

AN ORDINANCE

2011-10-20-0886

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 the southwest 315 feet of the west 310 feet of Lot 40, Block 1, NCB 12811 (also known as 2.241 acres out of NCB 12811 in the deed recorded at Volume 15024 Page 1179 of the Official Public Record of Real Property of Bexar County) from "MF-33 AHOD" Multi-Family Airport Hazard Overlay District to "C-2NA S AHOD" Commercial Nonalcoholic Sales Airport Hazard Overlay District with a Specific Use Authorization for a Hospital.

SECTION 2. A description of the property recorded in Volume 15024 Page 1179 of the Official Public Record of Real Property of Bexar County, referenced in Section 1 above, 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. In accordance with Section 35-514(d)(2)D of the Unified Development Code, the City Council authorizes a fence to be erected or altered of up to a height of eight (8) feet along the side and rear property lines.

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.

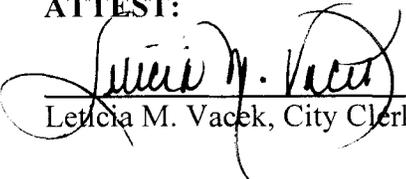
SECTION 7. The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

SECTION 8. This ordinance shall become effective October 30, 2011.

PASSED AND APPROVED this 20th day of October 2011.

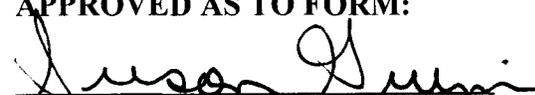

M A Y O R
Julián Castro

ATTEST:

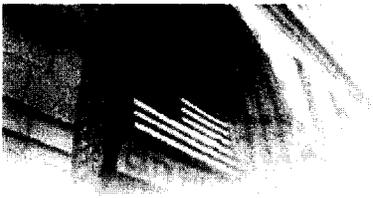


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



For Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - Z-6

Name:	Z-6						
Date:	10/20/2011						
Time:	02:26:09 PM						
Vote Type:	Motion to Appr w Cond						
Description:	ZONING CASE # Z2011186 S (District 8) : An Ordinance amending the Zoning District Boundary from "MF-33 AHOD" Multi Family Airport Hazard Overlay District to "C-2NA S AHOD " Commercial Nonalcoholic Sales Airport Hazard Overlay District with a Specific Use Authorization for a Hospital on the southwest 315 feet of the west 310 feet of Lot 40, Block 1, NCB 12811 (also known as 2.241 acres out of NCB 12811) located at 1975 Babcock Road. Staff and Zoning Commission recommend approval.						
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				
Jennifer V. Ramos	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x			x	
Elisa Chan	District 9		x				x
Carlton Soules	District 10		x				

RECORDED BY: AMERIPOINT TITLE
SAN ANTONIO

Book 15024 Page 1179 6pgs Doc# 20110112844

GF NO. 20110082-MS

\$ _____

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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.

HHC BABCOCK NC, LP, a Texas limited partnership ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by C&I REAL ESTATE, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which is acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto the Grantee all of the following described property located in Bexar County, Texas:

The land (the "Land"), together with all the improvements and fixtures located thereon, described in Exhibit A which is attached to this deed and is incorporated herein by reference (collectively, the "Property").

TO HAVE AND TO HOLD the Property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's heirs, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property and premises unto the Grantee, and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

This conveyance is made and accepted subject to the encumbrances and other matters described in Exhibit B, which is attached to this deed and is incorporated herein by reference, to the extent they are validly existing and affect the Property.

ATTACHMENT A

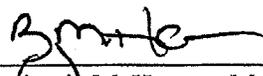
Grantor has made no representation or warranty, express or implied, upon which Grantee has relied, as to the condition of the Property, the fitness of the Property for any intended use or purpose, the existence of any hazardous or toxic materials in or on the Land or any other environmental condition of the Land, the availability of utilities or other services to the Land, the workmanship or materials used in the improvements on the Property, or the present or future income that may be generated from the Property, except for the warranty of title set forth in this deed. Grantee acknowledges that it is relying solely upon its investigation and examination of the Property and is satisfied with the condition thereof, and agrees that the Property is being conveyed to Grantee "AS IS" and "WITH ALL FAULTS," with any and all latent and patent defects, except for the warranty of title set forth in this deed.

Taxes on the Property for the year 2011 have been prorated between Grantor and Grantee as of the date of the delivery of this deed, and taxes for 2011 and subsequent years and subsequent assessments (after the date hereof) for prior years due to change in land usage or ownership are assumed by Grantee.

Executed this 28 day of June, 2011 to be effective on June 29, 2011.

GRANTOR:
HHC BABCOCK NC, LP,
a Texas limited partnership

By: CapWest-Texas, LLC, a Texas limited liability company
Its: General Partner

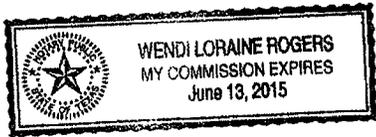
By: 
Benjamin M. Hanson, Manager

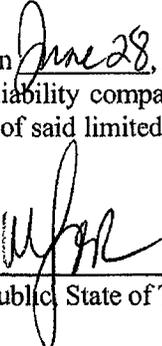
GRANTEE'S ADDRESS:

1927 North St. Mary's
San Antonio, TX 78209

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 28, 2011, by Benjamin M. Hanson, Manager of CapWest-Texas, LLC, a Texas limited liability company, general partner of HHC Babcock NC, LP, a Texas limited partnership, on behalf of said limited liability company and partnership.





Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Talley J. Williams
Metcalf Williams, LLP
301 Congress Avenue, Suite 1075
Austin, Texas 78701

EXHIBIT A

Legal Description of the Land

A 2.241 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas, being a portion of Lot 40, Block 1, New City Block 12811, Oakhills Park, Unit 1, Subdivision, a subdivision of record in Volume 5970, Page 28 Deed and Plat records of Bexar County, Texas; said 2.241 acre tract being more particularly described as follows:

Beginning, at a PK-NAIL set on the northeasterly right-of-way line of Babcock Road (ROW Varies) for the westerly corner of said Lot 40, and herein described tract;

Thence, N 41° 31' 48" E, along the northwesterly line of said Lot 40, a distance of 315.00 feet to a PK NAIL found for the westerly corner of Lot 46, Block 1, New City Block 12811, Oakhills Park Unit - 1A, a subdivision of record in Volume 9503, Page 182 of the Deed and Plat Records of Bexar County, Texas. Same being the northerly corner of herein described tract;

Thence, S 48° 36' 13" E, along the southwesterly line of said Lot 46, a distance of 310.02 feet to a ½ inch iron rod found, for the southerly corner of said Lot 46 and the easterly corner herein described tract;

Thence, S 41° 32' 01" W, along the southeasterly line of said Lot 40, a distance of 315.00 feet to a PK-NAIL set, on the northeasterly right-of-way line of Babcock Road (ROW varies) for the southerly corner of said Lot 40 and herein described tract;

Thence, N 48° 36' 12" W, along the northeasterly right-of-way line of Babcock Road (ROW varies), a distance of 310.00 feet to the point of beginning of herein described tract, and containing 2.241 acres of land, more or less.

EXHIBIT B

Permitted Exceptions

1. Building setback line, 25 feet wide, along the front property line, as shown on plat recorded in Volume 5970, Page(s) 28, Deed and Plat Records of Bexar County Texas.
2. Road and Access Easement reserved as described in instrument recorded in Volume 4257, Page 375, Deed Records of Bexar County, Texas.
3. Memorandum of License Agreement dated August 19, 2004, between the City of San Antonio pursuant to City Ordinance No. 99585 and HHC Babcock NC, LP as provided by instrument recorded in Volume 11014, Page 2052, Real Property Records of Bexar County, Texas.
4. Protrusion of fences, curbs and parking spaces outside the boundary lines of subject property, together with any and all rights, claims and/or use by adjoining property owners in and to those portion of subject property lying between said fences and the boundary lines of subject property, as shown on survey dated September 24, 2009, prepared by Bury + Partners, by Hal B. Lane, III, RPLS NO. 4690, Job No. 50415-01.92.

Doc# 20110112844
Pages 6
06/29/2011 16:07:34 PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Fees 32.00

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.
06/29/2011 16:07:34 PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff

