

AN ORDINANCE 2014-02-20-0091

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 2.01 acres out of NCB 12867 from "I-1" General Industrial District, "I-1 AHOD" General Industrial Airport Hazard Overlay District, "I-2" Heavy Industrial District and "I-2 AHOD" Heavy Industrial Airport Hazard Overlay District to "I-2 S" Heavy Industrial District with a Specific Use Authorization for Ammunition Manufacturing, Loading and Storage and "I-2 S AHOD" Heavy Industrial Airport Hazard Overlay District with a Specific Use Authorization for Ammunition Manufacturing, Loading and Storage.

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 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 specific 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 **Attachment "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 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 March 2, 2014.

PASSED AND APPROVED this 20th day of February 2014


M A Y O R
Julián Castro

ATTEST:


Leticia M. Vazek, City Clerk

APPROVED AS TO FORM:


Robert F. Greenblum, City Attorney
for

Agenda Item:	Z-4
Date:	02/20/2014
Time:	02 25 23 PM
Vote Type:	Motion to Approve
Description:	ZONING CASE # Z2013180 S (District 2) An Ordinance amending the Zoning District Boundary from "I-1" General Industrial District, "I-1 AHOD" General Industrial Airport Hazard Overlay District, "I-2" Heavy Industrial District and "I-2 AHOD" Heavy Industrial Airport Hazard Overlay District to "I-2 S" Heavy Industrial District with a Specific Use Authorization for Ammunition Manufacturing, Loading and Storage and "I-2 S AHOD" Heavy Industrial Airport Hazard Overlay District with a Specific Use Authorization for Ammunition Manufacturing, Loading and Storage on 2 01 acres out of NCB 12867 located at 4818 Interstate Highway 10 East Staff recommends approval Zoning Commission recommends denial (Continued from January 16, 2014)
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x			x	
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		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				

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

72013180

OFFICE OF THE COUNTY CLERK
BEXAR COUNTY TEXAS
2008-07-21 10:08 AM

WARRANTY DEED WITH VENDOR'S LIEN

Date: July 29, 2008

Grantor: VHS FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

Grantor's Mailing Address (including county): 1350 E. Southcross
San Antonio, Bexar County, Texas
78223

Grantee: NARDIS INVESTMENT CO.

Grantee's Mailing Address (including county): 4818 IH-10 East, San Antonio,
Bexar County, Texas 78219

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee herein of two promissory notes of even date herewith, which will be described in this paragraph and referred to as the first-lien note and second-lien note. Payment of both notes is secured in part by the vendor's liens retained in this deed. The first-lien note is in the principal amount of ONE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$136,500.00), payable to the order of CIT LENDING SERVICES CORPORATION, in consideration of its having advanced funds to Grantor for the full amount of the note. It is secured by first, prior, and superior vendor's liens on the property and by a first-lien deed of trust of even date from Grantee to THOMAS J. COLVEN, III, Trustee. The second lien note is in the principal amount of ONE MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,675,000.00), payable to the order of CIT SMALL BUSINESS LENDING CORPORATION in consideration of its having advanced funds to Grantor for the full amount of the second-lien note. The second-lien note is secured by second, subordinate, and inferior vendor's liens on the property and by a second-lien deed of trust of even date from Grantee to THOMAS J. COLVEN, III, Trustee.

Property (including any improvements):
BEING a 2 010 acre tract of land out of the Julian Diaz Survey, No 133 1/2, Abstract No 190, Bexar County, Texas, said 2 010 acre tract being more particularly described in Exhibit "A" attached hereto and made a part hereof

Reservations from and Exceptions to Conveyance and Warranty.
This conveyance is made and accepted subject to any and all conditions, restrictions, and easements, if any, relating to the hereinabove-described Property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Bexar County, Texas.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sell, 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, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors 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 and 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 shall become absolute.

2013180

The first vendor's lien and superior title retained in this deed secure payment of the first-lien note, and they are transferred to CIT LENDING SERVICES CORPORATION, without recourse on Grantors. The second and inferior vendor's lien and superior title to the property are 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. CIT SMALL BUSINESS LENDING CORPORATION has advanced and paid to Grantors in cash that portion of the purchase price of the property that is evidenced by the second-lien note. In consideration of that payment, Grantors retain a second and inferior vendor's lien against and superior title to the property and transfer them to CIT SMALL BUSINESS LENDING CORPORATION without recourse on Grantors.

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

VHS FAMILY LIMITED PARTNERSHIP

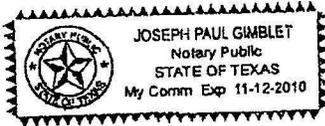
BY: [Signature]
VICTOR H SALAS, General Partner

(Acknowledgment)

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the 21st day of July, 2008, by VICTOR H SALAS, General Partner of VHS FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said partnership.

[Signature]
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:



AFTER RECORDING PL TURN TO.

PREPARED IN THE LAW OFFICES OF
BECK & BECK
4940 Broadway, Suite 315
San Antonio, Texas 78209

EXHIBIT "A"

BEING a 2.010 acre tract of land out of the Julian Diaz Survey, No. 133 ½, Abstract No. 190, Bexar County, Texas, consisting of Lot 18, New City Block 12867, A.A. Walker Tract, in the City of San Antonio, Bexar County, Texas, recorded in Volume 5970, Page 212, Deed and Plat Records, Bexar County, Texas, along with two separate tracts abutting said Lot 18, a 0.027 acre tract on the southwest line and a 0.143 acre tract on the southwest line, both tracts out of the said Julian Diaz Survey, No. 133 ½, Abstract No. 190, Bexar County, Texas out of a 10.07 acre tract of land conveyed in Volume 7153, Page 880, Deed Records, Bexar County, Texas, less a 0.162 acre tract out of said Lot 18, said 2.010 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the southerly Right-of-Way (R.O.W.) line of IH 10 West for the most westerly corner of the herein described tract, said 1/2" iron rod found being South 68°38'30" West, 21.78 feet along the southerly R.O.W. line of said IH 10 West from the most westerly corner of said Lot 18 and N 68°38'30" East, 2446.15 feet along the southerly R.O.W. line of said IH 10 West from the intersection of the southerly R.O.W. line of said IH 10 West and the east R.O.W. line of W.W. White Road;

THENCE, North 68°32'22" East, 204.28 feet along the southerly R.O.W. line of said IH 10 West to a 1/2" iron rod set;

THENCE, North 76°33'34" East, 42.40 feet along the southerly R.O.W. line of said IH 10 West to a 1/2" iron rod found for the most northerly corner of said Lot 18 and the most northerly corner of the herein described tract;

THENCE, South 29°19'11" East, 48.34 feet along the easterly line of said Lot 18 to a "X" found on concrete;

THENCE, North 61°23'30" East, 20.14 feet along the northerly line of said Lot 18 to a 1/2" iron rod set;

THENCE, South 29°00'56" East, 297.15 feet along the easterly line of said Lot 18 to a 1/2" iron rod set for the most easterly corner of said Lot 18;

THENCE, South 28°12'44" East, 34.84 feet across said 10.07 acre tract to a 1/2" iron rod set for the most easterly corner of the herein described tract;

THENCE, South 89°51'20" West, 22.11 feet across said 10.07 acre tract to a 1/2" iron rod set;

THENCE, South 86°20'35" West, 232.85 feet across said 10.07 acre tract and across said Lot 18 to a 1/2" iron rod found;

THENCE, 16.53 feet along a circular curve to the right having the following parameters:
 Radius = 70.000 feet
 Chord Bearing = North 82°39'38" West
 Chord Distance = 16.50 feet to a 1/2" iron rod found;

THENCE, 56.67 feet along a circular curve to the right having the following parameters:
 Radius = 70 00 feet
 Chord Bearing = North 51°45'07" West
 Chord Distance = 55.10 feet to a 1/2" iron rod found;

THENCE, North 28°53'50" West, 247.58 feet across said 10.07 acre tract to the POINT OF BEGINNING.

Z2013180

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e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Fees 24.00

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.
08/12/2008 16:09:17 PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff

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