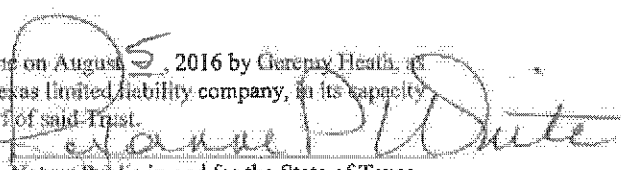
BY: **ENCHANTED FORESTS, LLC**, a Texas limited liability company, Trustee

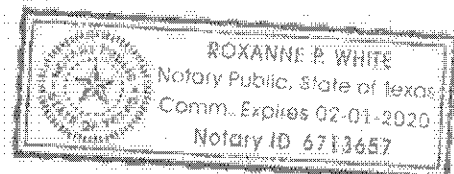
BY:   
**GEREMY HEATH**, Managing Member

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on August 5, 2016 by Geremy Heath, Managing Member of Enchanted Forests, LLC, a Texas limited liability company, in its capacity as Trustee of 430 E. French Pl Land Trust, on behalf of said Trust.

  
Notary Public in and for the State of Texas



**EXHIBIT "A"**

**Lot 30, NEW CITY BLOCK 6518, in the City of San Antonio, Bexar County, Texas,  
according to the map or plat thereof recorded in Volume 642, Page(s) 47, Deed and Plat  
Records of Bexar County, Texas.**

Doc# 20160154757  
# Pages 4  
08/09/2016 1:48PM  
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.  
08/09/2016 1:48PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*

LETTER IN SUPPORT OF REQUEST FOR REVIEW OF HISTORIC  
SIGNIFICANCE REGARDING 430 EAST FRENCH PLACE

September 8, 2016

We the undersigned residents of the 400 Block of East French Place strongly support the Request for Review of Historic Significance for the residential structure located at 430 East French Place. This structure is worthy of review inasmuch as its original exterior architectural details remain intact and virtually unaltered. The structure contributes to the unified historical character of this predominantly 1920's craftsman style bungalow homes. None of the original 1920's homes in this block have been demolished and we believe it is one of the few remaining streets, if not the only street, along the North Saint Mary's corridor for which this is the case. Among other concerns, demolition of the house would disrupt the unified character and scale of the homes in our historic neighborhood. The 400 Block of East French Place is a neighborhood of life long residents that have occupied their homes for generations, families with children and newer residents who wish to maintain the integrity of this modest, but charming neighborhood for future generations to enjoy. Such an endeavor is dependent on preserving the original structure at 430 East French Place, the loss of which would be irreplaceable.

Sincerely,

Sam Aguirre  
466 East French Place

EDDIE + JENITEE LAMIREZ  
478 E. FRENCH PLACE

THERESA CANALES  
474 E. FRENCH PLACE

FRANCES PEÑA  
471 E. FRENCH PLACE

~~JOSE~~ GLORIA R. RODRIGUEZ  
459 E. FRENCH PLACE

SUSANNE + SAM AGUIRRE  
450/458 E. FRENCH PLACE

THERESA + IVES OLIVERA  
454 E. FRENCH PLACE

ROBERT CARRANZA  
451 E. FRENCH PLACE

BETTY + KARL FRANKLIN  
446 E. FRENCH PLACE

JOSE BIFFLE + DILENA GARCINI  
434 E. FRENCH PLACE

JORON LAMBOES  
422 E. FRENCH

JOSE + AICE BARBERA  
439 E. FRENCH

CHRISTOPHER + KATHRYN SEGURA  
418 E. FRENCH

BRAVO AUGOTTI  
427 E. FRENCH

BEATRIS ESQUIVEL  
423 E. FRENCH