

AN ORDINANCE 2011-05-05-0366

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 2.422 acres out of NCB 17306 from "C-1 CD AHOD" Light Commercial Airport Hazard Overlay District with a Conditional Use for a Laboratory - Testing Facility to "C-2NA CD AHOD" Commercial Nonalcoholic Sales Airport Hazard Overlay District with a Conditional Use for a Laboratory - Testing Facility.

SECTION 2. A description of the property is attached as **Attachment "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 finds that the following conditions shall be met to insure compatibility with the surrounding properties:

- A. All on-site lighting shall be directed onto the site using 90 degree or less cut-off fixtures;

- B. The architectural design of the proposed expansion of the existing structure shall be done in a manner generally consistent with the look and style of the existing building; and
- C. A landscape buffer shall be installed prior to construction of the building expansion in the area between the expansion and the adjacent residential neighborhood. The buffer shall be a minimum of 15 feet wide and shall contain the following number of trees and shrubs for each 100 feet in length:
 - 1. 2 canopy and 4 understory trees. Each canopy tree shall be a minimum of 4 inches in diameter, measured at 6 inches from grade, shall reach at least 30 feet in height at full maturity, and shall be of a hardwood variety. Each understory tree shall reach a height of 15 to 25 feet at full maturity.
 - 2. 9 large shrubs and 8 medium shrubs. A large shrub shall reach a height of 25 feet at full maturity and a medium shrub shall reach a height of 5 to 10 feet at full maturity.

SECTION 5. The City council approves this Conditional Use so long as the attached site plan is adhered to. A site plan is attached as **Attachment "B"** and made a part hereof and incorporated herein for all purposes.

SECTION 6. 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.

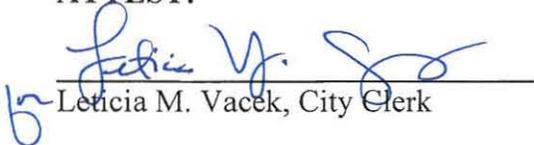
SECTION 7. The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

SECTION 8. This ordinance shall become effective May 15, 2011.

PASSED AND APPROVED this 5th day of May 2011.


M A Y O R
Julián Castro

ATTEST:

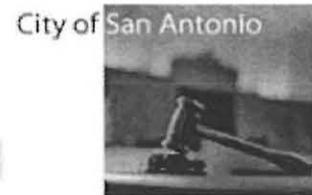

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Michael D. Bernard, City Attorney for

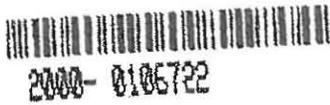


Request for
**COUNCIL
ACTION**



Agenda Voting Results - Z-8

Name:	Z-8						
Date:	05/05/2011						
Time:	02:27:43 PM						
Vote Type:	Motion to Appr w Cond						
Description:	ZONING CASE # Z2011086 CD (District 10): An Ordinance amending the Zoning District Boundary from "C-1 CD AHOD" Light Commercial Airport Hazard Overlay District with a Conditional Use for a Laboratory - Testing Facility to "C-2NA CD AHOD" Commercial Nonalcoholic Sales Airport Hazard Overlay District with a Conditional Use for a Laboratory - Testing Facility on 2.422 acres out of NCB 17306 located at 3330 Oakwell Court. Staff recommends approval. Zoning Commission recommends approval with conditions.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		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				x
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x			x	



72011086

MARATHON TITLE COMPANY

GF# 2000352 #21 DS
6/27

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT LAUREL PLACE LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by VERANDA PROPERTIES, L.P., a Texas limited partnership, (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, and for the further consideration of the execution and delivery by Grantee of two notes of even date herewith executed by Grantee, which will be described in this paragraph and referred to as the first-lien note and second-lien note. The first-lien note is in the principal sum of ONE MILLION SEVEN HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$1,720,000.00), payable to the order of BROADWAY NATIONAL BANK, whose mailing address is 1177 N.E. Loop 410, San Antonio, Texas 78209. The first-lien note is secured by the first and superior vendor's lien herein and hereby expressly retained in favor of BROADWAY NATIONAL BANK, on the property hereinafter described, and is also secured by a first and superior deed of trust of even date from Grantee to C.A. Fohn, Trustee. The second-lien note is in the principal sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), payable to the order of SAN ANTONIO BUSINESS DEVELOPMENT FUNDS, INC., whose mailing address is 4011 San Pedro, Suite 201, San Antonio, Texas 78212. The second-lien note is secured by a second and inferior vendor's lien herein and hereby expressly retained in favor of SAN ANTONIO BUSINESS DEVELOPMENT FUNDS, INC., on the property hereinafter described, and is also secured by a second and inferior deed of trust of even date from Grantee to Gilbert G. Gonzalez, as Trustee. The first-lien note and second-lien note may sometimes be collectively referred to as the "Notes". The Notes each bear interest and are payable as therein provided. The Notes further provide for acceleration of maturity and payment of attorney's fees in the event of default. Grantor has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto said Grantee, the property situated in Bexar County, Texas described in Exhibit "A" attached hereto and made a part hereof (the "Property").

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TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions stated herein, to Grantee, Grantee's successors and assigns forever, and Grantor binds itself and its successors and assigns TO WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's successors and assigns against every person lawfully claiming or to claim all or any part of the Property by, through or under Grantor, but not otherwise.

Current ad valorem taxes on the Property having been prorated to the date hereof, the payment thereof is hereby assumed by Grantee.

This conveyance is made and accepted subject to all of those items set out on Exhibit "B" attached hereto.

GRANTEE ACKNOWLEDGES AND AGREES THAT DURING THEIR FEASIBILITY PERIOD UNDER THE TERMS OF THE EARNEST MONEY CONTRACT ENTERED INTO BETWEEN GRANTOR AND GRANTEE IN CONNECTION WITH THE SALE (THE "CONTRACT"), IT HAS CONDUCTED ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF ALL ASPECTS OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT IS RELYING ON SUCH INDEPENDENT INVESTIGATION AND INSPECTION AND IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR, GRANTOR'S ENGINEERS OR THE BROKERS IN DETERMINING WHETHER TO PURCHASE THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY GRANTOR TO GRANTEE WITH RESPECT TO THE PROPERTY HAS BEEN OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES THAT AT CLOSING, IT WILL BE FULLY AND COMPLETELY SATISFIED THAT THE PROPERTY IS SATISFACTORY IN ALL RESPECTS FOR ITS INTENDED USE AND SHALL HAVE NO RECOURSE WHATSOEVER AGAINST GRANTOR OR THE BROKER IN CONNECTION WITH THE PROPERTY.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR 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 THE PROPERTY (EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED), INCLUDING, BUT NOT LIMITED TO: (A) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY

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OR BODY, INCLUDING, BUT NOT LIMITED TO, ANY STATE OR FEDERAL ENVIRONMENTAL LAW, RULE OR REGULATION; (E) THE HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE HEREBY WAIVES ANY SUCH REPRESENTATION, WARRANTY, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE "AS IS" "WHERE IS", AND WITH ALL FAULTS AND, SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE GRANTOR EXPECT FOR THE SPECIAL WARRANTY BY TITLE TO BE CONTAINED IN THE DEED.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this deed is executed by or to a corporation, or trustee, the words "heirs, executors, and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successor and assigns".

It is expressly agreed and stipulated that the first and superior vendor's lien securing the first lien note, and second and inferior vendor's lien securing the second lien note, as well as the superior title in and to the Property is retained against the Property until the first lien note and second lien note and all interest thereon is fully paid, and all obligations under the deeds of trust are fully performed in according to its face, effect and reading whereupon this deed shall become absolute.

BROADWAY NATIONAL BANK, at the instance and request of the Grantee, having advanced and paid in cash to Grantor that portion of the purchase price of the described Property as is evidenced by the first-lien note, the first and superior vendor's lien, together with the superior title to said Property is retained herein for the benefit of BROADWAY NATIONAL BANK and the same are hereby transferred and assigned to BROADWAY NATIONAL BANK, without recourse on Grantor.

SAN ANTONIO BUSINESS DEVELOPMENT FUNDS, INC., at the instance and request of the Grantee, having advanced and paid in cash to Grantor that portion of the purchase price of the described Property as is evidenced by the second-lien note, the second and inferior vendor's lien, to the property together with the superior title to said Property is retained herein for the benefit of SAN

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ANTONIO BUSINESS DEVELOPMENT FUNDS, INC. to secure the second lien note and the same are hereby transferred and assigned to SAN ANTONIO BUSINESS DEVELOPMENT FUNDS, INC., without recourse on Grantor and shall remain subordinate and inferior to all liens securing the first-lien note, regardless of the frequency or manner of renewal, extension, or alteration of any part of the first-lien note or the liens securing it.

EXECUTED this 23 day of June, 2000.

GRANTOR:

LAUREL PLACE LIMITED PARTNERSHIP,
a Texas limited partnership

By: Laurel Place Investment Corporation,
a Texas corporation
General Partner

By: Edward A. Cross II
EDWARD A. CROSS, II, President

Mailing Address of Grantee:

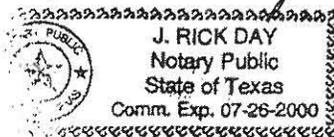
Name: VERANDA PROPERTIES, L.P.
Address: 304 Fox Hall Lane
San Antonio, Bexar County, TX. 78213

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 23 day of June, 2000, by EDWARD A. CROSS, II, President of Laurel Place Investment Corporation, as the General Partner of LAUREL PLACE LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said partnership.

J. Rick Day
Notary Public, State of Texas

AFTER RECORDING RETURN TO:



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EXHIBIT A

FIELD NOTES FOR

A 2.422 acre, or 105,480 square feet, tract of land out of Lot 2, Block 9, New City Block (N.C.B.) 17306, Oakwell Farms Unit-7 and Unit-1, in the City of San Antonio, Bexar County, Texas, as recorded in Volume 9504, Pages 142-143 of the Deed and Plat Records of Bexar County, Texas and being more particularly described as follows:

- BEGINNING:** At a found nail and cap for the southeast corner of said Lot 2, Block 9, N.C.B. 17306 in the west line of Lot 21, Block 3, NCB 17183, Oakwell Farms Unit-3 called a Variable Width Drainage, Electric, Gas and Sanitary Sewer Easement, recorded in Volume 9500, Page 139 of said records, in the north line of a 1.904 acre tract shown on the Bexar County Appraisal District maps as TR-D, for the southeast corner of the herein described tract;
- THENCE:** S 89°40'00" W, departing said west line along and with said common line, a distance of 305.44 feet to a found "x" in rock in the south line of said Lot 2, the southwest corner of the herein described tract;
- THENCE:** N 00°20'00" W, departing said common line, crossing said Lot 2, a distance of 347.50 feet to a found nail and a cap for an angle point;
- THENCE:** N 89°40'00" E, a distance of 25.00 feet, to a found nail and cap for an angle point;
- THENCE:** N 00°20'00" W, a distance of 80.00 feet to a found nail and cap for the northwest corner of the herein described tract;
- THENCE:** N 89°40'00" E, a distance of 208.66 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" for the point of intersection with a non-tangent curve in said common line for the northeast corner of the herein described tract;
- THENCE:** Southerly, along a curve to the right, said curve having a radial bearing of S 88°01'14" W, a radius of 1,969.50 feet, a central angle of 01°44'45", a chord bearing and distance of S 01°06'24" E, 60.01 feet, and an arc length of 60.01 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" for a point of compound curvature;
- THENCE:** Southerly, along a curve to the right, said curve having a radial bearing of S 89°45'58" W, a radius of 1,969.50 feet, a central angle of 00°34'55", a chord bearing and distance of S 00°03'26" W, 20.00 feet, and an arc length of 20.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" for a point of compound curvature;

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PAPE-DAWSON ENGINEERS, INC.

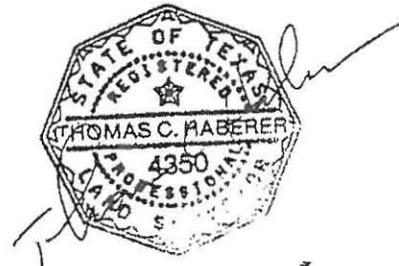
555 East Ramsey | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

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EXHIBIT A

- THENCE: Southerly, along a curve to the right, having a radial bearing of $N 89^{\circ}39'07'' W$, a radius of 1,969.50 feet, a central angle of $01^{\circ}38'28''$, a chord bearing and distance of $S 01^{\circ}10'07'' W$, 56.41 feet, and an arc length of 56.41 feet to a found $\frac{1}{2}''$ iron rod, for a point of reverse curvature;
- THENCE: Southerly and southeasterly, along a curve to the left having a radius of 430.50 feet, a central angle of $24^{\circ}01'00''$, a chord bearing and distance of $S 10^{\circ}01'09'' E$, 179.13 feet, and an arc length of 180.45 feet to a found $\frac{1}{2}''$ iron rod for a point of compound curvature;
- THENCE: Continuing in a southerly direction, not mentioned in four previous curves along this line, along a curve to the left having a radius of 1,130.50 feet, a central angle of $05^{\circ}15'10''$, a chord bearing and distance of $S 24^{\circ}39'14'' E$, 103.61 feet, and an arc length of 103.64 feet to a found $\frac{1}{2}''$ iron rod for an angle point;
- THENCE: $S 00^{\circ}18'41'' W$, a distance of 20.12 feet to the POINT OF BEGINNING and containing 2.422 acres of land, in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 10, 2000
JOB NO.: 9536-00
DOC. ID.: N:\survey00\9600-00\9536-00\field note.doc



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EXHIBIT "B"

Permitted Exceptions

1. Restrictive covenants of record at Volume 3042, Page 767, Volume 5657, Page 710, Volume 6941, Page 82, Volume 7088, Page 1603, Real Property Records of Bexar County, Texas.
2. 16' Sanitary Sewer Easement through the South part of Lot as shown on Plat recorded in Volume 9504, Page 143, Deed and Plat Records, Bexar County, Texas.
3. 25' Access Easement granted to Oakwell Farms Office Partnership Number Two, by instrument recorded in Volume 3045, Page 239 and Volume 3630, Page 1217, Real Property Records, Bexar County, Texas.
4. Non-Exclusive Parking Easement recorded in Volume 3630, Page 1224, Real Property Records, Bexar County, Texas.
5. Non-Exclusive Passage Easement recorded Volume 3630, Page 1236, Real Property Records; amended in Volume 7242, Page 1432, Real Property Records, Bexar County Texas.
6. Easement provisions recorded in Volume 3042, Page 767, and Volume 5657, Page 710, Real Property Records, Bexar County, Texas.
7. Covenants providing for Assessments payable to Oakwell Farms Business Center Association, Inc., as set out in instrument recorded in Volume 5657, Page 710, Volume 6941, Page 82, and Volume 7088, Page 1603, Real Property Records, Bexar County, Texas.
8. Covenants providing for Assessments payable to Oakwell Farms Homeowners Association, as set out in instrument recorded in Volume 3042, Page 767, Real Property Records, Bexar County, Texas.
9. Rights of tenants in possession under any unrecorded leases.
10. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

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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:

JUN 30 2000



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

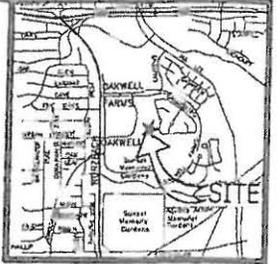
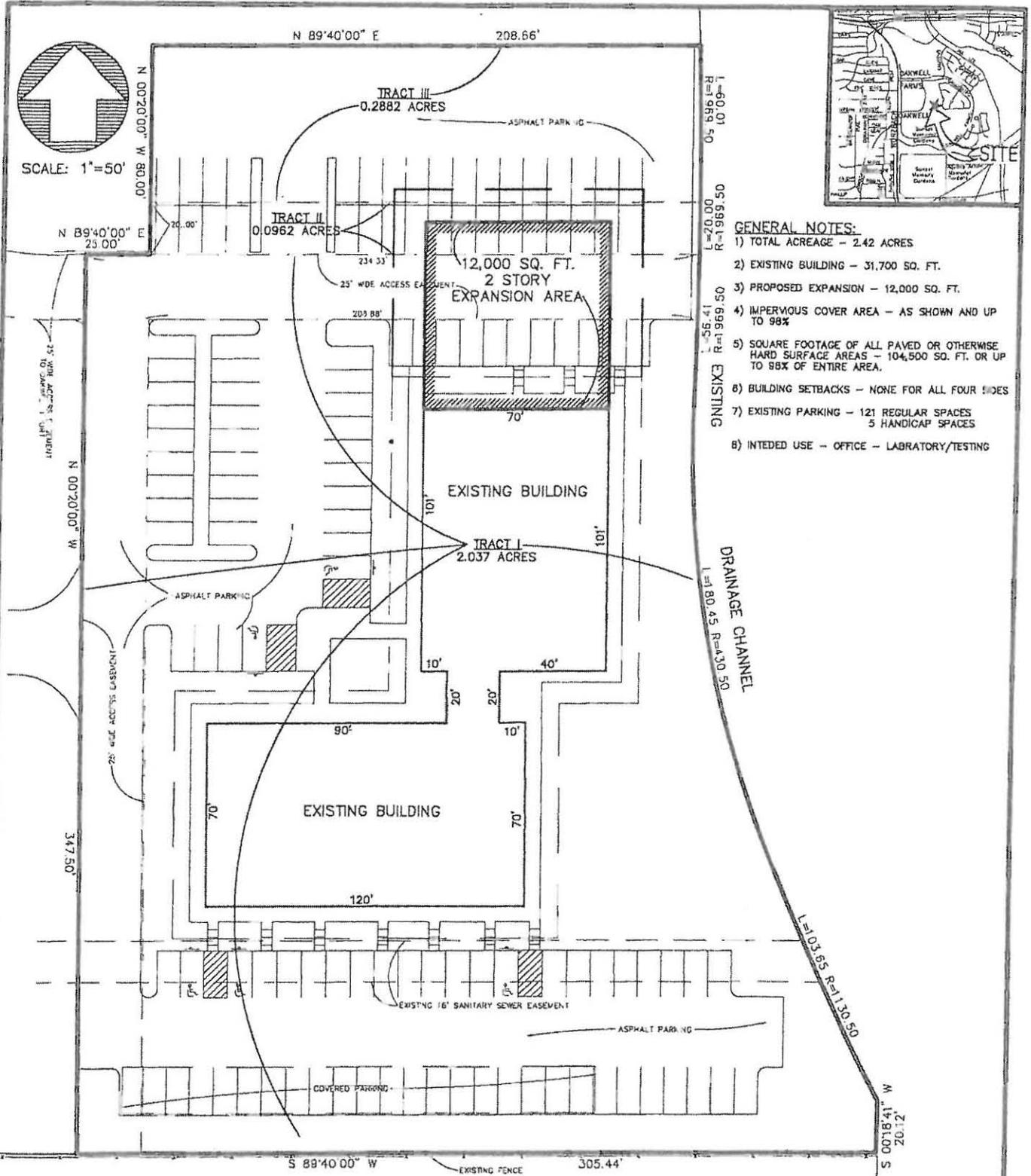
Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On Jun 28 2000
At 12:45pm

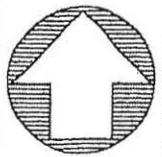
Receipt #: 345644
Recording: 15.00
Doc/Mgmt: 6.00
Doc/Num : 2000- 0106722
Deputy -Catherine Revilla

NOV 8 4 70 PM 05 86

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- GENERAL NOTES:**
- 1) TOTAL ACREAGE - 2.42 ACRES
 - 2) EXISTING BUILDING - 31,700 SQ. FT.
 - 3) PROPOSED EXPANSION - 12,000 SQ. FT.
 - 4) IMPERVIOUS COVER AREA - AS SHOWN AND UP TO 98%
 - 5) SQUARE FOOTAGE OF ALL PAVED OR OTHERWISE HARD SURFACE AREAS - 104,500 SQ. FT. OR UP TO 88% OF ENTIRE AREA.
 - 6) BUILDING SETBACKS - NONE FOR ALL FOUR SIDES
 - 7) EXISTING PARKING - 121 REGULAR SPACES
5 HANDICAP SPACES
 - 8) INTENDED USE - OFFICE - LABORATORY/TESTING



SCALE: 1"=50'

P:\Projects\2011\086\11013.dwg
 2/11/11 10:13 AM
 MTR



Moy Tarin Ramirez Engineers, LLC
 FIRM TBPE NO. F-5297

2770 CIMARRON PATH, SUITE 100 TEL: (210) 898-5051
 SAN ANTONIO, TEXAS 78248 FAX: (210) 898-3085

"I, Quinn Baker (President, Veranca Properties, 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.

SITE PLAN
 OF

BAKER RISK

DATE: 3/3/11 PROJ. # 11013

ATTACHMENT B