SG/cla
12/04/2014
Z-21

CASE NO. Z2014218

AN ORDINANCE 2014-12-04-0997

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 2.432 acres out of NCB 35733 from "C-1 GC-1 MSAO-1 MLOD-1" Light Commercial Hill Country Gateway Corridor Camp Bullis Military Sound Attenuation Overlay Camp Bullis Military Lighting Overlay District to "C-2 GC-1 MSAO-1 MLOD-1" Commercial Hill Country Gateway Corridor Camp Bullis Military Sound Attenuation Overlay Camp Bullis Military Lighting Overlay District.

SECTION 2. The property is described in the deed recorded in Volume 12217, Page 1661 of the Bexar County Deed Records, a copy of which is attached as **Attachment "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 December 14, 2014.

PASSED AND APPROVED this 4th day of December 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

For Martha G. Sepeda, Acting City Attorney

Agenda Item:	**Z-21 (in consent vote: P-1, Z-1, Z-2, P-2, Z-3, Z-4, Z-5, Z-6, Z-8, Z-9, Z-10, P-4, Z-11, Z-12, Z-13, Z-14, Z-15, Z-16, Z-17, P-5, Z-19, Z-21, Z-24)**
Date:	12/04/2014
Time:	02:05:27 PM
Vote Type:	Motion to Approve
Description:	ZONING CASE # Z2014218 (District 8): An Ordinance amending the Zoning District Boundary from "C-1 GC-1 MSAO-1 MLOD-1" Light Commercial Hill Country Gateway Corridor Camp Bullis Military Sound Attenuation Overlay Camp Bullis Military Lighting Overlay District to "C-2 GC-1 MSAO-1 MLOD-1" Commercial Hill Country Gateway Corridor Camp Bullis Military Sound Attenuation Overlay Camp Bullis Military Lighting Overlay District on 2.432 acres out of NCB 35733 located at 21650 Milsa Drive. Staff and Zoning Commission recommend approval.(Continued from November 6, 2014)
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
	District 1	x					
Keith Toney	District 2		x			x	
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

AFTER RECORDING MAIL TO:
KAREN LITTLE
21650 MILSA STREET
SAN ANTONIO, TX 78256-9601

Prepared By:
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042

GENERAL WARRANTY DEED

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.

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

THAT **JACQUELINE K. MCGHEE and husband, RONNIE A.MCGHEE**, of Bexar County, Texas, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by **KAREN LITTLE**, hereinafter called "Grantee", whose mailing address is **21650 MILSA STREET, SAN ANTONIO, TX 78256-9601**, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note ("Note I") *in the principal sum of* ***Two Hundred Fifty-Two Thousand*** Dollars (***$252,000.00***), *of even date* herewith, payable to the order of **PlainsCapital McAfee Mortgage Company**, hereinafter called "First Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said First Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to **Tom Couture**, Trustee, and the further consideration of the execution and delivery by said Grantee of one certain other Promissory Note ("Note II") in the principal sum of **Thirty-One Thousand Five Hundred** Dollars (**$31,500.00**) of even date herewith, payable to the order of **PlainsCapital McAfee Mortgage Company**, hereinafter called "Subordinate Mortgagee", bearing interest at the rate therein provided; said Note II containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Subordinate Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to **Tom Couture**, Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in **BEXAR** County, Texas, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes

ATTACHMENT A

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said Property.

First Mortgagee and Subordinate Mortgagee have, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property hereinabove described, as evidenced by the above described Notes, and thus a Vendor's Lien and Deed of Trust Lien against said Property securing the payment of each Note, are hereby assigned, transferred and delivered to each Mortgagee, to the extent of their respective advances, Grantor hereby conveying to said Mortgagees the said Superior Title to said Property, subrogating said Mortgagees to all the rights and remedies of Grantor in the Property by virtue of said liens.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever, AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said Property unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described Property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

But it is expressly agreed that the Vendor's Lien and Superior Title is retained in favor of the Payees of said Notes against the above-described Property and improvements, until said Notes and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

EXECUTED this 26th day of June, 2006, to be effective June 7, 2006

Jacqueline K McGhee — 6/26/06
Seller: **JACQUELINE K. MCGHEE** — Date

Ronnie A McGhee — 6-26-06
Seller: **RONNIE A.MCGHEE** — Date

INDIVIDUAL(S) ACKNOWLEDGEMENT

STATE OF TEXAS, Bexar County ss:

This instrument was acknowledged before me on June 26, 2006, by **JACQUELINE K. MCGHEE and RONNIE A.MCGHEE**.

Notary Public

Keri D. Yuretich

Printed Name of Notary Public

KERI YURETICH
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 05-21-2010

7 20 14 2 18

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

May 10, 2006

BEING a 2.432 acre tract of land conveyed in Volume 11190, Page 921, Official Public Records, Bexar County Texas, consisting of the west portion of a 5.12 acre tract known as the north part of Tract 4, Traylor Subdivision, Bexar County, Texas, recorded in Volume 980, Page 238, Deed and Plat Records, Bexar County, Texas, said 2.432 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found in the south Right-of-Way (R.O.W.) line of Milsa Dr., said ½" iron rod found being 596.35 feet from the cutback corner at the intersection of said Milsa Dr. and the southwest R.O.W. line of Interstate Highway 10;

THENCE, South 00°01'13" East, 509.49 feet across said 5.12 acre tract to a ½" iron rod set for the southeast corner of the herein described tract;

THENCE, South 77°38'24" West, 205.93 feet along the south line of said 5.12 acre tract to a ½" iron rod found for the southwest corner of said 5.12 acres and the southwest corner of the herein described tract;

THENCE, North 00°00'00" East, 544.55 feet along the west line of said 5.12 acre tract to a ½" iron rod found in the south R.O.W. line of said Milsa Dr. for the northwest corner of said 5.12 acre tract and the northwest corner of the herein described tract;

THENCE, North, 87°25'47" East, 201.18 feet along the south R.O.W. line of said Milsa Dr. to the POINT OF BEGINNING.

Stephen G. Cook
Registered Professional Land Surveyor
No. 5293

SGCE # 266-362-000

STATE OF TEXAS REGISTERED STEPHEN G. COOK 5293 PROFESSIONAL SURVEYOR

L2014218

Doc# 20060152207
Pages 5
06/28/2006 16:34:54 PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERRY 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.
06/28/2006 16:34:54 PM
COUNTY CLERK, BEXAR COUNTY TEXAS