

AN ORDINANCE 2010-02-04-0100

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 25.962 acres out of NCB 7675 from "H IDZ AHOD MC-1" Infill Development Zone Mission Historic Airport Hazard Overlay Roosevelt Metropolitan Corridor Overlay District to "H HS IDZ AHOD MC-1" Historic Significant Infill Development Zone Mission Historic Airport Hazard Overlay Roosevelt Metropolitan Corridor Overlay District.

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. 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.

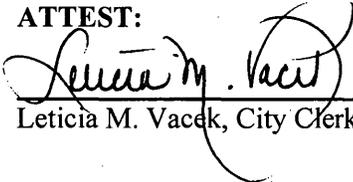
SECTION 4. The Director of Planning and Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

SECTION 5. This ordinance shall become effective February 14, 2010.

PASSED AND APPROVED this 4th day of February 2010.

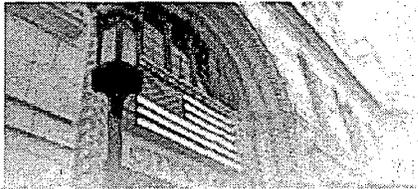

M A Y O R
Julián Castro

ATTEST:

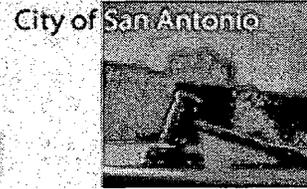

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Michael Bernard, City Attorney
For



Request for
**COUNCIL
ACTION**



Agenda Voting Results - Z-2

Name:	Z-1, Z-2, Z-3, Z-5, Z-6, Z-9						
Date:	02/04/2010						
Time:	03:23:52 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z2010022 HS (District 3): An Ordinance amending the Zoning District Boundary from "H IDZ AHOD MC-1" Infill Development Zone Mission Historic Airport Hazard Overlay Roosevelt Metropolitan Corridor Overlay District to "H HS IDZ AHOD MC-1" Historic Significant Infill Development Zone Mission Historic Airport Hazard Overlay Roosevelt Metroploitan Corridor Overlay District on 25.962 acres out of NCB 7675 located at 3100 Roosevelt Avenue. 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				
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			x	
W. Reed Williams	District 8	x					
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				x

(6)

CHICAGO TITLE GF# 200701702-TR

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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.

SPECIAL WARRANTY DEED

DATE: December 21, 2007

GRANTOR: MID-LOOP, INC., a Texas corporation

GRANTOR'S MAILING ADDRESS: 606 Embassy Oaks, Suite 350, San Antonio, Bexar County, Texas 78216

GRANTEE: CITY OF SAN ANTONIO, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 839966 San Antonio, Bexar County, Texas 78283-3966

CONSIDERATION:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to an intermediary as part of a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code for the benefit of Grantor, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

All matters of record in the Official Public Records of Real Property of Bexar County, Texas including, but not limited to the following:

- 1. 25 foot building setback line along the front property line as shown on plat recorded in Volume 8100, Page 118, Deed and Plat Records of Bexar County, Texas as shown on survey dated November 1, 2007 performed by Stephen G. Cook Engineering, Inc. under Job Number 597-003-027.

Exhibit A

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2. Drainage easement as shown on plat recorded in Volume 8100, Page 118, Deed and Plat Records of Bexar County, Texas as shown on survey dated November 1, 2007 performed by Stephen G. Cook Engineering, Inc. under Job Number 597-003-027.
3. Fence encroaches adjoining property as shown on survey dated November 1, 2007 performed by Stephen G. Cook Engineering, Inc. under Job Number 597-003-027.

Grantee agrees, as a covenant running with the land, that in no event shall the land be used for the operation of a Movie Theater (as defined herein) for a period of twenty (20) years after the recordation of this Deed. The term "Movie Theater" shall mean the showing of motion pictures to the general public for profit. This restriction is to run with the land, and shall be binding upon Grantee, and Grantee's heirs, successors, assigns or legal representatives, and in the event Grantee, or its successors or assigns shall violate or attempt to violate said restrictive covenant, it shall be lawful for Grantor, and Grantor's heirs, assigns or legal representatives, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate this restrictive covenant, either to prevent them from doing so, or to recover damages for such violation, or both. However, under no circumstances shall title to the Property revert to Grantor and its successors or assigns, in the event Grantee or its heirs, assigns or legal representatives violate this restrictive covenant.

Grantor, for the consideration and subject to the reservations 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, or assigns forever. Grantor binds Grantor and Grantor'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 warranty, when the claim is by, through, or under Grantor but not otherwise.

GRANTEE ACKNOWLEDGES AND AGREES, THAT EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (a) THE NATURE AND CONDITION OF THE PROPERTY AND IMPROVEMENTS OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (b) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (c) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE

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SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. THE CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM TO BE CONVEYED OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED.

GRANTOR:

MID-LOOP, INC.,
A Texas corporation

By:

Name: John L. Santikos

Title: President

Ordinance Authorizing City's Acceptance of Deed: 2007-10-11-1077

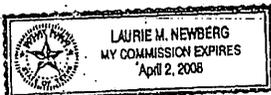
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ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this the 20th day of December, 2007, before me the undersigned Notary Public, personally appeared John L. Santikos, who acknowledged that he is the President of Mid-Loop, Inc., a Texas corporation, and that he executed the foregoing special warranty deed for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.



Laurie M. Newberg
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:
City of San Antonio
c/o Kenneth L. Bennight, Jr.
City Attorney's Office
P. O. Box 839966
San Antonio, Texas 78283-3966

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EXHIBIT A

Being a 25.962 acre tract of land out of the San Jose Mission Lands, County Block 4001, Bexar County, Texas, 12.951 acres consisting of Lot 43, New City Block 7675, in the City of San Antonio, Bexar County, Texas, Mission Drive-In Theatres recorded in Volume 8100, Page 118, Deed and Plat Records, Bexar County, Texas, said 25.962 acre tract being more particularly described as follows:

BEGINNING at a concrete monument found in the east Right-of-Way (R.O.W.) line of Roosevelt Avenue for the southeast corner of said Lot 43 and the southeast corner of the herein described tract;

THENCE, North 02°20'38" East, 104.38 feet along the east R.O.W. line of said Roosevelt Avenue to a 1/2" iron rod found;

THENCE, 576.26 feet along the R.O.W. line of said Roosevelt Avenue by a circular curve to the left having the following parameters:

Radius - 11,519.30 feet
Chord Bearing - North 00°59'55" East
Chord Distance - 576.20 feet
to a 1/2" iron rod set;

THENCE, North 00°22'30" West, 99.20 feet along the east R.O.W. line of said Roosevelt Avenue to a 1/2" iron rod found at the south end of a linear cutoff at the intersection of the east R.O.W. line of said Roosevelt Avenue and the southerly R.O.W. line of White Road;

THENCE, North 30°37'07" East, 124.47 feet along said linear cutoff to a 1/2" iron rod found;

THENCE, North 61°39'32" East, 379.44 feet along the southerly R.O.W. line of said White Road to a PK Nail found for the most northerly corner of the herein described tract;

THENCE, South 28°23'47" East, 158.70 feet to a 1/2" iron rod set;

THENCE, North 75°34'44" East, 303.15 feet to a 1/2" iron rod set;

THENCE, North 61°24'52" East, 44.96 feet to a 1/2" iron rod set;

THENCE, South 39°09'15" East, 720.45 feet to a 1/2" iron rod set for the most easterly corner of the herein described tract;

THENCE, South 34°57'33" West, 135.98 feet to a 1/2" iron rod set for the northeast corner of said Lot 43;

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THENCE, South $34^{\circ}43'37''$ West, 749.66 feet along the southeasterly line of said Lot 43 to a 1/2" iron rod set for the most southerly corner of said Lot 43 and the most southerly corner of the herein described tract;

THENCE, 172.74 feet along the south line of said Lot 43 by a circular curve to the left having the following parameters:

Radius - 411.18 feet
Chord Bearing - North $51^{\circ}46'09''$ West
Chord Distance - 171.47 feet
to a concrete monument found;

THENCE, North $63^{\circ}49'23''$ West, 92.02 feet along the south line of said Lot 43 to a concrete monument found;

THENCE, 171.72 feet along the south line of said Lot 43 by a circular curve to the left having the following parameters:

Radius - 586.00 feet
Chord Bearing - North $72^{\circ}14'36''$ West
Chord Distance - 171.10 feet
to a concrete monument found;

THENCE, North $80^{\circ}37'01''$ West, 222.21 feet along the south line of said Lot 43 to a concrete monument found;

THENCE, North $78^{\circ}16'27''$ West, 121.82 feet along the south line of said Lot 43 to a concrete monument found;

THENCE, North $82^{\circ}36'30''$ West 50.80 feet along the south line of said Lot 43 to the POINT OF BEGINNING.

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Doc# 20070295231
Pages 7
12/26/2007 15:11:30 PM
e-Filed & e-Recorded in the
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BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Fees 36.00

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.
12/26/2007 15:11:30 PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff