

AN ORDINANCE 2019-01-17-0095

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 2.136 acres out of NCB 8695 from "R-5 AHOD" Residential Single-Family Airport Hazard Overlay District to "MF-33 AHOD" Multi-Family Airport Hazard Overlay District.

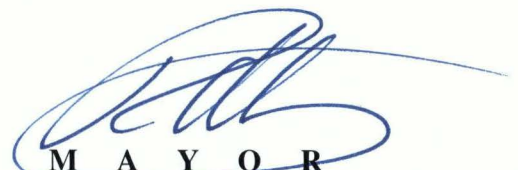
SECTION 2. A description of the property recorded in Warranty Deed Document No. 20040195778, of the Official Public Record of Real Property of Bexar County, is attached as **Exhibit "A"** and made a part hereof and incorporated herein for all purposes.

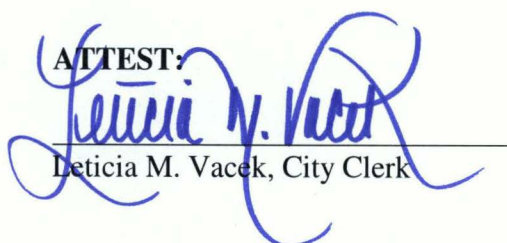
SECTION 3. All other provisions of Chapter 35 except those expressly amended by this ordinance shall remain in full force and effect including the penalties for violations as made and provided for in Section 35-491.

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.

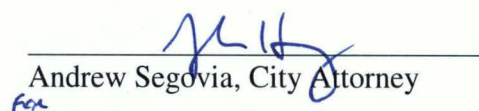
SECTION 5. This ordinance shall become effective January 27, 2019.

PASSED AND APPROVED this 17th day of January 2019.


M A Y O R
Ron Nirenberg

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	Z-51 (in consent vote: Z-2, Z-3, Z-4, Z-5, P-1, Z-6, Z-7, Z-8, Z-9, Z-12, P-3, Z-14, P-4, Z-15, Z-16, Z-18, Z-19, P-5, Z-20, P-6, Z-21, Z-27, P-9, Z-28, Z-29, Z-30, Z-32, Z-33, Z-34, Z-35, Z-37, Z-38, Z-39, P-10, Z-40, Z-41, Z-44, Z-45, Z-46, Z-47, P-11, Z-49, Z-50, Z-51)						
Date:	01/17/2019						
Time:	02:22:27 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z-2018-900021 (Council District 10): Ordinance amending the Zoning District Boundary from "R-5 AHOD" Residential Single-Family Airport Hazard Overlay District to "MF-33 AHOD" Multi-Family Airport Hazard Overlay District on 2.136 acres out of NCB 8695, located at 323 Rainbow Drive. Staff and Zoning Commission recommend Approval.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Art A. Hall	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

EXHIBIT “A”

**FILED BY
ALAMO TITLE**

Z-2018-900021

0410009128/24

NOTICE OF CONFIDENTIALLY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: August 20, 2004



LT1-77-20040195778-1

Grantor: RICHARD E. DIXSON, A Single Man

Grantor's Mailing Address: 301 Terrell Road, San Antonio, Bexar County, Texas 78209

Grantee: ROBERT J. OSBORNE and JOAN Q. OSBORNE, Husband and Wife

Grantee's Mailing Address: 12110 Peach Crossing, Helotes, Bexar County, Texas 78023

Consideration: Ten and No/100 Dollars (\$10.00) and note of even date executed by Grantee and payable to the order of FROST NATIONAL BANK in the principal amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00). The note is secured by a vendor's lien retained in favor of FROST NATIONAL BANK in this deed and by a first-lien deed of trust of even date from Grantee to JIMMY R. LOCKE, Trustee.

Property (including improvements):

A 2.136 acre tract, being the same property described by deed recorded in Volume 6144, Page 819, Bexar County Real Property Records, out of the G. Rodriguez Survey No. 131, being all of Lots 14 and 14B and part of Tracts 13 and 15, Block A, New City Block 8695, in the City of San Antonio, Bexar County, Texas, said parcel being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive covenants appearing of record in Volume 2193, Page 475; Volume 2579, Page 185; and Volume 2295, Page 507, Bexar County Deed Records. Any referenced to race, creed, color or national origin is omitted.
2. Standby fees, taxes and assessments by any taxing authority for the year 2004, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
3. Easements as provided by instrument recorded in Volume 2579, Page 187, Bexar County Deed Records.



LT2-10934-1677-7

Exhibit "A"

4. Property is conveyed "As-Is". Except as otherwise provided, Grantee acknowledges and agrees that Grantor has not made, does not make, and specifically negates and disclaims any guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to:

a. The value, nature, quality or condition of the property including, without limitation, the water, soil and geology;

b. The suitability of the property for any and all activities and uses which purchase may conduct thereon;

c. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property;

d. Any other matter with respect to the property, and specifically, that Seller has not made does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements, including without limitation, the presence of any lead paint, asbestos, petroleum and petroleum by-productions, urea formaldehyde for insulation, polychlorinated biphenyls, radon, and any and all substances now or hereafter designated as "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "solid waste," "toxic pollutant," "pollutant" as defined by any "environmental laws" (as hereinafter defined), and any substance now or hereafter regulated by any "environmental laws" (said substances are collectively herein defined as "environmental contaminants"). "Environmental laws" shall include, without limitation, FIRPTA, the Clean Air Act, 42 U.S.C. §7401 ET. SEQ.; the Clean Water Act, 33 U.S.C. §1251 ET. SEQ., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 ET. SEQ.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 ET. SEQ.; the Noise Control Act, 42 U.S.C. §4901 ET. SEQ.; the Occupational Safety and Health Act, 29 U.S.C. §651 ET. SEQ.; the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. §6901 ET. SEQ. as amended by the Hazardous and Solid Waste Amendment of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f ET. SEQ. ; Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 ET. SEQ., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right-to-Know Act; the Toxic Substance Control Act ("TSCA"), 15. U.S.C. §2601 ET. SEQ.; and regulations implemented by 42 U.S.C. §4852(d); and any regulations promulgated thereunder; the Texas Water Code; the Texas Health and Safety Code; the Texas Natural Resource Code; any amendment to the foregoing laws, statutes, and regulations; and any other similar law, statute, regulation or ordinance now or hereafter enacted. The provisions herein shall survive the closing.

5. All others appearing of record, if any.

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

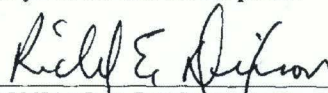
and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming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

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

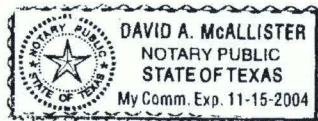
FROST NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of FROST NATIONAL BANK and are transferred to that party without recourse to Grantor.

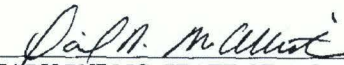
When the context requires, singular nouns and pronouns include the plural.


RICHARD E. DIXSON, Grantor

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on August 20, 2004, by RICHARD E. DIXSON.




NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:
Mr. and Mrs. Robert J. Osborne
12110 Peach Crossing
Helotes, TX 78023

PREPARED IN THE LAW OFFICES OF:
CRAIG H. SPENCE
6515 Broadway
San Antonio, Texas 78209-4564
Telephone (210) 826-7177
Telecopier (210) 824-6110

EXHIBIT "A"

A 2.136 acre tract, being the same property described by deed recorded in Volume 6144, Page 819, Bexar County Real Property Records, out of the G. Rodriguez Survey No. 131, being all of Lots 14 and 14B and part of Tracts 13 and 15, Block A, New City Block 8695, in the City of San Antonio, Bexar County, Texas, said parcel being more particularly described in Exhibit "B", attached hereto and made a part hereof.

NOTE: The company does not represent that any acreage or square footage calculations in the above description or in any exhibit attached hereto are correct.

EXHIBIT B

Being a 2.136 acre tract, more or less, out of the G. Rodriguez Survey No. 131 and being located within the corporate limits of the city of San Antonio, Bexar County, Texas, said 2.136 acre tract being all of Lots 14 and 14B and part of Tracts 13 and 15, Block A, NCB 8695, said 2.136 acre tract also being described by deed in Volume 2237, Page 361, Volume 2579, Page 185, and Volume 2097, Page 59, Deed Records, Bexar County, Texas, said 2.136 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the northwest right-of-way line of Rainbow Drive at the northeast corner of Tract 13, the southeast corner of Tract 15, also a southeast corner of a 0.174 acre tract recorded in Volume 5295, Page 938, Real Property Records, Bexar County, Texas;

THENCE with the northwest right-of-way line of Rainbow Drive, the southeast line of Tract 13, S. 16 deg. 40' 00" W., 23.21 feet to a 1/2" iron rod found at the northeast corner of Basford Subdivision recorded in Volume 3535, Page 200, Plat Records, Bexar County, Texas;

THENCE departing the northwest right-of-way line of Rainbow Drive, severing Tract 13, and with the north line of Basford Subdivision, N. 89 deg. 51' 04" W., 200.00 feet to a 1/2" iron rod set at the northwest corner of Basford Subdivision;

THENCE with the northwest line of Basford Subdivision, S. 16 deg. 42' 22" W., 90.76 feet to a 1/2" iron rod found at the southwest corner of Lot 13A, the northwest corner of Lot 13B;

THENCE continuing with said northwest line of Basford Subdivision, S. 15 deg. 55' 19" W., 85.06 feet to a 5/8" iron rod found at the southwest corner of Basford Subdivision and being in the south line of Tract 13, the north line of Tract 12, also a north line of a 0.647 acre tract recorded in Volume 4933, Pages 60-63, Real Property Records, Bexar County, Texas;

THENCE with the south line of Tract 13, the north line of Tract 12, and the north of said 0.647 acre tract, N. 89 deg 43' 20" W., 126.54 feet to a 1/2" iron rod set at the southwest corner of Tract 13, the northwest corner of Tract 12, the northwest corner of said 0.647 acre tract, the northeast corner of Lot 14B, and the southeast corner of Lot 14;

THENCE with the west line of Tract 12, the west line of said 0.647 acre tract, and the east line of Lot 14B, S. 00 deg 11' 16" W., at 80.10 feet to a 1/2" iron rod found for the southwest corner of said 0.647 acre tract, the northwest corner of a 0.654 acre tract recorded in Volume 5132, Pages 407-409, Real Property Records, Bexar County, Texas, a total distance of 189.91 feet to a 1/2" iron found at the southwest corner of said 0.654 acre tract, the southwest corner of Tract 12, the southeast corner of Lot 14B, and being in the north line of Tract 11, also a north line of a 0.789 acre tract recorded in Volume 3945, Pages 241-243, Deed Records, Bexar County, Texas;

THENCE with the south line of Lot 14B, the north line of Tract 11, the north line of said 0.789 acre tract, S. 89 deg. 33' 36" W., 80.10 feet to a 1/2" iron rod set at the southwest corner Lot 14B, the northwest corner of Tract 11, the northwest corner of said 0.789 acre tract, and being in the east line of Lot 21, a resubdivision of Austin Highway Heights recorded in Volume 5870, Page 49, Plat Records, Bexar County, Texas;

THENCE with the west lines of Lot 14B, Lot 14, and Tract 15, the east line of Lot 21, N. 00 deg. 07' 14" W., 396.41 feet to a 1/2" iron rod found at the northeast corner of Lot 21, the southeast corner of Lot 22;

THENCE continuing with the west line of Tract 15, the east line of Lot 22, N. 00 deg. 03' 34" E., at 214.92 a 1/2" iron rod found for the northeast corner of Lot 22, a total distance of 218.07 feet to a 1/2" iron rod set in the south right-of-way line of Eisenhower Road, the northwest corner of Tract 15;

THENCE with the south right-of-way line of Eisenhower Road, the north line of Tract 15, N. 89 deg. 42' 30" E., 161.65 feet to a 1/2" square iron rod found;

THENCE severing Tract 15, S. 19 deg. 09' 47" W., 247.67 feet to a 1/2" iron rod set in the south line of Tract 15, the northeast corner of Lot 14, the northwest corner of Tract 13;

THENCE with the south line of Tract 15, the north line of Tract 13, S. 89 deg. 51' 04" E., at 258.54 feet to a 1/2" iron rod found for the southeast corner of Lot 28, a resubdivision of Austin Highway Heights recorded in Volume 7600, Page 5, Plat Records, Bexar County, Texas, the southwest corner of the aforementioned 0.174 acre tract, a total distance of 383.60 feet to the Point of Beginning and containing 2.136 acres of land, more or less.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on :

AUG 24 2004



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20040195778 Fees: \$26.00
08/24/2004 3:51PM # Pages 7
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK