

AN ORDINANCE 2019-01-17-0043

**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 0.428 acres out of NCB 1009 from "I-1 HS RIO-7E AHOD" General Industrial Historic Significant River Improvement Overlay-7E Airport Hazard Overlay District to "IDZ HS RIO-7E AHOD" Infill Development Zone Historic Significant River Improvement Overlay-7E Airport Hazard Overlay District with uses permitted in "C-2" Commercial District, Multi-Family at 42 dwelling units, Bar/Tavern, and a Hotel.

**SECTION 2.** A description of the property recorded in Special Warranty Deed Document No. 20180128270 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.

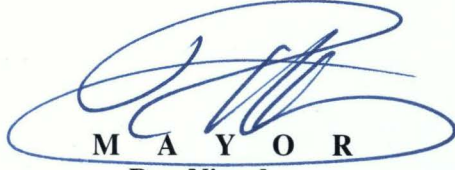
**SECTION 3.** The City council approves this Infill Development Zone so long as the attached site plan is adhered to. A site plan is attached as **Exhibit "B"** and made a part hereof and incorporated herein for all purposes.

**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.

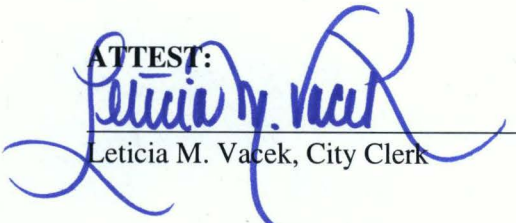
**SECTION 5.** The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

**SECTION 6.** This ordinance shall become effective January 27, 2019.

**PASSED AND APPROVED** this 17<sup>th</sup> 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

<b>Agenda Item:</b>	Z-2 ( 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 )						
<b>Date:</b>	01/17/2019						
<b>Time:</b>	02:22:27 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	ZONING CASE # Z2018325 (Council District 1): Ordinance amending the Zoning District Boundary from "I-1 HS RIO-7E AHOD" General Industrial Historic Significant River Improvement Overlay-7E Airport Hazard Overlay District to "IDZ HS RIO-7E AHOD" Infill Development Zone Historic Significant River Improvement Overlay-7E Airport Hazard Overlay District with uses permitted in "C-2" Commercial District, Multi-Family at 42 Dwelling Units, Bar/Tavern, and a Hotel on 0.428 acres out of NCB 1009, located at 1425 South Flores Street. Staff and Zoning Commission recommend Approval. (Continued from December 6, 2018)						
<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>
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”**



22018325

CTOT  
Special Warranty Deed with Vendor's Lien 18-356570-CU

**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.**

Date: June 29, 2018

Grantor: JMR Investments, LLC, a Texas limited liability company

Grantor's Mailing Address: 5511 Kerton Bluff, SATX 78240

Grantee: HB Properties I LLC, a limited liability company

Grantee's Mailing Address: 3300 Douglas Blvd, Ste 150  
Roseville, CA 95661

Consideration:

Cash and other good and valuable consideration along with a note of even date executed by Grantee and payable to the order of Lima One Capital, LLC in the principal amount of \$1,855,000.00 (One Million Eight Hundred Fifty Five Thousand and 00/100 Dollars). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lima One Capital, LLC and by a first-lien deed of trust of even date from Grantee to John S. Warren, Jr., trustee.

Property (including any improvements):

Being 0.428 acres of land, more or less, out of New City Block 1009, in the City of San Antonio, Bexar County, Texas, being called Lot 40-B, being that same tract of land conveyed by Special Warranty Independent Executor's Deed recorded in Volume 14790, Page 2028, Official Public Records, Bexar County, Texas and described by Warranty Deed recorded in Volume 13318, Page 1723, Official Public Records, Bexar County, Texas, said 0.428 acres being more particularly described by metes and bounds as follows:

COMMENCING at a "X" scribed on concrete for the upper southeast corner of Lot 43, Steel House Subdivision, same being at the intersection of the southwest Right-of-Way line of W. Peden Street and the northwest Right-of-Way line of S. Flores St. and the POINT OF COMMENCEMENT;

THENCE along northwest Right-of-Way line of said S. Flores St. South 16 degrees 24 minutes 25 seconds West (called South 16 degrees 18 minutes 18 seconds West), a distance of 132.47 feet to a point for the northeast corner of this 0.428 acres, same being the lower southeast corner of said Lot 43 and the POINT OF BEGINNING;

THENCE continuing along the northwest Right-of-Way line of said S. Flores St., South 16 degrees 24 minutes 25 seconds West, a distance of 171.11 feet to a point for the southeast corner

Exhibit "A"

2018325

of this 0.428 acres, same being at the intersection of the northwest Right-of-Way line of said S. Flores St. and the northeast Right-of-Way line of W. Cevallos Street;

THENCE along the northeast Right-of-Way line of said W. Cevallos Street, North 65 degrees 23 minutes 38 seconds West, a distance of 120.95 feet (called 120.49 feet) to a point for the southwest corner of this 0.428 acres, same being the southeast corner of the 123-125 Cevallos, LLC. tract (Volume 17608, Page 1788);

THENCE along the line common to this 0.428 acres and said Cevallos tract, North 23 degrees 46 minutes 30 seconds East, a distance of 169.44 feet to a point for the northwest corner of this 0.428 acres, same being the northeast corner of said Cevallos tract and on the southwest line of said Lot 43;

THENCE along the line common to this 0.428 acres and said Lot 43, South 65 degrees 21 minutes 30 seconds East, a distance of 99.00 feet to the POINT OF BEGINNING, and containing 0.428 acres of land, more or less.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office 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, when the claim is by, through or under Grantor but not otherwise 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. The Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to Lima One Capital, LLC the payee of such Note, and the successors and assigns of such payee.

GRANTEE IS RELYING SOLELY ON GRANTEE'S INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. THIS PROPERTY IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "AS IS," "WHERE IS" AND WITH ALL FAULTS. GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR, GRANTOR



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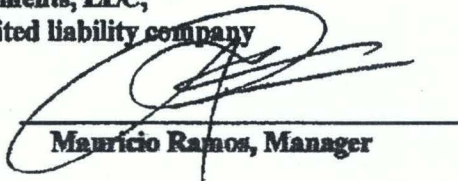
DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ENCUMBRANCES (INCLUDING BUT NOT TO ANY IMPLIED WARRANTY PURSUANT TO SECTION 5.023(a)(2) OF THE TEXAS PROPERTY CODE) WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF, SAVE AND EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN, AND HEREBY RELEASES GRANTOR FROM ALL LIABILITIES WITH RESPECT TO THE CONDITION OF THE PROPERTY.

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

EXECUTED this 29th day of June, 2018.

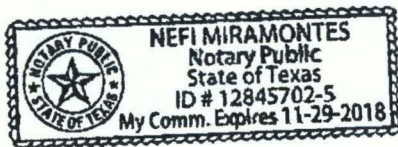
JMR Investments, LLC,  
a Texas limited liability company

By:

  
Mauricio Ramos, Manager

THE STATE OF Tx §  
COUNTY OF Bexar §

The foregoing instrument was acknowledged before me on the 29th day of June, 2018 by Mauricio Ramos, Manager of JMR Investments, LLC, a Texas limited liability company.



  
NOTARY PUBLIC, STATE OF

AFTER RECORDING, RETURN TO:

Grantee

PREPARED IN THE LAW OFFICE OF  
Shaddock & Associates, P. C.  
2400 N. Dallas Parkway, Ste. 560  
Plano, Texas 75093

# **EXHIBIT “B”**



LOCATION:	1425 S. FLORES ST SAN ANTONIO TEXAS, 78204
LOTS:	1
LEGAL DESCRIPTION:	MCB 1000 BLK LOT 40B
CITY COUNCIL DISTRICT:	1
FUTURE LAND USE:	HIGH DENSITY MIXED USE
PLAN NAME:	LOWE STAR
PROPOSED USE:	MIXED USE, COMMERCIAL, MULTIFAMILY

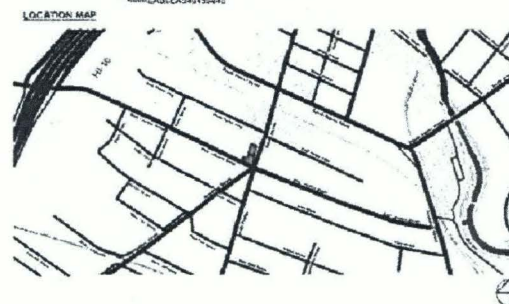
NOT TO EXCEED 42 DWELLING UNITS

CURRENT ZONING	H-1, RIO-7E, HISTORIC LANDMARK, AHOD
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IDZ, RIO-7E, HS, AHOD, WITH  
USES PERMITTED IN C2, MULTI-  
FAMILY (NOT TO EXCEED 42  
DWELLING UNITS), BAR/TAVERN  
AND HOTEL USES

1 Jake Harris 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  
ANNUAL CITY ADOPTED CODES AT THE TIME OF PLAN SUBMITTAL FOR  
BUILDING PERMITS

DocuSigned by:  
Jalzh  
LAST NAME FIRST



\*NOTE DRAWING SCALED  
DOWN 50% OF ORIGINAL

The request for C-2 uses does not imply adherence to the C-2 height and setback regulations

## Exhibit "B"

[illegible]IDZ EXHIBIT -  
SITE PLAN

1. 1000 mg/kg  
2. 1000 mg/kg

DWG #	P-01
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