

AN ORDINANCE 2009-10-01-0803

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 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 5.926 acres out of NCB 14939 from "C-2" Commercial District to "C-2 S" Commercial District with a Specific Use Authorization for a Private University or College.

SECTION 2. A description of the property, as recorded in the Bexar County Deed Records at Volume 14010 Page 1280, 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 specific use will not be contrary to the public interest.
- B. The specific use will not substantially nor permanently injure the appropriate use of adjacent conforming property in the same district.
- C. The specific use will be in harmony with the spirit and purpose as set forth in Section 35-423, Specific Use Authorization, of the Unified Development Code.
- D. The conditional use will not substantially weaken the general purposes or the regulations as set forth in Section 35-423, Specific Use Authorization, of the Unified Development Code.
- E. The specific use will not adversely affect the public health, safety and welfare.

SECTION 4. The City council approves this Specific Use Authorization 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.

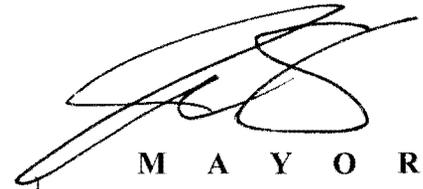
SECTION 5. All other provisions of Chapter 35 except those expressly amended by this ordinance shall remain in full force and effect including the penalties for violations as made and provided for in Section 35 -491.

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 October 11, 2009.

PASSED AND APPROVED this 1st day of October 2009.

ATTEST: 
City Clerk


M A Y O R
JULIÁN CASTRO

APPROVED AS TO FORM: 
For City Attorney

Agenda Item:	Z-16						
Date:	10/01/2009						
Time:	03:57:00 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z2009148 S (District 8): An Ordinance amending the Zoning District Boundary from "C-2" Commercial District to "C-2 S" Commercial District with a Specific Use Authorization for a private university or college on 5.926 acres out of NCB 14939 (Per Deed Volume 14010 Page 1280-1282) located at 10000 IH 10 West. 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				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7	x					
W. Reed Williams	District 8		x			x	
Elisa Chan	District 9		x				
John G. Clamp	District 10	x					

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SCANNED

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
Attention: Chanse L. McLeod



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.

DEED WITHOUT WARRANTY

Effective Date: May 31, 2009

Grantor: The Frost National Bank, a national banking association

Grantor's Mailing Address: 100 W. Houston Street, Suite 1102
San Antonio, Bexar County, Texas 78205

Grantee: Colonial-Citizens Associates, L.P., a Texas limited partnership

Grantee's Mailing Address: c/o Hanover Real Estate Partners
19 Benedict Place
Greenwich, Fairfield County, Connecticut 06830

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

Property (including any improvements thereon and appurtenances pertaining thereto):

BEING 5.926 acres (258,138 square feet) of land in the Maria Trinidad Guerra Survey Number 88, Abstract Number 260 in Bexar County, Texas and being a portion of Lot 4 of COLONIAL NATIONAL BANK SUBDIVISION according to the plat thereof recorded in Volume 7500, Page 99 of the Bexar County Plat Records, said 5.926 acre tract of land described by metes and bounds as follows with bearings based on the northeast right-of-way line of Bluemel Road bearing North 42° 12' 25" West;

BEGINNING at a 1/2 inch rod found for the east corner of said Lot 4 and being in the northeast right-of-way line of said Bluemel Road (55 feet wide);

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THENCE, with the northwest line of said Lot 4, North $41^{\circ} 25' 44''$ East, a distance of 519.33 feet to a 1/2 inch rod found for the north corner of said Lot 4 and being in the southwest right-of-way line of Interstate Highway 10 (IH 10) (360 feet wide);

THENCE, with the southwest right-of-way line of IH 10, South $42^{\circ} 21' 34''$ East, a distance of 359.32 feet to a 5/8 inch iron rod with plastic cap stamped "HALFF ASSOC. INC." set for the north corner of Lot 10 of REPLAT OF A PORTION OF COLONIAL NATIONAL BANK SUBDIVISION according to the plat thereof recorded in Volume 9520, Page 47 of the Bexar County Plat Records;

THENCE, departing the southwest right-of-way line of said IH 10 and with the west lines of said Lot 10, the following courses and distances:

South $02^{\circ} 47' 46''$ West, a distance of 248.89 feet to a 5/8 inch iron rod with cap found for an angle point;

South $42^{\circ} 09' 27''$ East, a distance of 10.51 feet to a PK nail found at the beginning of a curve to the right;

Southwesterly, with said curve to the right having a radius of 20.00 feet, a central angle of $89^{\circ} 58' 58''$, a chord which bears South $02^{\circ} 50' 33''$ West, 28.28 feet, and an arc distance of 31.41 feet to a 5/8 inch iron rod with plastic cap stamped "HALFF ASSOC. INC." set at the beginning of a curve to the left;

Southwesterly, with said curve to the left having a radius of 5.00 feet, a central angle of $90^{\circ} 00' 39''$, a chord which bears South $02^{\circ} 50' 33''$ West, 7.07 feet, and an arc distance of 7.85 feet to a 5/8 inch iron rod with plastic cap stamped "HALFF ASSOC. INC." set at the end of said curve;

THENCE continuing with a west line of said Lot 10, South $42^{\circ} 09' 30''$ East, at a distance of 84.28 feet pass the east line of said Lot 10 and continuing with the southwest line of Lot 9 of REPLAT OF A PORTION OF COLONIAL NATIONAL BANK SUBDIVISION according to the plat thereof recorded in Volume 9520, Page 12 of the Bexar County Plat Records, a distance, in all, of 289.88 feet to a 5/8 inch iron rod with plastic cap stamped "HALFF ASSOC. INC." set at the beginning of a curve to the left;

THENCE, southeasterly, with said curve to the left having a radius of 15.00 feet, a central angle of $36^{\circ} 31' 14''$, a chord which bears South $46^{\circ} 56' 42''$ East, 9.40 feet, and an arc distance of 9.56 feet to the beginning of a non-tangent curve to the left and being in the northwest right-of-way line of Colonial Square (60 feet wide), from which a 1/2 inch iron rod bears North 55° West, 0.74 feet;

THENCE, southwesterly, with the northwest right-of-way line of said Colonial Square and said curve to the left having a radius of 430.00 feet, a central angle of $00^{\circ} 30' 01''$, a chord which bears South $51^{\circ} 41' 27''$ West, 3.75 feet, and an arc distance of 3.75 feet to a 5/8 inch iron rod with plastic cap stamped "HALFF ASSOC. INC." set at the end of said curve;

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THENCE, continuing with the northwest right-of-way line of said Colonial Square, South 51° 26' 26" West, a distance of 42.92 feet to the east corner of Lot 5 of said COLONIAL NATIONAL BANK SUBDIVISION from which a found 1/2 inch iron rod bears North 35° West, 0.56 feet;

THENCE, departing the northwest right-of-way line of said Colonial Square and with the northeast line of said Lot 5, North 42° 12' 25" West, a distance of 347.05 feet to the north corner of said Lot 5 from which a found 5/8 inch iron rod with cap bears South 80° West, 1.04 feet;

THENCE, with the northwest line of said Lot 5, South 47° 47' 35" West, a distance of 270.00 feet to the west corner of said Lot 5 and being in the northeast right-of-way line of said Bluemel Road, from which a found 1/2 inch iron rod bears South 56° West, 0.45 feet;

THENCE, with the northeast right-of-way line of said Bluemel Road, North 42° 12' 25" West, a distance of 462.43 feet to the POINT OF BEGINNING and containing 5.926 acres (258,138 square feet) of land.

Reservations from Conveyance: None.

Exceptions to Conveyance: The Property is conveyed to Grantee subject to the following:

- (a) Restrictive covenants recorded in Volume 7321, Page 492, Deed Records of Bexar County, Texas, and Volume 3799, Page 1344, Real Property Records of Bexar County, Texas;
- (b) Building setback line thirty (30) feet wide along the Northeasterly property line, parallel and adjacent to Interstate Highway 10; twenty-five (25) feet wide along the most Southeasterly property line, parallel and adjacent to Colonial Square; and seventy-five (75) feet wide along the most Southwesterly property line, parallel and adjacent to Bluemel Road; all as shown on plat recorded in Volume 7500, Page 99, Deed and Plat Records of Bexar County, Texas;
- (c) Perpetual non-exclusive easement and right-of-way for pedestrian and vehicular access and utility service over a 30 foot drive, reserved in Warranty Deed dated February 14, 1989, recorded in Volume 4507, Page 1148, Real Property Records of Bexar County, Texas;
- (d) Rights of tenants, as tenants only, occupying the Property under any unrecorded leases;
- (e) Liens for taxes for real property and personal property, and all general or special assessments against the Property for calendar year 2009, not yet due and payable, and subsequent years, not yet due and payable; and
- (f) All building or zoning ordinances or regulations, building or use restrictions and all other laws, ordinances and governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property.

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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 express or implied warranty. 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.

IN ADDITION TO THE FOREGOING, GRANTEE ACKNOWLEDGES AND AGREES BY ITS ACCEPTANCE HEREOF, THAT THE PROPERTY IS CONVEYED "AS IS, WHERE IS" AND IN ITS PRESENT CONDITION WITH ALL FAULTS, AND THAT, GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, INCLUDING, BUT NOT LIMITED TO, THE AMERICANS WITH DISABILITIES ACT OF 1990 AND THE REGULATIONS PROMULGATED THEREUNDER, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR OTHERWISE WITH RESPECT TO THE PROPERTY.

By its signature below, Grantee accepts this Deed Without Warranty and consents to its form and substance. Grantor acknowledges that this Deed Without Warranty is not intended to be a quitclaim deed and is intended to be a conveyance of the Property rather than merely a conveyance of Grantor's interest therein. Grantee acknowledges that the terms of this Deed Without Warranty conform with Grantor's and Grantee's intent.

Taxes have been prorated by the parties hereto as of the effective date of this Deed Without Warranty, and Grantee, by its acceptance hereof, assumes payment thereof.

The mailing address of Grantee is set forth below:

19 Benedict Place
Greenwich, Connecticut 06830
Attention: Reed A. Miller.

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

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IN WITNESS WHEREOF, Grantor and Grantee have caused this Deed Without Warranty to be executed on the dates of the respective acknowledgements set forth below, to be effective, however, as of the date first written above.

[Signatures on the following pages]



GRANTOR'S SIGNATURE PAGE
TO DEED WITHOUT WARRANTY

GRANTOR:

THE FROST NATIONAL BANK, a national
banking association

By: *Robert Goudge*
Robert Goudge, Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 27 day of
May, 2009, by Robert Goudge, Senior Vice President of **THE FROST**
NATIONAL BANK, a national banking association, on behalf of said banking association.



Carolyn M. Kinzer
Notary Public-State of Texas
Commission Number: _____

Signature Page

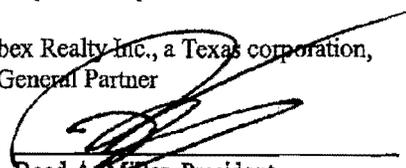
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GRANTEE'S SIGNATURE PAGE
TO DEED WITHOUT WARRANTY

GRANTEE:

COLONIAL-CITIZENS ASSOCIATES, L.P., a
Texas limited partnership

By: Cobex Realty Inc., a Texas corporation,
its General Partner

By: 
Reed A. Miller, President

STATE OF Connecticut §
§
COUNTY OF Fairfield §
§

The foregoing instrument was acknowledged before me this 29th day of May, 2009, by Reed A. Miller, President of Cobex Realty Inc., a Texas corporation, general partner of **COLONIAL-CITIZENS ASSOCIATES, L.P.**, a Texas limited partnership, on behalf of said corporation, on behalf of said limited partnership.


Notary Public-State of CT
Commission Number: 119875

GWEN E. BURMESTER
NOTARY PUBLIC NO. 119875
STATE OF CONNECTICUT
COMMISSION EXPIRES 9-30-08

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 this 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:

JUN 02 2009

Doc# 2009089973 Fees: \$40.00
06/02/2009 10:58AM # Pages 7
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK




COUNTY CLERK BEXAR COUNTY, TEXAS

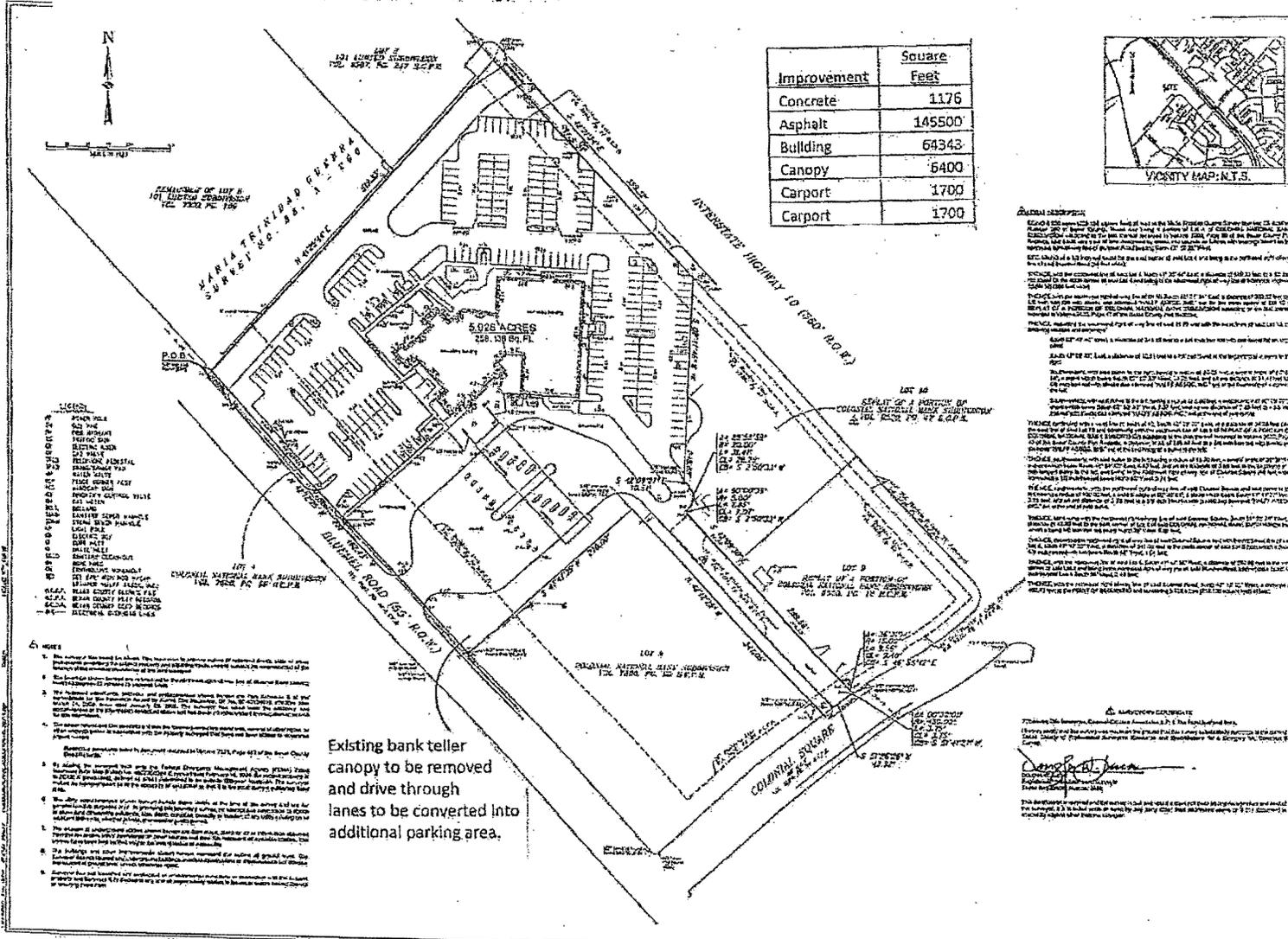
Signature Page

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In addition to C2 uses, the intended Specific Use Authorization of the property is for a "School - Private University or College"

"I, William Caulfield, an officer of Colonial-Citizens Associates LP, 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 any/all City adopted Codes at the time of plan submittal for building permits.

Exhibit B



BOUNDARY & IMPROVEMENT SURVEY OF A 4.028 ACRE TRACT OF LAND LOCATED IN THE HAMM TRACT, BLOCK 10, SUBDIVISION 1, SAN ANTONIO, BEXAR COUNTY, TEXAS

HALF SECTION 36

DATE	DESCRIPTION



THESE RECORDS ARE THE PROPERTY OF THE SURVEYOR AND WILL BE DESTROYED AFTER FIVE YEARS FROM THE DATE OF RECORDING UNLESS OTHERWISE SPECIFIED BY THE SURVEYOR.

3/19/15 02:10:49

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority, on this day personally appeared Helen I. Lutz, who being by me duly sworn, deposes and says that she is the Publisher of *The Hart Beat*; that said newspaper is generally circulated in San Antonio, Bexar County, Texas; that the attached notice was published in said newspaper on the following date(s):

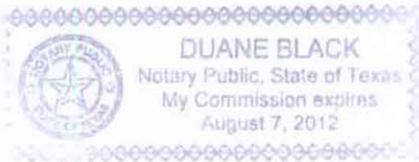
October 7, 2009

Subscribed and sworn to before me this 7th day of October, 2009, to certify which witness my hand and seal of office.

PUBLIC NOTICE

AN ORDINANCE
2009-10-01-0803

AMENDING CHAPTER 35 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS: 5.926 acres out of NCB 14939 (Per Deed Volume 14010 Page 1280-1282) TO WIT: From "C-2" Commercial District to "C-2 S" Commercial District with a Specific Use Authorization for a Private University or College provided all conditions imposed by the City Council are adhered to. "THE PENALTY FOR VIOLATION IS A FINE NOT TO EXCEED \$1,000.00".
10/7



Helen I. Lutz, Publisher

Notary Public in and for the State of Texas

Duane Black

Name of Notary

My commission expires August 7, 2012