

AN ORDINANCE 2010-05-20-0456

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 0.922 acres out of NCB 14113 from "C-2 AHOD" Commercial Airport Hazard Overlay District to "C-2 CD AHOD" Commercial Airport Hazard Overlay District with a Conditional Use for a Veterinary Hospital - Small Animals (No outside Runs, Pens and Paddocks permitted).

SECTION 2. A description of the property is attached as **Exhibit "A"** and made a part hereof and incorporated herein for all purposes.

SECTION 3. The City Council finds as follows:

- A. The conditional use will not be contrary to the public interest.
- B. The conditional use will not substantially nor permanently injure the appropriate use of adjacent conforming property in the same district.
- C. The conditional use will be in harmony with the spirit and purpose for conditional uses as set forth in Section 35-422, Conditional Zoning, of the Unified Development Code.
- D. The conditional use will not substantially weaken the general purposes of the regulations as set forth in Section 35-422, Conditional Zoning, of the Unified Development Code.
- E. The conditional use will not affect adversely the public health, safety and welfare.

SECTION 4. The City council approves this Conditional Use 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 5. 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.

SG/cia
05/20/2010
Z-6

CASE NO. Z2010083 CD

SECTION 6. The Director of Planning and 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.

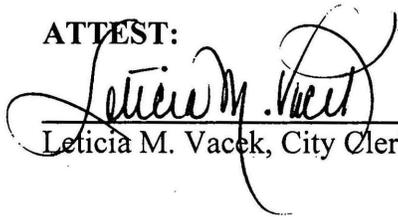
SECTION 7. This ordinance shall become effective May 30, 2010.

PASSED AND APPROVED this 20th day of May 2010.



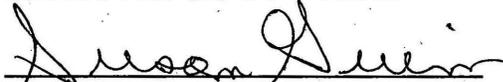
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Agenda Voting Results - Z-6

Name:	Z-5, Z-6, Z-7, Z-8, Z-9, P-2, Z-10, Z-11, P-3, Z-12						
Date:	05/20/2010						
Time:	02:16:01 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z2010083 CD (District 7): An Ordinance amending the Zoning District Boundary from "C-2 AHOD" Commercial Airport Hazard Overlay District to "C-2 CD AHOD" Commercial Airport Hazard Overlay District with a Conditional Use for a Veterinary Hospital - Small Animals (No outside Runs, Pens and Paddocks permitted) on 0.922 acres out of NCB 14113 located at 5739 Callaghan Road. Staff and Zoning Commission recommend approval.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10	x					

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

Z2010088

WARRANTY DEED WITH VENDOR'S LIEN

Date: August 9, 2007

Grantor: COMPARIN-KARAMBIS PROPERTIES, INC., a Texas corporation

Grantee: KARAMBIS PROPERTIES, INC., a Texas corporation

Grantee's Mailing Address: 9650 Datapoint, Suite 104, San Antonio, Texas 78229

Consideration:

TEN DOLLARS (\$10.00) and other valuable consideration including (i) a promissory note ("First Lien Note") of even date that is in the principal amount of \$769,338.00, executed by Grantee and payable to the order of STERLING BANK ("Lender") and (ii) a promissory note ("Second Lien Note") of even date that is in the principal amount of \$602,458.00, executed by Grantee and payable to the order of Lender. The First Lien Note is secured by a first and superior vendor's lien and superior title retained in this Deed for the Lender and is also secured by a first and superior Deed of Trust of even date from Grantee to JAMES W. GOOLSBY, JR., Trustee. The Second Lien Note is secured by a second and inferior vendor's lien and superior title retained in this Deed and by a second and inferior Purchase Money Deed of Trust of even date herewith from Grantee to JAMES W. GOOLSBY, JR., Trustee.

Property (including any improvements):

0.922 acres (40,158 square feet) out of Lot 17, Block 12, New City Block 14113, Rolling Ridge, Unit 9, City of San Antonio, Bexar County, Texas, as recorded in Volume 7300, Page 83, Deed and Plat Records of Bexar County, Texas, and being more particularly described by metes and bounds on the attached Exhibit "A."

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies,

CHICAGO TITLE GF# 200702111-1R

EXHIBIT A

conflicts, or shortages in area or boundary lines; and taxes for 2007, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance 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 any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns 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 Conveyance and Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described above is fully paid according to its terms, at which time this Deed shall become absolute. Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the First Lien Note. The first vendor's lien and superior title retained in this Deed are retained for the benefit of Lender to secure the payment of the First Lien Note and they are transferred and assigned to Lender without recourse on Grantor. Lender, at Grantee's request, has additionally paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the Second Lien Note. The second and inferior vendor's lien and superior title are retained for the benefit of Lender to secure payment of the Second Lien Note and they are transferred and assigned to Lender without recourse on Grantor. All liens securing payment of the Second Lien Note are second, subordinate, and inferior to all liens securing payment of the First Lien Note and any and all renewals or extensions of the First Lien Note.

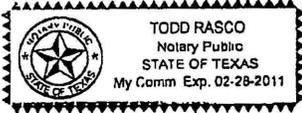
When the context requires, singular nouns and pronouns include the plural. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

COMPARIN-KARAMBIS PROPERTIES, INC.

By: *John Karambis*
Name: John Karambis
Title: President

STATE OF TEXAS §
 §
COUNTY OF Brewer §

This instrument was acknowledged before me on August 9, 2007,
by JoAnn Karambis, President for and on behalf of
COMPARIN-KARAMBIS PROPERTIES, INC., a Texas corporation.



Todd Rasco
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

CHICAGO TITLE INSURANCE COMPANY
270 North Loop 1604 East, Suite 100
San Antonio, Texas 78232
Attn: JoAnn Dunn
G. F. No. 200702777

EXHIBIT "A"

LEGAL DESCRIPTION

0.922 acres (40,158 square feet) out of Lot 17, Block 12, New City Block 14113, Rolling Ridge, Unit 9, City of San Antonio, Bexar County, Texas, as recorded in Volume 7300, Page 83, Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2" iron pin at the point of curvature of a 15.00 foot radius curve at the intersection of Summit Parkway (60' right-of-way) and Callaghan Road (73' right-of-way), said point being on Callaghan Road (73' right-of-way) northwest right-of-way;

THENCE: along the northwest right-of-way of Callaghan Road (73' right-of-way), S 40°17'55" W, a distance of 183.27 feet to fence post for the most southerly corner of this tract;

THENCE: departing the northwest right-of-way of Callaghan Road (73' right-of-way), N 48°45'30" W, a distance of 203.29 feet to a fence post for the most westerly corner of this tract;

THENCE: N 41°14'25" E, a distance of 200.00 feet to found 1/2" iron pin on the southwest right-of-way of Summit Parkway (60' right-of-way), for the most northerly corner of this tract;

THENCE: along the southwest right-of-way of Summit Parkway (60' right-of-way), the following courses:

S 48°45'30" E, a distance of 124.71 feet to a found 1/2" iron pin for a corner of this tract;

S 44°11'04" E, a distance of 25.08 feet to a found 1/2" iron pin for a corner of this tract;

S 48°45'30" E, a distance of 35.57 feet to a found 1/2" iron pin at the point of curvature of a 15 foot radius curve;

THENCE: along said curve, radius is 15.00 feet, interior angle of 89°04'33", tangent length of 14.76 feet, arc length of 213.32 feet to the POINT OF BEGINNING and containing 0.922 acres of land.

Doc# 20070193293
Pages 5
08/14/2007 15:55:16 PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Fees 28.00

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.
08/14/2007 15:55:16 PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff

